

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  
October 17, 2017**

**A meeting of the Fayetteville City Council was held on October 17, 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.**

**Agenda Additions**

**ARKANSAS DEPARTMENT OF AERONAUTICS.:** A resolution to authorize the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 212-17**

**A. Consent:**

1. Approval of the October 3, 2017 City Council Meeting Minutes.

*Approved*

2. **STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE:** A resolution to approve the purchase of software on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials Value Point Cooperative purchasing agreement through April 7, 2018, and any future renewal.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 213-17**

3. **STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT:** A resolution to approve the purchase of computers on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials Value Point Cooperative purchasing agreement through March 31, 2020, and any future renewal.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 214-17**

4. **NEOGOV, INC. AMENDMENT:** A resolution to approve an amendment to the 2010 and 2013 service agreements with Neogov, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 215-17**

5. **2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:** A resolution to authorize acceptance of a 2017-2018 Selective Traffic Enforcement Program Grant in the amount of \$122,600.00, and to approve a budget adjustment.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 216-17**

6. **FAYETTEVILLE POLICE DEPARTMENT DONATIONS:** A resolution to approve a budget adjustment in the total amount of \$17,300.00 representing donations received by the Fayetteville Police Department and a contribution from the Washington County Prosecuting Attorney to the Fourth Judicial District Drug Task Force for support of rural officer expenses.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 217-17**

7. **XYBIX SYSTEMS, INC.:** A resolution to approve the purchase of dispatch furniture for the central dispatch center from Xybix Systems, Inc. in the amount of \$133,889.24 pursuant to a Houston-Galveston Area Council Cooperative Purchasing Contract.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 218-17**

8. **FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:** A resolution to approve a budget adjustment in the amount of \$92,454.00 to allow for the



completion of restroom facilities, storage space and an open classroom space at the fire department training grounds

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 219-17**

9. **ENERGY ASSESSMENT TASK ORDER 08:** A resolution to approve Task Order No. 8 with Garver, LLC in the amount of \$27,600.00 to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Drake Field, and to approve a budget adjustment.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 220-17**

10. **WATER & SEWER OUTBUILDINGS:** A resolution to approve a budget adjustment in the amount of \$5,968.00 to allow for construction materials testing and special inspections for the water & sewer outbuildings construction.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 221-17**

11. **OZARKS ELECTRIC UTILITY EASEMENT:** A resolution to approve the conveyance of an electrical distribution line easement to Ozarks Electric Cooperative Corporation across a portion of Bryce Davis Park to supply electricity for lights at IAMS dog park.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 222-17**

**B. Unfinished Business:**

1. **APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):** A resolution to grant the appeal of City Council Member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a large-scale development.

**AT THE OCTOBER 17, 2017 CITY COUNCIL MEETING THE APPEAL WAS DENIED.**

2. **SMALL CELL COMMUNICATIONS FACILITIES:** An ordinance to enact § 110.03 small cell facilities and networks into chapter 110: telecommunication franchise, billposting, and small cell facilities and networks

**AT THE OCTOBER 17, 2017 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE SECOND READING.**

3. **2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:** A resolution to adopt the 2018-2022 five-year capital improvements plan.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 223-17**

### **C. New Business:**

1. **RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):** An ordinance to rezone that property described in rezoning petition rzn 17-5925 for approximately 1.73 acres located at 820 South Government Avenue from rmf-24, residential multifamily, 24 units per acre, msc, main street center, and i-1, heavy commercial & light industrial to i-1, heavy commercial & light industrial.

**AT THE OCTOBER 17, 2017 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE SECOND READING.**

2. **2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:** An ordinance to enact § 173.12 specifications for water and sewer lines in chapter 173 building regulations of the unified development code.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6003**

3. **INVERITAS RESEARCH & CONSULTING, LLC:** An ordinance to waive the requirements of formal competitive bidding and approve a contract with Inveritas Research & Consulting, LLC in the amount of \$3,500.00 to conduct a workshop for the city management team to develop an implementation plan based on the Inveritas strategic planning final report submitted to the city council after their spring workshop.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6004**

4. **APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):** An ordinance to rezone that property described in rezoning petition rzn 17-5901 for approximately 1.20 acres located at 1100 North Meadowlands Drive from r-o, residential office to cs, community services.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6005**

### **D. City Council Agenda Session Presentations**

1. Agenda Session Presentation - Energy Action Plan Update

### **E. City Council Tour: None**

### **F. Announcements**

**Adjournment: 9:01 p.m.**

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

8-0

| Subject:                                             | ARKANSAS DEPARTMENT OF AERONAUTICS |                    |                    |                    |  |
|------------------------------------------------------|------------------------------------|--------------------|--------------------|--------------------|--|
| Motion To:                                           |                                    | Remove from table  | Amend              | Approve            |  |
| Motion By:                                           |                                    | Marsh              | Long               | Long               |  |
| Seconded:                                            |                                    | Tennant            | Tennant            | Gray               |  |
| Agenda<br>Addition<br>1<br><u>Approved</u><br>2/2-17 | Gray                               | ✓                  | ✓                  | ✓                  |  |
|                                                      | Marsh                              | ✓                  | ✓                  | ✓                  |  |
|                                                      | Kinion                             | ✓                  | ✓                  | ✓                  |  |
|                                                      | Petty                              | ✓                  | ✓                  | ✓                  |  |
|                                                      | Tennant                            | ✓                  | ✓                  | ✓                  |  |
|                                                      | Bunch                              | absent during vote | absent during vote | absent during vote |  |
|                                                      | La Tour                            | absent             | absent             | absent             |  |
|                                                      | Long                               | ✓                  | ✓                  | ✓                  |  |
|                                                      | Mayor Jordan                       |                    |                    |                    |  |

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|-----------------------------------------------------------------------------|---------------------|----------------|--|--|--|
| <b>Subject:</b>                                                             | Consent             |                |  |  |  |
| <b>Motion To:</b>                                                           |                     |                |  |  |  |
| <b>Motion By:</b>                                                           |                     | <i>Approve</i> |  |  |  |
| <b>Motion By:</b>                                                           |                     | <i>Marsh</i>   |  |  |  |
| <b>Seconded:</b>                                                            |                     | <i>Tennant</i> |  |  |  |
| <b>A. 1- A. 11</b><br><br><i>Approved</i><br><i>213-17</i><br><i>222-17</i> | <b>Gray</b>         | <i>✓</i>       |  |  |  |
|                                                                             | <b>Marsh</b>        | <i>✓</i>       |  |  |  |
|                                                                             | <b>Kinion</b>       | <i>✓</i>       |  |  |  |
|                                                                             | <b>Petty</b>        | <i>✓</i>       |  |  |  |
|                                                                             | <b>Tennant</b>      | <i>✓</i>       |  |  |  |
|                                                                             | <b>Bunch</b>        | <i>✓</i>       |  |  |  |
|                                                                             | <b>La Tour</b>      | <i>absent</i>  |  |  |  |
|                                                                             | <b>Long</b>         | <i>✓</i>       |  |  |  |
|                                                                             | <b>Mayor Jordan</b> |                |  |  |  |

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|-------------------|---------------------|--|--|--|--|
| <b>Subject:</b>   |                     |  |  |  |  |
| <b>Motion To:</b> |                     |  |  |  |  |
| <b>Motion By:</b> |                     |  |  |  |  |
| <b>Seconded:</b>  |                     |  |  |  |  |
|                   | <b>Gray</b>         |  |  |  |  |
|                   | <b>Marsh</b>        |  |  |  |  |
|                   | <b>Kinion</b>       |  |  |  |  |
|                   | <b>Petty</b>        |  |  |  |  |
|                   | <b>Tennant</b>      |  |  |  |  |
|                   | <b>Bunch</b>        |  |  |  |  |
|                   | <b>La Tour</b>      |  |  |  |  |
|                   | <b>Long</b>         |  |  |  |  |
|                   | <b>Mayor Jordan</b> |  |  |  |  |

|                                                     |              |                                                                        |                |  |  |
|-----------------------------------------------------|--------------|------------------------------------------------------------------------|----------------|--|--|
| Subject:                                            |              | APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION) |                |  |  |
| Motion To:                                          |              | Approve Presentation                                                   | Approve Appeal |  |  |
| Motion By:                                          |              | Marsh                                                                  | Marsh          |  |  |
| Seconded:                                           |              | Kinion                                                                 | Kinion         |  |  |
| Unfinished Business<br>B. 1<br><u>Appeal Denied</u> | Gray         | ✓                                                                      | N              |  |  |
|                                                     | Marsh        | ✓                                                                      | ✓              |  |  |
|                                                     | Kinion       | ✓                                                                      | ✓              |  |  |
|                                                     | Petty        | ✓                                                                      | N              |  |  |
|                                                     | Tennant      | ✓                                                                      | N              |  |  |
|                                                     | Bunch        | ✓                                                                      | N              |  |  |
|                                                     | La Tour      | absent                                                                 | absent         |  |  |
|                                                     | Long         | ✓                                                                      | N              |  |  |
|                                                     | Mayor Jordan |                                                                        |                |  |  |

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|--------------------------------------------------------------|--------------|--------------------------------------|----------------------|--|--|
| Subject:                                                     |              | SMALL CELL COMMUNICATIONS FACILITIES |                      |  |  |
| Motion To:                                                   |              | 2nd Read                             | Approve Presentation |  |  |
| Motion By:                                                   |              | Long                                 | Kinion               |  |  |
| Seconded:                                                    |              | Marsh                                | Long                 |  |  |
| Unfinished Business<br>B. 2<br><u>Left on Second Reading</u> | Gray         | ✓                                    | ✓                    |  |  |
|                                                              | Marsh        | ✓                                    | ✓                    |  |  |
|                                                              | Kinion       | ✓                                    | ✓                    |  |  |
|                                                              | Petty        | ✓                                    | ✓                    |  |  |
|                                                              | Tennant      | Recuse                               | Recuse               |  |  |
|                                                              | Bunch        | ✓                                    | ✓                    |  |  |
|                                                              | La Tour      | absent                               | absent               |  |  |
|                                                              | Long         | ✓                                    | ✓                    |  |  |
|                                                              | Mayor Jordan |                                      |                      |  |  |

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|------------------------------------------------------------------------|-----------------------------------------------|---------------|------------------|----------------|--|
| Subject:                                                               | 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN |               |                  |                |  |
| Motion To:                                                             |                                               | <i>Amend</i>  | <i>Amend</i>     | <i>Approve</i> |  |
| Motion By:                                                             |                                               | <i>Petty</i>  | <i>Marsh</i>     | <i>Petty</i>   |  |
| Seconded:                                                              |                                               | <i>Marsh</i>  | <i>Long</i>      | <i>Bunch</i>   |  |
| Unfinished<br>Business<br>B. 3<br><br><i>Approved</i><br><i>223-17</i> | Gray                                          | ✓             |                  | ✓              |  |
|                                                                        | Marsh                                         | ✓             | <i>Motion</i>    | ✓              |  |
|                                                                        | Kinion                                        | ✓             | <i>withdrawn</i> | ✓              |  |
|                                                                        | Petty                                         | ✓             |                  | ✓              |  |
|                                                                        | Tennant                                       | ✓             |                  | ✓              |  |
|                                                                        | Bunch                                         | ✓             |                  | ✓              |  |
|                                                                        | La Tour                                       | <i>absent</i> |                  | <i>absent</i>  |  |
|                                                                        | Long                                          | ✓             |                  | ✓              |  |
|                                                                        | Mayor Jordan                                  |               |                  |                |  |

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|------------------------|--------------|--|--|--|--|
| Subject:               |              |  |  |  |  |
| Motion To:             |              |  |  |  |  |
| Motion By:             |              |  |  |  |  |
| Seconded:              |              |  |  |  |  |
| Unfinished<br>Business | Gray         |  |  |  |  |
|                        | Marsh        |  |  |  |  |
|                        | Kinion       |  |  |  |  |
|                        | Petty        |  |  |  |  |
|                        | Tennant      |  |  |  |  |
|                        | Bunch        |  |  |  |  |
|                        | La Tour      |  |  |  |  |
|                        | Long         |  |  |  |  |
|                        | Mayor Jordan |  |  |  |  |

|                                                             |              |                                              |          |         |  |
|-------------------------------------------------------------|--------------|----------------------------------------------|----------|---------|--|
| Subject:                                                    |              | RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES) |          |         |  |
| Motion To:                                                  |              | 2nd Read                                     | 3rd Read | Approve |  |
| Motion By:                                                  |              | Gray                                         |          |         |  |
| Seconded:                                                   |              | Tennant                                      |          |         |  |
| New<br>Business<br>C. 1<br><br>Left on<br>Second<br>Reading | Gray         | ✓                                            |          |         |  |
|                                                             | Marsh        | ✓                                            |          |         |  |
|                                                             | Kinion       | ✓                                            |          |         |  |
|                                                             | Petty        | N                                            |          |         |  |
|                                                             | Tennant      | ✓                                            |          |         |  |
|                                                             | Bunch        | ✓                                            |          |         |  |
|                                                             | La Tour      | absent                                       | absent   | absent  |  |
|                                                             | Long         | ✓                                            |          |         |  |
|                                                             | Mayor Jordan |                                              |          |         |  |

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|                                                    |              |                                                                                         |          |         |  |
|----------------------------------------------------|--------------|-----------------------------------------------------------------------------------------|----------|---------|--|
| Subject:                                           |              | 2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES |          |         |  |
| Motion To:                                         |              | 2nd Read                                                                                | 3rd Read | Approve |  |
| Motion By:                                         |              | Kinion                                                                                  | Kinion   |         |  |
| Seconded:                                          |              | Long                                                                                    | Marsh    |         |  |
| New<br>Business<br>C. 2<br><br>Approve<br><br>6003 | Gray         | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Marsh        | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Kinion       | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Petty        | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Tennant      | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Bunch        | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | La Tour      | absent                                                                                  | absent   | absent  |  |
|                                                    | Long         | ✓                                                                                       | ✓        | ✓       |  |
|                                                    | Mayor Jordan |                                                                                         |          |         |  |

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|-------------------------------------------------------|--------------|----------|----------|---------|--|
| <b>Subject:</b> INVERITAS RESEARCH & CONSULTING, LLC  |              |          |          |         |  |
| <b>Motion To:</b>                                     |              | 2nd Read | 3rd Read | Approve |  |
| <b>Motion By:</b>                                     |              | Marsh    | Gray     |         |  |
| <b>Seconded:</b>                                      |              | Gray     | Marsh    |         |  |
| New<br>Business<br>C. 3<br><br><u>Approve</u><br>6004 | Gray         | ✓        | ✓        | ✓       |  |
|                                                       | Marsh        | ✓        | ✓        | ✓       |  |
|                                                       | Kinion       | ✓        | ✓        | ✓       |  |
|                                                       | Petty        | ✓        | ✓        | ✓       |  |
|                                                       | Tennant      | ✓        | ✓        | ✓       |  |
|                                                       | Bunch        | ✓        | ✓        | ✓       |  |
|                                                       | La Tour      | absent   | absent   | absent  |  |
|                                                       | Long         | ✓        | ✓        | ✓       |  |
|                                                       | Mayor Jordan |          |          |         |  |

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|-----------------------------------------------------------------------|--------------|----------|----------|---------|--|
| <b>Subject:</b> APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI) |              |          |          |         |  |
| <b>Motion To:</b>                                                     |              | 2nd Read | 3rd Read | Approve |  |
| <b>Motion By:</b>                                                     |              | Petty    | Marsh    |         |  |
| <b>Seconded:</b>                                                      |              | Marsh    | Gray     |         |  |
| New<br>Business<br>C. 4<br><br><u>Approve</u><br>6005                 | Gray         | ✓        | ✓        | ✓       |  |
|                                                                       | Marsh        | ✓        | ✓        | ✓       |  |
|                                                                       | Kinion       | ✓        | ✓        | ✓       |  |
|                                                                       | Petty        | ✓        | ✓        | ✓       |  |
|                                                                       | Tennant      | ✓        | ✓        | ✓       |  |
|                                                                       | Bunch        | ✓        | ✓        | ✓       |  |
|                                                                       | La Tour      | absent   | absent   | absent  |  |
|                                                                       | Long         | ✓        | ✓        | ✓       |  |
|                                                                       | Mayor Jordan |          |          |         |  |

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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: **October 18, 2017**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of October 17, 2017**

1. A resolution to authorize the application for an 80/20 Matching Grant from the Arkansas Department of Aeronautics in the amount of \$135,900.00 for rehabilitation of the terminal parking lot at Drake Field.
2. A resolution to approve the purchase of software on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials Valuepoint Cooperative Purchasing Agreement through April 7, 2018, and any future renewal periods.
3. A resolution to approve the purchase of computers on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials Valuepoint Cooperative Purchasing Agreement through March 31, 2020, and any future renewal periods.
4. A resolution to approve an amendment to the 2010 and 2013 service agreements with Neogov, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.
5. A resolution to authorize acceptance of a 2017-2018 Selective Traffic Enforcement Program Grant in the amount of \$122,600.00, and to approve a budget adjustment.
6. A resolution to approve a budget adjustment in the total amount of \$17,300.00 representing donations received by the Fayetteville Police Department and a contribution from the Washington County Prosecuting Attorney to the Fourth Judicial District Drug Task Force for support of rural officer expenses.
7. A resolution to approve the purchase of dispatch furniture for the Central Dispatch Center from Xybix Systems, Inc. in the amount of \$133,889.24 pursuant to a Houston-Galveston Area Council Cooperative Purchasing Contract.

8. A resolution to approve a budget adjustment in the amount of \$92,454.00 to allow for the completion of restroom facilities, storage space and an open classroom space at the Fire Department Training Grounds.

9. A resolution to approve Task Order No. 8 with Garver, LLC in the amount of \$27,600.00 to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Drake Field, and to approve a budget adjustment.

10. A resolution to approve a budget adjustment in the amount of \$5,968.00 to allow for construction materials testing and special inspections for the Water & Sewer outbuildings construction.

11. A resolution to approve the conveyance of an electrical distribution line easement to Ozarks Electric Cooperative Corporation across a portion of Bryce Davis Park to supply electricity for lights at Iams Dog Park.

12. A resolution to adopt the 2018-2022 Five-Year Capital Improvements Plan.

13. An ordinance to enact § 173.12 **Specifications for Water and Sewer Lines** in Chapter 173 **Building Regulations** of the Unified Development Code.

14. An ordinance to waive the requirements of formal competitive bidding and approve a contract with Inveritas Research & Consulting, LLC in the amount of \$3,500.00 to conduct a workshop for the City Management team to develop an implementation plan based on the Inveritas strategic planning final report submitted to the City Council after their spring workshop.

15. An ordinance to rezone that property described in rezoning petition RZN 17-5901 for approximately 1.20 acres located at 1100 North Meadowlands Drive from R-O, Residential Office to CS, Community Services.

# City of Fayetteville, Arkansas

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



## Meeting Agenda - Final Agenda

**Tuesday, October 17, 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:****Agenda Additions:****1. [2017-0528](#)**

**Agenda Additions:** The following item was tabled indefinitely at the October 3, 2017 City Council meeting. Aviation is requesting that this item be removed from the table and the resolution amended. New information regarding this project will be emailed prior to the October 17, 2017 City Council meeting.

**ARKANSAS DEPARTMENT OF AERONAUTICS:**

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

**Attachments:** [Disregard this packet.: ARKANSAS DEPARTMENT OF AERONAUTICS](#)

*At the October 3, 2017 City Council Meeting this resolution was removed from consent and tabled indefinitely.*

**A. Consent:****A. 1 [2016-0585](#)**

APPROVAL OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING MINUTES.

**A. 2**     [2017-0565](#)**STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE:**

A RESOLUTION TO APPROVE THE PURCHASE OF SOFTWARE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH APRIL 7, 2018, AND ANY FUTURE RENEWAL PERIODS

Attachments:            [STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE](#)

**A. 3**     [2017-0567](#)**STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF COMPUTERS ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH MARCH 31, 2020, AND ANY FUTURE RENEWAL PERIODS

Attachments:            [STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT](#)

**A. 4**     [2017-0571](#)**NEOGOV, INC. AMENDMENT:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

Attachments:            [NEOGOV, INC. AMENDMENT](#)  
                                  [NEOGOV 2010 Agreement](#)  
                                  [NEOGOV 2013 Agreement](#)

**A. 5**      [2017-0494](#)**2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$122,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

**Attachments:**            [2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT](#)  
                                 [BA\\_ 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT](#)

**A. 6**      [2017-0531](#)**FAYETTEVILLE POLICE DEPARTMENT DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$17,300.00 REPRESENTING DONATIONS RECEIVED BY THE FAYETTEVILLE POLICE DEPARTMENT AND A CONTRIBUTION FROM THE WASHINGTON COUNTY PROSECUTING ATTORNEY TO THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR SUPPORT OF RURAL OFFICER EXPENSES

**Attachments:**            [FAYETTEVILLE POLICE DEPARTMENT DONATIONS](#)  
                                 [BA\\_FAYETTEVILLE POLICE DEPARTMENT DONATIONS](#)

**A. 7**      [2017-0572](#)**XYBIX SYSTEMS, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF DISPATCH FURNITURE FOR THE CENTRAL DISPATCH CENTER FROM XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$133,889.24 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT

**Attachments:**            [XYBIX SYSTEMS, INC](#)

**A. 8**      [2017-0486](#)**FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,454.00 TO ALLOW FOR THE COMPLETION OF RESTROOM FACILITIES, STORAGE SPACE AND AN OPEN CLASSROOM SPACE AT THE FIRE DEPARTMENT TRAINING GROUNDS

**Attachments:**[FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT](#)[BA FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT](#)**A. 9**      [2017-0575](#)**ENERGY ASSESSMENT TASK ORDER 08:**

A RESOLUTION TO APPROVE TASK ORDER NO. 8 WITH GARVER, LLC IN THE AMOUNT OF \$27,600.00 TO COMPLETE AN ENERGY ASSESSMENT FOR THE TERMINAL BUILDING, TERMINAL PARKING LOT, AND AIRFIELD ELECTRICAL VAULT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

**Attachments:**[ENERGY ASSESSMENT TASK ORDER 08](#)[BA ENERGY ASSESSMENT TASK ORDER 08](#)**A. 10**      [2017-0535](#)**WATER & SEWER OUTBUILDINGS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

**Attachments:**[WATER & SEWER OUTBUILDINGS CONSTRUCTION](#)[BA WATER & SEWER OUTBUILDINGS CONSTRUCTION](#)

**A. 11**     [2017-0553](#)**OZARKS ELECTRIC UTILITY EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF AN ELECTRICAL DISTRIBUTION LINE EASEMENT TO OZARKS ELECTRIC COOPERATIVE CORPORATION ACROSS A PORTION OF BRYCE DAVIS PARK TO SUPPLY ELECTRICITY FOR LIGHTS AT IAMS DOG PARK

Attachments:             [OZARKS ELECTRIC UTILITY EASEMENT](#)

**B. Unfinished Business:****B. 1**     [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments:             [APPEAL OF LSD 17-5775: \(324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION\)](#)  
[ADDITIONAL APPEAL OF LSD 17-5775: \(324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION\)](#)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting. At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.*

**B. 2**     [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments:             [SMALL CELL COMMUNICATIONS FACILITIES](#)

*At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*



**B. 3**      [2017-0508](#)**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments:              [2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN](#)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting.*

**C. New Business:****C. 1**      [2017-0564](#)**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments:              [RZN 17-5925: \(820 S. GOVERNMENT AVE./BARNES\)](#)

**C. 2**      [2017-0556](#)**2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:**

AN ORDINANCE TO ENACT § 173.12 SPECIFICATIONS FOR WATER AND SEWER LINES IN CHAPTER 173 BUILDING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE

Attachments:              [2017 WS STANDARD SPECIFICATIONS](#)

**C. 3**      [2017-0569](#)**INVERITAS RESEARCH & CONSULTING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH INVERITAS RESEARCH & CONSULTING, LLC IN THE AMOUNT OF \$3,500.00 TO CONDUCT A WORKSHOP FOR THE CITY MANAGEMENT TEAM TO DEVELOP AN IMPLEMENTATION PLAN BASED ON THE INVERITAS STRATEGIC PLANNING FINAL REPORT SUBMITTED TO THE CITY COUNCIL AFTER THEIR SPRING WORKSHOP

**Attachments:**[INVERITAS RESEARCH & CONSULTING, LLC](#)[BA INVERITAS RESEARCH & CONSULTING, LLC](#)**C. 4**      [2017-0559](#)**APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5901 FOR APPROXIMATELY 1.20 ACRES LOCATED AT 1100 NORTH MEADOWLANDS DRIVE FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

**Attachments:**[APPEAL RZN 17-5901: \(1100 N. MEADOWLANDS/KHAJEHNAJAFI\)](#)**D. City Council Agenda Session Presentations:****D. 1**      [2017-0515](#)

AGENDA SESSION PRESENTATION - ENERGY ACTION PLAN UPDATE

**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](http://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.

**KIT WILLIAMS**  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

October 5, 2017

Executive Director Deniece Smiley  
Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

Re: Request for information for Fayetteville City Council

Dear Deniece,

Some City Council members believed the percentage of your current tenants living in Willow Heights who own a car could be a factor to determine if a dangerous traffic condition would be created or compounded by your proposed expansion of Morgan Manor. You were requested last Tuesday night by Fayetteville City Council members to provide this information to them by or before the next City Council meeting on October 17<sup>th</sup>.

With kindest regards,

A handwritten signature in blue ink, appearing to read "Kit Williams", is written over a horizontal line.

**KIT WILLIAMS**  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

## CityClerk

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**From:** fhousing@fayettevillehousingauthority.org  
**Sent:** Thursday, October 05, 2017 5:05 PM  
**To:** Lynch, Rhonda  
**Cc:** Jordan, Lioneld; Marr, Don; Smith, Sondra; CityClerk; Williams, Kit; Pennington, Blake  
**Subject:** Re: Letter RE: Request for information for Fayetteville City Council

All,

I will present this letter to the residents of Willow Heights and will forward to all concerned the information that I receive from them.

On Tuesday, October 4, 2017 at the City Council Meeting, I responded to the Mayor's question that none of this information was available to the housing authority at this time. There has never been a reason to request that information and there are no requirements that our residents provide that information.

Thanks,  
Deniece Smiley

> Hi Deniece,  
>  
> Please see attached letter from Kit regarding information for City  
> Council. We will also send you a hard copy of the letter in the mail.  
>  
> Thank you,  
> Rhonda  
>  
> Rhonda Lynch  
> Paralegal  
> Office of the City Attorney  
> City of Fayetteville, Arkansas  
> rlynch@fayetteville-ar.gov<mailto:rlynch@fayetteville-ar.gov>  
> T 479.575.8313  
> Website<<http://www.fayetteville-ar.gov/>> |  
> Facebook<<https://www.facebook.com/fayettevillearkansasgovernment>> |  
> Twitter<<https://twitter.com/fyvgov>> |  
> Instagram<<https://www.instagram.com/fyvgov/>> |  
> YouTube<<http://www.youtube.com/user/cityoffayettevillear>>  
> [cid:image005.png@01D2C2A2.89201F80]<<http://www.fayetteville-ar.gov/>>

## CityClerk

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**From:** Melissa Terry <melissaterry@yahoo.com>  
**Sent:** Thursday, October 05, 2017 9:26 PM  
**To:** fhousing@fayettevillehousingauthority.org  
**Cc:** Lynch, Rhonda; Jordan, Lioneld; Marr, Don; Smith, Sondra; CityClerk; Williams, Kit; Pennington, Blake  
**Subject:** Re: Letter RE: Request for information for Fayetteville City Council

No attachment included - can you please resend?

Also, I would like to clarify for the record the methodology you would like to employ in obtaining the requested information:

\* via letter? If so, I would ask that we include a SASE with the letter and/or (since there is no outgoing mailbox @Willow Heights) ask the on-site preschool if they would be willing to host a letter drop box at their facility the contents of which we could collect on 10/13/17. I would be happy to volunteer with a fha staff member in tabulating the results;

\* via door-to-door survey? If so, I would be happy to volunteer with a fha staff member and/or other neighborhood volunteers;

\* via telephone? Again, happy to volunteer if this is the preferred method.

I'm a little surprised that we don't already have this information on file, as most rental properties request these data on their application forms...if that is not the case for current fha public housing residents, perhaps we can amend the current application form to include that as a data field requirement?

In previous on record statements made to the City Planning Commission & @ the Willow Heights neighborhood meeting this summer, fha representatives stated on the record that Willow Heights residents have fewer cars than comparable sized multi-family units, so maybe you already have this data or maybe those were just anecdotal statements? Either way, it's a good idea to employ unbiased social science tools to answer the outstanding City Council's request..

Please let us know what methodology works best for you and count on me to help with whichever method you choose.

Kindest regards,  
Melissa Terry

"Unless somebody like you cares a whole awful lot, nothing is going to get better. It's not."

> On Oct 5, 2017, at 5:05 PM, fhousing@fayettevillehousingauthority.org wrote:

>

>

> All,

>

> I will present this letter to the residents of Willow Heights and will forward to all concerned the information that I receive from them.

>

> On Tuesday, October 4, 2017 at the City Council Meeting, I responded to the Mayor's question that none of this information was available to the housing authority at this time. There has never been a reason to request that information and there are no requirements that our residents provide that information.

>

>

>

> Thanks,

> Deniece Smiley

>

>

>> Hi Deniece,

>>

>> Please see attached letter from Kit regarding information for City Council. We will also send you a hard copy of the letter in the mail.

>>

>> Thank you,

>> Rhonda

>>

>> Rhonda Lynch

>> Paralegal

>> Office of the City Attorney

>> City of Fayetteville, Arkansas

>> rlynch@fayetteville-ar.gov<mailto:rlynch@fayetteville-ar.gov>

>> T 479.575.8313

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>> [cid:image005.png@01D2C2A2.89201F80]<<http://www.fayetteville-ar.gov/>>

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>



Council Member Adella Gray  
Ward 1 Position 1

Council Member Sarah Marsh  
Ward 1 Position 2

Council Member Mark Kinion  
Ward 2 Position 1

Council Member Matthew Petty  
Ward 2 Position 2



Council Member Justin Tennant  
Ward 3 Position 1

Council Member Sarah Bunch  
Ward 3 Position 2

Council Member John La Tour  
Ward 4 Position 1

Council Member Alan T. Long  
Ward 4 Position 2

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

**City of Fayetteville Arkansas  
City Council Meeting  
October 3, 2017**

**A meeting of the Fayetteville City Council was held on October 3, 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: Council Member Sarah Marsh, Mark Kinion, Matthew Petty, Sarah Bunch, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.**

**Absent: Council Members Adella Gray, Justin Tennant, and John La Tour.**

**Pledge of Allegiance**

**Mayor's Announcements, Proclamations and Recognitions:**

**Mayor Jordan:** Item three on the Consent Agenda will be pulled. Is it going to be put back on the agenda anywhere?

**City Attorney Kit Williams:** We can't totally pull it off without putting it on the agenda someplace. The person who is the proponent of this wants it denied because they want to redo the item. Sondra, when will we look at this item?

**City Clerk Treasurer Sondra Smith:** Right after the Consent Agenda.

**City Council Meeting Presentations, Reports, and Discussion Items:**

**Monthly Financial Report - Paul Becker**

**Paul Becker**, Chief Financial Officer gave a brief summary of the Monthly Financial Report for 2017.

**Nominating Committee Report - Housing Authority Board**

**Council Member Kinion** presented the Nominating Committee report for the Housing Authority Board and recommended the appointment of Melissa Terry.

A copy of the report is attached.

**Council Member Long** moved to approve the Nominating Committee Report. **Council Member Kinion** seconded the motion. Upon roll call the motion passed 5-0. **Council Members Long, Marsh, Kinion, Petty, and Bunch** voting yes. **Council Members Adella Gray, Justin Tennant, and John La Tour** were absent.

**Agenda Additions:** None

**Consent:**

Approval of the September 19, 2017 City Council Meeting Minutes.

***Approved***

**Missy Gipson Lease Agreement:** A resolution to approve a short-term lease agreement with Missy Gipson for the Drake Field Terminal Building banquet area for rent in the amount of \$775.00.

***Resolution 197-17 as recorded in the office of the City Clerk***

**Arkansas Department of Aeronautics:** A resolution to authorize the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field.

**Arkansas Department of Aeronautics was removed from the Consent Agenda and placed before Unfinished Business for discussion.**

**Bid #17-52 Cintas Corporation:** A resolution to award Bid #17-52 and authorize the purchase of Class C Uniforms from Cintas Corporation as needed by the Fire Department through 2022, at an estimated cost of \$13,728.30 per year.

***Resolution 198-17 as recorded in the office of the City Clerk***

**Bid #17-53 Rush Running Company:** A resolution to award Bid #17-53 and authorize the purchase of running shoes from Rush Running Company as needed by the Fire Department through 2022, at an estimated cost of \$8,400.00 per year.

***Resolution 199-17 as recorded in the office of the City Clerk***

**Hutchens Construction Co.:** A resolution to award Bid #17-60 and authorize a contract with Hutchens Construction Co. in the amount of \$26,082.00 for parking lot paving at the city-owned property occupied by the Ellen Smith Head Start Program located at 2052 South Garland Avenue.

***Resolution 200-17 as recorded in the office of the City Clerk***

**Fayetteville Race Series/Special Events:** A resolution to approve a budget adjustment to increase funding for the Fayetteville Race Series by the amount of \$10,726.00.

***Resolution 201-17 as recorded in the office of the City Clerk***

**Fayetteville Senior Activity and Wellness Center Kitchen Expansion:** A resolution to approve a budget adjustment recognizing Community Development Block Grant funds in the amount of \$150,000.00 for the Senior Activity and Wellness Center Kitchen Expansion, and to approve a project contingency in the amount of \$50,000.00.

***Resolution 202-17 as recorded in the office of the City Clerk***

**Trail of Tears Memorialization Historical Event:** A resolution to approve a payment in the amount of \$4,000.00 to the University of Arkansas for costs associated with a Trail of Tears Memorial, and to approve a budget adjustment.

***Resolution 203-17 as recorded in the office of the City Clerk***

**Bid #17-39 Benchmark Construction of NWA, Inc.:** A resolution to award Bid #17-39 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$366,000.00 for construction of the Water and Sewer Outbuildings, to approve a project contingency in the amount of \$36,600.00, and to approve a budget adjustment.

***Resolution 204-17 as recorded in the office of the City Clerk***

**McClelland Consulting Engineers, Inc.:** A resolution to approve a contract with McClelland Consulting Engineers, Inc. in the amount of \$107,144.55 for engineering services associated with utility relocations along Highway 16 between College Avenue and Huntsville Road required for Arkansas Department of Transportation Job 040579, and to approve a project contingency in the amount of \$10,714.45.

***Resolution 205-17 as recorded in the office of the City Clerk***

**Hawkins-Weir Engineers, Inc.:** A resolution to approve a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$121,800.00 for engineering services related to the Goshen and Benson Water Tank Improvements, and to approve a project contingency in the amount of \$12,180.00.

***Resolution 206-17 as recorded in the office of the City Clerk***

**Scott Hancock Conveyance of a Permanent Access Easement:** A resolution to approve the conveyance of a permanent access easement to Scott Hancock across part of the south portion of the Gulley Road Water Tank property to allow a secondary point of access.

***Resolution 207-17 as recorded in the office of the City Clerk***

**Garden District Townhomes, LLC:** A resolution to approve a cost share agreement with Garden District Townhomes, LLC for construction of a sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue with the total cost to Garden District Townhomes not to exceed \$5,611.14.

***Resolution 208-17 as recorded in the office of the City Clerk***

**Bid #17-55 A&A Service Electric Inc.:** A resolution to award Bid #17-55 and authorize a contract with A&A Service Electric, Inc. in the amount of \$810,483.00 for the installation of lighting along the Mud Creek Trail and the northern portion of the Razorback Regional Greenway, to approve a project contingency in the amount of \$16,209.66, and to approve a budget adjustment.

***Resolution 209-17 as recorded in the office of the City Clerk***

**Hearth Homeless Housing Program:** A resolution to authorize the addition of 1.0 full time equivalent position to the Community Resources Division to hire a third case manager to provide housing services for homeless Fayetteville residents.

***Resolution 210-17 as recorded in the office of the City Clerk***

**Council Member Marsh moved to accept the Consent Agenda as read. Council Member Kinion seconded the motion. Upon roll call the motion passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

**Arkansas Department of Aeronautics:** A resolution to authorize the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field.

**Arkansas Department of Aeronautics was removed from the Consent Agenda and placed before Unfinished Business for discussion.**

**Terry Gulley**, Transportation Services Director gave a brief description of the resolution. He stated he wants to pull the item and bring it back at a later date.

**Mayor Jordan:** How long?

**Terry Gulley:** Not sure.

**Mayor Jordan:** You want to table it?

**City Attorney Kit Williams:** You can table it indefinitely if you want.

**Council Member Long moved to table the resolution indefinitely. Council Member Kinion seconded the motion. Upon roll call the motion passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***This resolution was Tabled Indefinitely***

#### **Unfinished Business:**

**Appeal of LSD 17-5775: (324 E. 12th Place/Morgan Manor Apts. Addition):** A resolution to grant the appeal of City Council Member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a Large Scale Development. *At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.*

**Council Member Marsh:** This issue has come to my attention through concerned citizens. The Housing Authority is attempting to concentrate poverty in a portion of South Fayetteville. It is far removed from services, access to schools, and critical infrastructure that tenants need. Planning Commissioner Quinlan has sent a packet of information to us that summarizes the issue. The process that the Housing Authority used does not meet the high standards of the City of Fayetteville in regard to transparency, public process, and citizen engagement. We have to make a decision based on the projects compliance with the Unified Development Code. Approval of the Morgan Manor development is one of the three triggering conditions of approval for sale of our Willow Heights housing project. Keep that in mind as you consider whether or not this development meets the prerequisites of our UDC. I am making the appeal based on subsection 4, which will create or compound a dangerous traffic condition. The proposed plan more than doubles the number of families living on South Wood Avenue, which does not meet City of Fayetteville standards. Our code states that when a proposed development has access to paved streets or roads only by way of substandard streets, the developer shall be responsible for contributing this proportionate share of the cost of improving the substandard access streets to existing city streets. The FHA has stated that the residents have a lower car ownership rate than typical Fayetteville population and are more dependent on walking, biking, and transit. In the neighborhood where they are proposing to move these residents, it's only accessible by substandard streets. The sidewalks are not handicap accessible. Fayetteville public schools will not be able to send school buses down the street. Children will have to walk to College Avenue to meet the closest school bus route, whereas at their

existing location they are able to walk to the elementary school. Increasing the number of residents' dependent on walking in a neighborhood that requires walking in the street compounds an already dangerous traffic situation.

**Mayor Jordan:** Andrew, I would like to hear staff's perspective on this.

**Andrew Garner,** City Planning Director: From a traffic safety standpoint, the Council should proceed with caution if you find this to be a dangerous neighborhood or situation. This is similar to many streets throughout the whole city, as far as street widths and sidewalks. The city contributed money for the Willow Bend project which is creating over 80 units on the same street, just to the north of here. It was approved by the Planning Commission that it met a safe traffic situation, with even more traffic. In this particular neighborhood, it's not like some of the other neighborhoods in Fayetteville where it's very steep and you might have some sight distance and access issues to be aware of that could create a dangerous sight lines of cars and pedestrians. In fact, this is one of the more flat areas and many of the streets here do have sidewalks at the back of curb and streets are slow speed and well connected. One of the excellent things about these older neighborhoods is they have good bones as far as street connections. This project would improve traffic safety and improve street connectivity. I'm not sure about the school bus issue as far as where the school buses run. This would allow fire trucks and ambulances to come down Wood Avenue and come out at 15<sup>th</sup> Street. From the Development Services Department, we don't feel like this would be creating or compounding a dangerous traffic situation.

**Mayor Jordan:** You think it will improve the situation from what it is now?

**Andrew Garner:** It will improve the situation for the whole neighborhood.

**Mike Emery,** Housing Authority Board of Commissioners Chairman: The primary goal of the Housing Authority is to provide safe and affordable housing to low income families. I have a petition that represents 75% of our Willow Heights residents who are in favor of this move and project. We are disappointed at the actions surrounding this appeal of the Planning Commissions' approval. Any citizen who walked through the front doors of City Hall this evening could see the posted business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. That same information appears on the city website. The appeal of our project was filed at 5:21 p.m. on the last day and was allowed to stand. Our formal protest of this appeal was denied by the City Attorney on the grounds that, "The City Clerk's Office was in reality open for business at 5:21 p.m. on August 28, 2017, and so the submitted appeal was timely." By law the City Council is bound to the same rules as the public concerning appeals. If the information available to the public indicates close of business is 5:00 p.m., then the City Council members should be held to that same standard. There were people questioning why the Housing Authority was not represented during your meeting two weeks ago. We did not know about the appeal. The city notification system failed to inform the Housing Authority.

**Mayor Jordan:** What we are trying to discuss right now is the project. We'll get to that end of it, but I would like to see why you all think this is a good project.



**Deniece Smiley,** Housing Authority Executive Director spoke about the conditions at Willow Heights. She stated she received her capital fund award from HUD and has \$47,000 for capital improvements at Willow Heights. She stated it would cost over \$4 million dollars to repair Willow Heights. She spoke about the water and sewer line pipe conditions at Willow Heights and in the last couple of years they have spent over \$5,000 in repairing sewer line issues. She stated they own the Morgan Manor land and it would not add extra cost to the construction cost. She stated that this is about residents having safe, decent, and affordable housing and what they have now is not very safe. She doesn't know when the lines will collapse, but since they are already having problems, she believes it is going to happen soon and doesn't know where the money is going to come from. She stated emergency grants take a while to get, bills have to be paid and she doesn't know where the money is going to come from. She spoke about HUD requiring a certain amount of money to be set aside to be operable. She believes the project is necessary.

**Council Member Marsh:** Through the Freedom of Information Act, we found that through your own cost assessment, you could bring the 40 existing units up to standards for \$2.1 million. The new construction is \$8.65 million. None of this is relevant because we are here to discuss whether or not the Morgan Manor proposal is consistent with our Unified Development Code.

**Deniece Smiley:** It is relevant. When we had our proposals, one proposal was done for one specific reason, physical need assessment. You looked at the exterior of the building. You didn't look at pipes and possible asbestos. When the city asked for another proposal, we got that. It came back at over \$4 million and we don't have that. We have \$47,000. RAD is going to allow us to use a process to make better housing for our residents. They don't have central air, it isn't ADA accessible, and there are plumbing problems. I can't do my job to provide fair, safe, and affordable housing with the conditions and the financial straits we are in.

**Mayor Jordan:** How is this development going to help the area? How are we going to get access to the roads? How does this all work in the neighborhood to meet the code? We can talk about money and whether the appeal was proper, but Council Member Marsh brings up a good point in that is this compatible with the neighborhood around it? If that is so, I would like to keep the topic with that as best we can.

**City Attorney Kit Williams:** Mayor, I informed the Planning Commission we can't look at compatibility. That is something that should be done by zoning.

**Mayor Jordan:** Okay.

**City Attorney Kit Williams:** As Council Member Marsh stated, the only things we can look at are printed in our Unified Development Code. There are six reasons for potential denial of a Large Scale Development. The only one that has any real discretion in it is the one she mentioned, which says the proposed development will create or compound a dangerous traffic condition. For purposes of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to high traffic volume, topography or the nature of the traffic pattern. Whether or not this is a good project or Willow Heights needs to be removed or kept has no bearing whatsoever in this decision. That particular decision was made and is the responsibility of the Fayetteville

Housing Authority. They made the decision and thought it was in the best interest of their clients to go in this direction. Reasonable people can disagree and say that is not right, but that is not an issue before us. Even though you would like to defend that decision and other people would like to attack it, it's really not before the City Council. It is whether or not, one of these six factors in our UDC have been violated. If one has been violated, the Large Scale Development can be turned down. If none of them have been violated, it must be approved.

**Eric Gold**, Manager and Principal of RAD Conversion Specialists stated he is a consultant to the Housing Authority and was surprised by the number of allegations made against them and the Housing Authority at the September 19, 2017 City Council meeting. He stated the application for Large Scale Development should be judged on whether or not it meets the minimum requirements of the UDC. He gave a brief description about the parameters under which the Housing Authority makes its decisions. He stated that during the September 19, 2017 City Council meeting, Council Member La Tour expressed his concerns about the egregious allegations being made against RAD and the Housing Authority. He stated he would like to refute the allegations.

**Mayor Jordan:** We have to stay with the Unified Development Code. The City Attorney has laid out the ground rules.

**Eric Gold:** There were a number of egregious allegations being made against the Housing Authority and us. We should have an opportunity in public to respond to those. We would have had a chance if we had been notified of the meeting two weeks ago.

**Mayor Jordan:** Our meetings are always publicized by the City Clerk. The City Attorney has laid out the ground rules of what we are here to discuss and that is the Unified Development Code.

**George Ducane**, Blew & Associates: What was the violation that we had against the UDC? What was the reason it was brought back for appeal?

**City Attorney Kit Williams:** That it violated one of the six factors of the UDC that allow for rejection of a Large Scale Development. As made more clear tonight and at the last meeting was the allegation it would create or compound a dangerous traffic situation.

**George Ducane** spoke about creating multiple levels of connectivity for the apartment project.

There was a brief description about streets being connected and widened.

**George Ducane:** We'll have better connectivity to Washington and to Wood Avenue from our property which we do not have at this time.

**Mayor Jordan:** Andrew, are you in agreement with that?

**Andrew Garner:** I do agree with the applicant's engineer.

**Council Member Marsh:** Will you be connecting Wood Avenue all the way through to 15<sup>th</sup> Street?



**George Ducane:** At this time that is not part of our budget.

**Council Member Marsh:** There are two means to exit this development. It is going to be through South Washington Avenue or South Wood Avenue?

**George Ducane:** Correct.

**Council Member Marsh:** Both are substandard streets.

**George Ducane:** Only through development do we get better streets. As part of our development we would be improving our section of the streets. We would hope that the development up north from us would also improve the rest of the streets.

**Council Member Marsh:** Most of the rest of that street is already developed. Andrew, show us the route students would walk to Washington Elementary from Morgan Manor. What is the safest way?

**Andrew Garner:** I haven't looked at the full route. It is quite a way I think from Washington. The quickest route would be out to the west and then eventually up South School. There are a number of different routes because it is a grid street system. Likely, if you are walking it would be on smaller streets that are 20 feet to 25 feet wide. In some places, there are sidewalks at the back of the curb and some places there aren't sidewalks. This is similar to many other areas around schools.

**Council Member Marsh:** Where is a safe crossing for children to get to school across 71B?

**Andrew Garner:** Again, I haven't looked at Washington Avenue. That is quite a distance from the property. There is a couple of signalized crossings on 71. I believe there is one at Dickson Street and Mission.

**Council Member Marsh:** Which route would residents take to walk to a grocery store from the proposed development?

**Andrew Garner:** Probably the closest grocery store is at the corner of Highway 45 and College. You would probably take east of 71 Business route and walk up through neighborhoods. I don't think you would walk along 71 Business.

**Council Member Long:** Can we consider the impact of walking in regard to the Unified Development Code?

**City Attorney Kit Williams:** When you read the UDC, it talks about the risk of accidents involving motor vehicles. It doesn't talk about pedestrian safety there, but I think it's probably not totally off base that a pedestrian might be hit by a motor vehicle. We are looking at safety and you can look at it. We have to be reasonable in what we are looking at. We don't control the school district zones or bus routes. We need to stay within our own sphere and not get into another governmental entity sphere. Washington is a very long way from Morgan Manor and would be a

difficult thing, but that's not for us to decide. The school district would look at that and decide the safest way for children to walk and whether or not it's safer to have a bus take them somewhere.

**Mayor Jordan:** Have you talked to the school district about the routes? If you make these improvements, are they going to look at picking up children in the area?

**Eric Gold:** There is currently a bus stop at 12<sup>th</sup> and College. I talked to Route Coordinator, Rick McWhorter at the bus depot. He said that once the apartments were built, they could add a stop at Wood and McClinton, which would be even closer.

**Mayor Jordan:** You have talked to them and they are willing to put a bus stop at Wood and McClinton?

**Eric Gold:** Yes. The bus stop at College is only two blocks from the site. There are continuous sidewalks on both Wood and Washington all the way up to 7<sup>th</sup> and then continuous sidewalks from 7<sup>th</sup> to College all the way into Downtown. The Neighborhood Market is 1.1 miles from both sites. The Farmer's Market is a half mile further from Morgan Manor. There are several amenities that are closer to Morgan Manor such as the Jefferson Center, Walker Park, Senior Center, and Frisco Trail.

**City Attorney Kit Williams** reminded the public to stay on topic that is before the City Council and not whether it is a good project or not.

**Bill Reagan**, Fayetteville Resident voiced his concerns about drainage and traffic.

**Olivia Trumble**, Fayetteville Resident spoke about traffic concerns when walking from Morgan Manor to Washington Elementary.

**Rachel Reynolds**, South 12<sup>th</sup> Street spoke about pedestrian traffic safety and bus ridership.

**Melissa Terry**, Wood Avenue spoke about traffic concerns and sidewalk connectivity.

**Trisha Gooding** spoke about pedestrian traffic safety.

**Council Member Kinion:** You currently live where?

**Trisha Gooding:** On Spring Street.

**Council Member Kinion:** We are talking about safety issues. From where you live on Spring, are you saying it's a compounding issue that concerns you because you see it as an increase of risk and safety?

**Trisha Gooding:** I'm worried about my neighbors that live near me now.

**Council Member Kinion:** You think you are putting them in harm's way by moving them?

**Trisha Gooding:** Yes, by moving them away from a smaller and safer neighborhood.

**Council Member Kinion:** I'm basing my thought on what we are faced with, which is the safety issue down at the relocation of Morgan Manor. You do have a valid point of view when you care for your neighbors. Are you saying you think there is an increased risk of a pedestrian/car incident by relocating more individuals in this area?

**Trisha Gooding:** Correct.

**Council Member Kinion:** We have to look only at the integrity and safety of the neighborhood as we move forward. I'm feeling at this moment that there is an increased risk of safety in this area. There are topography challenges. There are areas needing infrastructure improvements and the city probably needs to step up and do it. Until that happens, it wouldn't be appropriate to move forward on this. There is an increased risk of safety. Until I hear something different, I will be basing my vote on the neighbors that actually live, walk, and know the neighborhood in which they live. Thank you to the Housing Authority. I was on the Housing Authority and it is not easy. We must work as a community to resolve the issue. In no way does this reflect on the Housing Authority.

**Council Member Petty:** I am careful about setting a new precedent with regards to the termination of creating or compounding a dangerous traffic condition. Are we able to consider the proposed development and its users might have a disproportionate rate of vehicle ownership or things of that nature? Are we restricted to merely considering what might be constructed?

**City Attorney Kit Williams:** We have to avoid speculation about things we don't have facts for, in regard to vehicle ownership, but also to traffic safety itself. Usually if you are looking at turning down a preliminary plat or Large Scale Development for traffic safety, then you have evidence. We have heard some residents say there are pedestrians in the street. I think what we haven't heard is that there is a significant danger right now where this place would have to empty out. You all approved Willow Bend with a much higher number of houses that will basically be connected to this new development. It concerns me as the City Attorney that we make sure to use the same measuring tool with every Large Scale Development that comes in and we don't treat one development different from its neighbor.

**Council Member Petty:** I share your concerns and caution. I have no desire to speculate about any other impacts or other measures. If we had documentation showing significant disparity in right of vehicle ownership, would we be able to consider that?

**City Attorney Kit Williams:** I would think if you had the documentation, you could. Normally a traffic study is done. That would be a better question for the traffic engineers who are the specialist in all of this. You have a lot of leeway to decide what factors you think can be important. I would not say you can't do that.

**Council Member Petty:** I'm reluctant to vote on this tonight since we have three absences on the Council. Unless I'm presented with incontrovertible evidence that shows a great disparity in rates of people who have to walk out of necessity in this project with respect to other projects, I don't

see a way to carve out a denial that doesn't have wide ramifications for other decisions. I detest inconsistent decisions. We know Willow Bend is a mixed income project and probably normal rates of people who have to walk out of necessity.

**Mayor Jordan:** Andrew, do you have any information on traffic?

**Andrew Garner:** I agree with the City Attorney in having a traffic engineer look at the rate generated for the type of development. I don't want to speculate.

**Mayor Jordan:** We did approve Willow Bend.

**Council Member Petty:** I think the data is there. It's at the rates of vehicle ownership at Willow Heights.

**Council Member Marsh:** Subsection 4 empowers us to consider the nature of the traffic pattern. If we had that data, it is a valid consideration point per the ordinance.

**Mayor Jordan:** I would be interested in the data also. Bussing was an issue for me, but there is going to be connectivity from the project to Wood Avenue, which changes things for me. I know they don't run bus routes down there. Andrew, for every hundred units, it's about a thousand trips a day?

**Andrew Garner:** Correct.

**Mayor Jordan:** We have how many units going in?

**Andrew Garner:** There are 58 units and about eight to ten vehicle trips a day. You are talking 500 to 600 trips a day. If there is some sort of ratio based on vehicle ownership, there might be fewer vehicle trips and more pedestrian trips. If compared to Willow Bend, they have 85 units and generate about 800 to 900 vehicle trips.

**Council Member Kinion:** People keep trying to compare this to Willow Bend, but the topography is very different here than at the upper part of Willow Bend. I lived over there. I know how the topography going up to meet College is very indicative of the routes you take in your vehicle and pedestrian access.

**Council Member Marsh:** If we were to take a conservative 500 trips a day and divided equally between the two streets, would an extra 250 trips a day on South Washington and Wood Avenue improve safety or not? I don't believe these streets are built to handle that kind of capacity safely and accommodate the amount of pedestrian traffic.

**Council Member Long moved to table the resolution to the October 17, 2017 City Council meeting. Council Member Bunch seconded the motion. Upon roll call the motion to table passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***This resolution was tabled to the October 17, 2017 City Council meeting.***

**Mayor Jordan:** There has been some discussion on the appeal process. Mike Emery brought it up earlier. Kit, you sent a memo on that.

**City Attorney Kit Williams:** It was a letter in response to Mr. Crouch who is representing the Housing Authority. I spoke with the City Clerk and she provided me a memo saying that on the website it says her office hours are 8:00 a.m. to 5:00 p.m., but normally she has scheduled and has her office open from 7:30 a.m. to 5:30 p.m. If that is her normal open time then when Council Member Marsh sent her notice of appeal at 5:21 p.m., then it was when the office was open. In fact, at that day, it was open. It was the opinion of my office and my assistant first and mine second that this was an appeal that was timely filed. As City Attorney for the last 16 years I've always interpreted this particular section as generously as possible to allow an appeal and to not deny an appeal. It doesn't mean if someone tries to send it in a day late or at midnight, does that mean we are going to accept it? Probably not, but in this particular case the facts make it clear to me that this appeal was timely filed. We told the City Clerk that when she asked. It is still our interpretation that the appeal was timely filed and is properly before the City Council.

**Mayor Jordan:** Sondra, do you have anything you want to add?

**City Clerk Treasurer Sondra Smith:** 99% of the time we have someone in our office from 7:30 a.m. to 5:30 p.m. and work through the lunch hours to accommodate citizens. We have a lot of citizens and staff and after-hours meetings we try to accommodate. We have a lot of citizens who want documents notarized before or after work. We do that as a courtesy for our citizens. I have people scheduled from 7:30 a.m. to 5:30 p.m.

**Mayor Jordan:** On the door of City Hall and on our website, we have our hours from 8:00 a.m. to 5:00 p.m. Do you see that as any sort of issue?

**City Attorney Kit Williams:** It does not affect my opinion in this particular case. I'm not even sure how they got on the City Hall front door. I know those doors are often open after 5:00 p.m. If you go to the County and it is close to 4:30 p.m. you aren't getting in. I've gone over there to file something and you better be at the Circuit Clerk's office before 4:30 p.m. I appreciate Sondra keeping her office open as she does. I think it is a service to our citizens. She is paying and scheduling someone to be there. That office is open. I don't think this is a close call in this case. The appeal was sent to Sondra during the time her office was open. It would be very hyper technical to try and say because the door said 5:00 p.m. then everybody is going to be closed at 5:00 p.m. I don't remember the City Council saying this will be the hours of operation of the City Clerk office. That is up to the City Clerk. There isn't a real question here and if it was ambiguous, I would interpret in favoring to allow the appeal, no matter who it was. I hold everybody to the same standard.

**Mayor Jordan:** Thank you. We have tabled this for two weeks. What information do you all need in the two-week time that we are tabled?

**Council Member Bunch:** I would like more information about the citizens rates of using vehicles.

**Mayor Jordan:** Andrew, what about a traffic engineer?

**Andrew Garner:** Something this technical we would ask the applicant to provide that information. I'm not sure our staff has the ability to look at their rates of ownership of their type of development and guess that. We do have a traffic modeling and we could see if there is something in our models that show this type of development. I imagine our models are pretty general and say multi-family.

**City Attorney Kit Williams:** The Police Department can sometimes look at an intersection to see if there is an unusual amount of accidents.

**Council Member Kinion:** If we look at the current rate of mobility in the occupied units it would probably be the most relevant. It would be based on our local situation.

**Mayor Jordan:** Deniece, do you all have the ability to do that?

**Deniece Smiley:** Are you asking me if we have information as to who owns a vehicle?

**Mayor Jordan:** Basically, who is driving and walking.

**Deniece Smiley:** We could have somebody call and ask the question. I don't have the information. We don't ask people if they drive a vehicle.

**Council Member Bunch:** I am making an assumption that we have more people using wheelchairs and because of their income level might not have access to a car or public transportation in this area. It is important to me if I'm making an assumption that I have something to back it up with.

**New Business:**

**Amend § 94.05 Use of Fireworks:** An ordinance to Amend §94.05 **Use of Fireworks** to allow the Botanical Garden of the Ozarks to conduct a small firework display to celebrate its 10th Birthday Party.

**City Attorney Kit Williams read the ordinance.**

**Mayor Jordan** gave a brief description of the ordinance.

**City Attorney Kit Williams** explained why the ordinance would not have to be passed with an emergency clause.

**Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Long seconded the motion. Upon roll call the motion passed 6-0. Council Members**



**Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*City Attorney Kit Williams read the ordinance.*

**Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Petty seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*City Attorney Kit Williams read the ordinance.*

**Mayor Jordan:** I hope you will support this. They are a great partner for the city.

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*Ordinance 5997 as Recorded in the office of the City Clerk*

**Starr Drive Water Cost Share:** An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Robert Martin, Andrew Williams, and Nick Banks for the installation of water main along a 1,520-foot portion of North Starr Drive, with the estimated amount to be paid by the City of Fayetteville not to exceed \$23,950.00, and to approve a project contingency in the amount of \$4,790.00.

*City Attorney Kit Williams read the ordinance.*

**Aaron Watkins,** Assistant Operations Manager gave a brief description of the ordinance. He stated the item was presented to the Water, Sewer & Solid Waste Committee and had a three to one recommendation to forward to the City Council.

**Council Member Kinion:** This meets the goal of connectivity and capacity. We are pleased to accommodate this type of cost share. Our goal is to get a loop there that we don't have.

**Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*City Attorney Kit Williams read the ordinance.*

**Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Long seconded the motion. Upon roll call the motion passed 6-0. Council**

**Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***City Attorney Kit Williams read the ordinance.***

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***Ordinance 5998 as Recorded in the office of the City Clerk***

**Ovivo USA, LLC:** An ordinance to waive the requirements of formal competitive bidding and approve the purchase of repair parts for a screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC in the amount of \$35,252.93.

***City Attorney Kit Williams read the ordinance.***

**Aaron Watkins,** Assistant Operations Manager gave a brief description of the ordinance. He stated the item was presented to the Water, Sewer & Solid Waste Committee and had a three to one recommendation to forward to the City Council.

**Council Member Kinion:** If you compare this to what we paid last time, it is \$18 less.

**Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***City Attorney Kit Williams read the ordinance.***

**Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Kinion seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***City Attorney Kit Williams read the ordinance.***

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***Ordinance 5999 as Recorded in the office of the City Clerk***

**RZN 17-5915 (S. 825 S. Razorback Rd./Razorback Rd):** An ordinance to rezone that property described in rezoning petition RZN 17-5915 for approximately 2.38 acres located west of 825



South Razorback Road from I-1, Heavy Commercial & Light Industrial to UT, Urban Thoroughfare.

***City Attorney Kit Williams read the ordinance.***

**Andrew Garner**, City Planning Director gave a brief description of the ordinance. He stated staff is supportive and the Planning Commission voted 6-0 in favor of the request.

**Council Member Long** moved to suspend the rules and go to the second reading. **Council Member Bunch** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Long, Marsh, Kinion, Petty, and Bunch** voting yes. **Mayor Jordan** voting yes. **Council Members Gray, Tennant, and La Tour** were absent.

***City Attorney Kit Williams read the ordinance.***

**Council Member Bunch** moved to suspend the rules and go to the third and final reading. **Council Member Long** seconded the motion. Upon roll call the motion passed 6-0. **Council Members Long, Marsh, Kinion, Petty, and Bunch** voting yes. **Mayor Jordan** voting yes. **Council Members Gray, Tennant, and La Tour** were absent.

***City Attorney Kit Williams read the ordinance.***

**Mayor Jordan** asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. **Council Members Long, Marsh, Kinion, Petty, and Bunch** voting yes. **Council Members Gray, Tennant, and La Tour** were absent.

***Ordinance 6000 as Recorded in the office of the City Clerk***

**Network Episodic Television Series:** A resolution to express the City Council's intent to participate in funding for a network episodic television series being filmed in Fayetteville in an amount not to exceed \$500,000.00 over a two-year period.

**Devin Howland**, Director of Economic Vitality gave a brief description of the resolution.

**Chung Tan**, Chief Economic Development Officer for the Fayetteville Chamber of Commerce stated that Fayetteville was on the short list of one of two finalist in the country for the project. She stated Fayetteville would benefit greatly from the project.

**Christopher Crane**, Arkansas State Film Commissioner gave a brief narrative of the project. He stated Arkansas puts a lot of money into educating content developers to only export those content developers instead of the content. He stated Greater, the Brandon Burlsworth story was filmed in the State of Arkansas and showed the community in a beautiful light. He stated that Arkansas was one of two states in competition for the project. He thanked the community for their support in helping to get the project to the point that it is at. He stated the project will not stereotype Arkansas and the project needs Northwest Arkansas due to the topography and aesthetic beauty. He stated

they have committed to shooting all eight episodes in Fayetteville. He spoke about the economic advantages of the project. He stated that \$70 million could be spent in the community.

**Council Member Long:** Thank you for coming to Fayetteville and impressing upon the community and the Council the importance of the economic development opportunity. It is important for people in our community to understand why we are talking about spending such a large amount of money. The attraction to Fayetteville could be very substantial. I am excited about this and hope Fayetteville gets the opportunity.

**Council Member Petty:** Can you tell us what the direct spend on taxable spending in Fayetteville might be and direct tax revenue?

**Christopher Crane:** We have a study done by the Economic Research Associates. I can give you some figures on the state level, but I would like Devin to talk about the local.

**Devin Howland** stated the ERA model was in the agenda packet last session. He stated it will have a \$178 million economic impact on the state as a whole. He believes this is a good investment to make money. He gave a brief description of the potential revenue. He stated there is a direct tax impact of \$709,891 and is a net of \$209,891 over the \$500,000 investment. He stated that the ERA model projects the film will generate an induced and indirect additional \$26,543,703. He stated if a fourth remains in the community, it will be \$6,635,925 in sales. He stated a total taxable figure could be \$44,951,504. He believes a conservative estimate of tax potential could be \$899,029. He believes the City of Fayetteville will make money and it is a good investment.

**Council Member Long:** Paul, please talk about how we are funding this and the health of our reserve funds.

**Paul Becker, Chief Financial Officer:** This is not a budgeted item. We would have to look at the General Fund reserves. There is \$18 million, but we would have to subtract \$7 million for a 60-day reserve fund in case we have a disruption in revenue. We have to take a look at what we are going to have to fund for our current expenditures. We have a couple of large items in there. We have about \$5.5 million of available reserves that could be considered for these types of investments. Reserves are for security and flexibility. This would be a one-time expenditure. I suspect by the end of the year we could probably have \$6 million available in reserves. I looked at the numbers that were indicated to you and they seem realistic. There are no guarantees in anything.

**Council Member Kinion:** I have received some inquiries about this. Looking at the numbers provided, we would replenish with abundance the General Fund over time. It is two years to distribute the money, but we won't see the replenishment into the General Fund for three years probably.

**Paul Becker:** It depends on when it starts. I believe we were talking about production time of nine months. If it is nine months, then we have almost immediate impact on it. What you are going to have to value is long term and what that could mean with an introduction of a new industry to the area. Those are the things we can't measure that we would be looking at further down the road.

**Council Member Kinion:** What we are looking at on income, is sales tax income for a lot of it?

**Paul Becker** stated yes. He spoke about HMR taxes being an impact.

**Council Member Kinion** stated it is a hefty contribution. He spoke about the Economic Research Associates model.

A discussion followed about reserves.

**Paul Becker:** This is a resolution of intent. It is not an appropriation at this point.

**Council Member Kinion:** We are looking at a housing crisis, but this can help handle it because we will have increased income over time.

**Molly Rawn, Advertising & Promotion Commission:** We are in support of this project. We have worked with the Film Commission, Chamber of Commerce, and Devin Howland. Initially, I was concerned about the way Fayetteville would be portrayed. Christopher Crane is certain our city will be a character and not a caricature. In conversations, I have had with this group, my concerns have been alleviated. I believe this will present us in a positive light. I feel our hotel community is supportive. I believe this will generate a positive economic impact.

**Peter Tonnessen, Ward 3** spoke about his concerns of spending taxpayer money and how the city will be portrayed. He requested to know what the movie is about.

**Christopher Crane** spoke about a state incentive program and that the state is 100% committed. He stated that the Governor and State of Arkansas Economic Development Commission is behind the project. He stated the city would not be on the hook for the commitment if it does not pass an audit, which goes through the Department of Finance and Administration. He stated he could not disclose the name of the project, but once the agreement is signed, the announcement will be made. He stated he had the utmost faith in the production company and what they say they will do.

**Mayor Jordan:** I know the Governor is very supportive of this.

**Christopher Crane:** The Governor is extremely supportive.

**Dede Peters, Ward 2** stated she is speaking as a citizen and not as an employee of the City of Fayetteville. She spoke about working in the still photography industry for 10 years in San Francisco and the living she made. She spoke about the many jobs that people would be doing in this type of industry. She spoke in favor of the resolution.

**Kerrie Elder, Rockhill Studios** spoke about her facility and what they have to offer. She spoke in favor of the resolution.

**Council Member Long** stated it is a great opportunity for the City of Fayetteville.

**Council Member Marsh** spoke about the Economic Vitality Plan. She stated the numbers are very favorable.

**Council Member Petty** spoke about the return on the investment within the first year.

**Mayor Jordan** spoke about economic investment in the city. He stated if the city is going to develop an economic engine, these types of investments are going to have to be made. He stated we need to do this. He stated it is going to highlight the City of Fayetteville on a national level. He thanked everyone involved.

**Council Member Long** moved to approve the resolution. **Council Member Marsh** seconded the motion. Upon roll call the motion passed 5-0. **Council Members Long, Marsh, Kinion, Petty, and Bunch** voting yes. **Council Members Gray, Tennant, and La Tour** were absent.

*Resolution 211-17 as recorded in the office of the City Clerk*

**Small Cell Communications Facilities:** An ordinance to enact §110.03 **Small Cell Facilities and Networks** into Chapter 110: **Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks**.

*City Attorney Kit Williams read the ordinance.*

**Susan Norton**, Communications & Marketing Director gave a brief description of the ordinance.

**City Attorney Kit Williams** stated he had spent a lot of time working on and defending the Civil Rights Protection ordinance. He thanked Assistant City Attorney Blake Pennington for working on this current ordinance.

**Assistant City Attorney Blake Pennington** gave a Powerpoint presentation on the topic. He stated at Cox's request that Subsections (E)(7) and (F)(3) be amended to add, or does not pay franchise fees to the city pursuant to another agreement. He spoke about height, distance between facilities, camouflage and stealth requirements.

**Susan Norton:** We are trying to balance aesthetics and demand for the wireless technologies. We want to help you all to determine fair market value for the use of our right of way for these facilities and provide an equitable process for the deployment to work with the providers.

**Council Member Long:** Anytime we are dealing with aesthetics of this magnitude in the city, we should give our citizens a chance to fully understand it. I am supportive of this. We could leave it in this reading and take more public input.

**Council Member Petty:** When looking at the fees I was surprised to find out that we are relatively lower than a place like Lincoln. Do we have an assessment of how many customers a single pole might serve?

**Neil Bora**, Government Relations Manager for Mobilitie: As of right now the technology isn't available to co-locate two small cells on one pole. There is a lot of equipment that needs to be either on the pole or in some ground equipment. We prefer to keep everything on the pole. Everybody has a different deployment model and form factor.

**Council Member Petty:** For a normal pole that could be deployed today, how many customers would it serve?

**Neil Bora:** That is a difficult question. Small cell technologies densify coverage in high density and traveled areas. It will be of service to people between 200 feet to 500 meters.

**Council Member Petty:** Are there a maximum number of connections?

**Neil Bora:** I wish I could you give you an answer for the amount of people it would cover. It depends on how much infrastructure is around, where the nearest macro tower is to that vicinity, and if there are any obstructions in the area.

**Council Member Petty:** If a data plan cost somebody \$50 a month, that is \$600 revenue a year. We can't tell how many people might connect to these poles or what the value is. If we are assuming there are 100 or more people that are going to get a lot of value out of one of these poles, that is \$60,000 worth of revenue. This is just speculation. A fee of \$250 initially or \$50 annually seems extraordinarily magnanimous on the part of the city. Thank you to the staff for the work you did on this ordinance. I am in favor of leaving this on the first reading.

**Cathy Foraker**, AT&T stated technology prevents co-location on a small cell. She stated the small cell helps connect customers they already have. She stated if there is a lot of activity and the network gets full, this will increase the ability to serve customers. She stated since they can't co-locate they have problems with the ordinance because co-location is all through the ordinance. She requested that AT&T and Verizon do a joint presentation at the next City Council meeting.

**Susan Davis**, Verizon stated she is appreciative to city staff for their willingness to accept some of the proposed changes they have requested. She would like to speak at the next City Council meeting to discuss the industries concerns.

**Neil Bora** spoke about fees, citizens service needs, height restrictions, and co-location.

**Dave Reynolds**, Smith Communications stated this would help a specific need in areas of the city that can't be fulfilled with macro type towers.

***This ordinance was left on the First Reading***

**Amend Town and Gown Advisory Committee:** An ordinance to amend §33.360 **Purpose and Establishment**, §33.361 **Composition**, and §33.364 **Meetings** of Article XXIV **Town and Gown Advisory Committee** of the Fayetteville City Code to expand the scope of the committee's duties; to redefine the membership of the committee to better fit the new purpose and minimize

redundancy of city and university staff on the committee; and to reduce the number of required meetings from four to two each year.

***City Attorney Kit Williams read the ordinance.***

**Susan Norton** Communications & Marketing Director stated she would entertain any questions.

**Council Member Long:** The two positions that would be at large that the City Council would appoint, it might be a good idea to make those two at large positions from different wards of the city.

**Susan Norton:** I can't imagine why anyone would object to that. I will leave it up to you all.

**Council Member Kinion:** I have been on this committee and it has opened a lot of communication between the university and the city. It is stagnating because of the overwhelming size. It is important that we get more efficient. I believe it is the right thing to do. I'm not sure we have met the initial reason that we set up this committee, but this is a step in the right direction.

**Council Member Long moved to amend that the two citizens at large appointed by the City Council should be from two separate wards. Council Member Kinion seconded the motion. Upon roll call the motion passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

**Council Member Long moved to suspend the rules and go to the second reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***City Attorney Kit Williams read the ordinance.***

**Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Bunch seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***City Attorney Kit Williams read the ordinance.***

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

***Ordinance 6001 as Recorded in the office of the City Clerk***

**2018-2022 Five-Year Capital Improvements Plan:** A resolution to adopt the 2018-2022 Five-Year Capital Improvements Plan.



**Paul Becker**, Chief Financial Officer gave a brief description of the resolution. He stated that this is a plan and not an appropriation, which is subject to change yearly.

**Richie Lamb**, Chairman of the Parks & Recreation Advisory Board stated the board made a recommendation for up to \$200,000 to be added to the CIP for the Parks & Recreation Trails Master Plan. He stated there is \$6.5 million in capital improvement plan for parks and all of that is based on information from 2002. He stated they aren't asking to increase the overall plan, but would like Council to consider taking out two existing improvements such as \$90,000 for new lights at the tennis courts at Wilson Park and \$135,000 for basketball court improvements. He stated they are in support of whatever decision Council makes.

**Chuck Maxwell**, Parks & Recreation Advisory Board stated he would like to be allowed to include citizens to have the opportunity to give their ideas about what is important to them for the community.

**Council Member Marsh:** The two expenditures you are proposing to pull are \$90,000 for new lights at the tennis courts and \$135,000 for improvements to the basketball courts? That is over the \$200,000 request.

**Richie Lamb:** Being proposed for 2018 is \$135,000 for the Wilson basketball court replacement. It is in bad shape. There is \$91,000 for replacing existing lights on the tennis courts. Those combined are over what we are asking for. Without going through that process, we don't know if we are spending money on something we may or may not even need.

**Council Member Marsh:** As a proponent of long range planning and data driven decision making, it would be wise for us to consider this reasonable request. I would like to table this discussion until we have more Council Members here.

**Council Member Long:** Connie, when we put money into older courts it could be due to safety issues. Sometimes we have matching grants for lighting and we don't want to leave money on the table. Are those the situations with either one?

**Connie Edmonston**, Parks & Recreation Director: The basketball courts are in disrepair. The asphalt is starting to break up. It is highly used. The tennis courts are old lights that we have had up since at least 1982. They are needing to be updated. All these things are important to different citizens for different reasons.

**Council Member Long:** We don't have the money in this five-year CIP plan to do it, but I'm excited we'll have a bond issue coming up to resolve some of the other topics. The other section of Ruppel Road will be a major economic driver for this city. It will be the next thing that will help alleviate the traffic patterns on the west side of town.

**Council Member Kinion:** Looking at this as a long-term plan, I understand the need for this. If we remove this out of next year for the basketball court that is disintegrating, that is putting it into a long-term situation. I would like to evaluate this to see where we can adjust. In five years there

isn't going to be any concrete with the way it is eroding on the north side. It is not safe. The lights are old mercury lights and we need LED lights that can probably pay for themselves. Give us some time to look at this.

**Paul Becker:** This is subject to adjustment every year at budget time in November. We can talk about this at that point in time. This would give Connie more time to study the issue.

**Council Member Petty:** I think we should do the Parks Master Plan on that particular issue. Is the Police Take Home Vehicle Program funded by the sales tax revenue or is their impact fees? Is it eligible for shifting over to the Parks Master Plan?

**Paul Becker:** I'll have to look into that.

**Richie Lamb:** When you talk about the bond issue, I'd be concerned if we were talking about asking for something like that from our citizens and we were not prepared as a department with something like the Master Plan.

**Mayor Jordan:** That is why we have the Department Director that makes those kinds of recommendations to the Mayor.

**Paul Becker:** It is in sales tax capital.

**Council Member Petty:** I would be willing 100% to divert funds from the Take Home Vehicles Program and doing a Parks Master Plan over the 2018-2019 year. I don't think that development of sports facilities at the Regional Park is our number one priority as a city with respect to parks development. It is a priority, but not my highest priority. It's not right that we are a city that values parks so much and we are working on information last pulled together in 2002.

**Council Member Long:** I had a similar concern about the Take Home Vehicle Plan and I'd like to see us look at using those funds differently.

**Council Member Marsh:** I'm not convinced that the Take Home Vehicle Plan is the best investment in officer retention. I want to hear from our Police Department.

**Greg Tabor, Chief of Police:** When it comes to recruiting and retention, the most common thing we hear by far is the Take Home Vehicle Program. Springdale, Rogers, Bentonville, County, and State has it. Most everybody we compete with, has it. The most common thing we hear is that they have it and we don't.

**Mayor Jordan:** We have a Council Member passionate about that and they are not here tonight.

**Council Member Long:** What percentage of our Police force have vehicles they take home?

**Greg Tabor, Chief of Police:** Not counting canines because they can't be used for anything else, I believe we have eight. The officer has to live in the city limits and they have to be at the Police Department for at least a year before they are eligible.



**Council Member Long:** How many Patrol Officers do we have that drive police cars?

**Greg Tabor,** Chief of Police: Somewhere around 65 or 70. Last year we did a survey. If we were to furnish everybody that fit the qualifications, we would need 23 more vehicles to make it 100% for everybody.

**Council Member Long:** It would cost a lot of money. This is one of the reasons it's a program that may not fit Fayetteville. It only serves a very small segment of our Police force. If we are looking at raising salaries to compete according to the study done, I'd rather pay people more than get a take home vehicle.

A discussion followed about all of the items being discussed at a later date.

**Council Member Petty moved to table the resolution to the October 17, 2017 City Council meeting. Council Member Marsh seconded the motion. Upon roll call the motion to table passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*This resolution was tabled to the October 17, 2017 City Council meeting.*

**Amend §34.27 Sale of Municipally Owned Real Property:** An ordinance to amend §34.27 **Sale of Municipally Owned Real Property** of the Fayetteville Code.

**City Attorney Kit Williams read the ordinance.**

**City Attorney Kit Williams** gave a brief description of the ordinance. He stated there must be competitive bidding for the sale of any property that is \$20,000 or more. He stated it is a state law.

**Council Member Petty:** If we offered up a piece of city owned land for competitive bidding and we got a response ten times higher than the next lowest and from an oil refinery with no pollution controls and the next lowest bid was for a rainbow powered solar cell facility, would we be able to consider the impacts of the highest bid and reject and take the next lowest bid?

**City Attorney Kit Williams:** In that scenario, we would have real problems. This state law is different than our normal competitive bidding law when you are buying stuff. It can be waived by the City Council. This has no waiver provision in it. It does make me nervous not going with the high bidder. If we found ourselves in a situation, we have some wiggle room, but not a giant amount.

There was a brief discussion about different types of scenarios when offering land for sale.

**Council Member Long moved to suspend the rules and go to the second reading. Council Member Petty seconded the motion. Upon roll call the motion passed 6-0. Council Members**

**Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*City Attorney Kit Williams read the ordinance.*

**Council Member Long moved to suspend the rules and go to the third and final reading. Council Member Bunch seconded the motion. Upon roll call the motion passed 6-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Mayor Jordan voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*City Attorney Kit Williams read the ordinance.*

**Mayor Jordan:** I believe this is a bad law.

**City Attorney Kit Williams:** I was not very happy about this law.

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*Ordinance 6002 as Recorded in the office of the City Clerk*

**Sale of City of Fayetteville Property about 9.6 Acres:** A resolution to authorize Mayor Jordan to sell about 9.6 acres of city property in the Commerce District to the highest or best bidder.

**Devin Howland**, Director of Economic Vitality gave a brief description of the resolution. He stated there were no bids on this parcel. He requested for it to be tabled indefinitely.

**Elizabeth McKee**, 2351 South City Lake Road stated she rents the parcel. She spoke about the maintenance and upkeep she performs on the property.

A discussion followed about the process of selling property with the new state law in effect.

**Elizabeth McKee:** I've been maintaining a lot of land for 40 years that belongs to the city. It would be nice to receive some kind of notice, instead of just seeing a sign posted.

A discussion followed about prominently displayed signs on property the city is considering selling.

**Council Member Marsh moved to table the resolution indefinitely. Council Member Long seconded the motion. Upon roll call the motion passed 5-0. Council Members Long, Marsh, Kinion, Petty, and Bunch voting yes. Council Members Gray, Tennant, and La Tour were absent.**

*This ordinance was Tabled Indefinitely*

**Announcements:**

**Susan Norton**, Communications & Marketing Director welcomed Development Services Director, Garner Stoll to the City of Fayetteville. She stated the public is invited to provide feedback on the purpose, goals, and scope of the city's Energy Action Plan. She spoke about the 3<sup>rd</sup> Annual Lake Sequoyah Clean Up. She spoke about the Parks & Recreation 50<sup>th</sup> Anniversary activities that will be October 14, 2017. She stated there will three more Bulky Waste Cleanups. Details of all events can be found on the City of Fayetteville website.

**City Council Agenda Session Presentations:**

Agenda Session Presentation - Walton Arts Center Update

Agenda Session Presentation - 2018-2022 Five-Year Capital Improvement Plan - Paul Becker

**City Council Tour:** None

**Adjournment:** 9:30 p.m.

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**Lioneld Jordan, Mayor**

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**Sondra E. Smith, City Clerk Treasurer**

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY



Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov

October 5, 2017

113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

Executive Director Deniece Smiley  
Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

Re: Request for information for Fayetteville City Council

Dear Deniece,

Some City Council members believed the percentage of your current tenants living in Willow Heights who own a car could be a factor to determine if a dangerous traffic condition would be created or compounded by your proposed expansion of Morgan Manor. You were requested last Tuesday night by Fayetteville City Council members to provide this information to them by or before the next City Council meeting on October 17<sup>th</sup>.

*Chandra Hinton*  
*1 adult in residence*  
*2 vehicles.*  
*cu*

With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



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Fayetteville, AR 72701

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KIT WILLIAMS  
Fayetteville City Attorney

3 Adults

1 vehicle

cc: Mayor Jordan  
Don Marr  
Sondra Smith

A handwritten signature in dark ink, appearing to read "Victoria", is written in a cursive style.

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

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cityattorney@fayetteville-ar.gov



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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

1 adult - 1 vehicle

Ryan - 15 yr  
Stewart

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

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cityattorney@fayetteville-ar.gov



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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

1 adult  
NO Vehicle

A handwritten signature in dark ink, appearing to read "Cassie", is written over a horizontal line.

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
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October 5, 2017

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With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

1 Paul S Watson live alone in 29D  
and I own 1 vehicle

Paul Watson



KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*By Harry Ladalt  
Vehicle*

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

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October 5, 2017



113 W. Mountain Street, Suite 302  
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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*No Vehicle  
1 person  
Mary L. O'Brien*

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

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October 5, 2017

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2 adults  
w/ 1 car

With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

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113 W. Mountain Street, Suite 302  
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October 5, 2017

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Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

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Stormy Spurlock  
1 car

With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

October 5, 2017

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Fayetteville Housing Authority  
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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*1 Adult*  
*3 children*  
*Jennifer Haddock*  
*0.1 vehicle*

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
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113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

October 5, 2017

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Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

Re: Request for information for Fayetteville City Council

Dear Deniece,

Some City Council members believed the percentage of your current tenants living in Willow Heights who own a car could be a factor to determine if a dangerous traffic condition would be created or compounded by your proposed expansion of Morgan Manor. You were requested last Tuesday night by Fayetteville City Council members to provide this information to them by or before the next City Council meeting on October 17<sup>th</sup>.

With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

Ⓟ Olsen  
1 vehicle

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

October 5, 2017

Executive Director Deniece Smiley  
Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

Re: Request for information for Fayetteville City Council

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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

A handwritten signature in dark ink, appearing to read "Jordan", is written over a horizontal line.

Purple Mini Van

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

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With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

1 - adult, no car

A handwritten signature in dark ink, appearing to read "Sondra Smith", is written below the text "1 - adult, no car".



KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

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With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*1 admit*

*Samella Green*

*1 car*

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

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Assistant City Attorney

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Paralegal

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October 5, 2017

113 W. Mountain Street, Suite 302  
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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

Pamela Walbe  
no car

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
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October 5, 2017

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1 vehicle  
1 adult

With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

A large, stylized handwritten signature in dark ink, appearing to read "Joanna Johnson", is written below the main body of the letter.

cc: Mayor Jordan  
Don Marr  
Sondra Smith

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*Done & done*

*1 car | 2 Adults*

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
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Fayetteville, AR 72701

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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*1 added*

A handwritten signature in dark ink, appearing to read "Ceri Cerber", is written below the cc list.  
1

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

A large, handwritten signature in dark ink, appearing to read "David Kentsch", is written in a cursive style.

04 K.A - 2 sheets

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

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Toni Stevens  
3 Adult members  
1 vehicle

With kindest regards,

A handwritten signature in black ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

A handwritten signature in dark ink, appearing to read "Sadoma Haddock", is written below the main signature. To the right of the signature, there is a handwritten note that says "1 Arlt 2/10/17".



KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



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With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

1 - myself Luis  
here

1 - One Car Kia  
Sorento

## Smith, Lorinda

---

**From:** CityClerk  
**Sent:** Wednesday, October 11, 2017 3:15 PM  
**To:** Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan  
**Cc:** Smiley, Deniece  
**Subject:** FW: Letter RE: Request for information for Fayetteville City Council  
**Attachments:** 20171011150044197.pdf

Please see the attached from Deniece regarding the Morgan Manor appeal. This will be added as additional information to the final agenda.

Have a nice day!

-----Original Message-----

From: fhousing@fayettevillehousingauthority.org [mailto:fhousing@fayettevillehousingauthority.org]  
Sent: Wednesday, October 11, 2017 3:07 PM  
To: Lynch, Rhonda <rlynch@fayetteville-ar.gov>  
Cc: Jordan, Lioneld <ljordan@fayetteville-ar.gov>; Marr, Don <dmarr@fayetteville-ar.gov>; Smith, Sondra <:ssmith@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>  
Subject: Re: Letter RE: Request for information for Fayetteville City Council

Dear Mr. Mayor, City Council, and City Attorney,

Today I went to each unit at Willow Heights and hand delivered Mr. Williams' letter to the residents that were home. I had them to sign the letter and place the number of adult members residing there along with the number of vehicle(s) they owned. Please find that information attached. The original documents were delivered to Ms. Lynch this afternoon.

For the residents that weren't home, I left the letter and my business card for them to contact me.

I will provide all additional responses as received.

Thanks,  
Deniece Smiley  
Executive Director  
Fayetteville Housing Authority  
#1 N. School Avenue  
Fayetteville, AR 72701

> Hi Deniece,  
>  
> Please see attached letter from Kit regarding information for City

> Council. We will also send you a hard copy of the letter in the mail.  
>  
> Thank you,  
> Rhonda  
>  
> Rhonda Lynch  
> Paralegal  
> Office of the City Attorney  
> City of Fayetteville, Arkansas  
> rlynch@fayetteville-ar.gov<mailto:rlynch@fayetteville-ar.gov>  
> T 479.575.8313  
> Website<<http://www.fayetteville-ar.gov/>> |  
> Facebook<<https://www.facebook.com/fayettevillearkansasgovernment>> |  
> Twitter<<https://twitter.com/fyvgov>> |  
> Instagram<<https://www.instagram.com/fyvgov/>> |  
> YouTube<<http://www.youtube.com/user/cityoffayettevillear>>  
> [cid:image005.png@01D2C2A2.89201F80]<<http://www.fayetteville-ar.gov/>>

## Branson, Lisa

---

**From:** CityClerk  
**Sent:** Monday, October 16, 2017 4:28 PM  
**To:** Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan  
**Cc:** emery.mike@me.com  
**Subject:** FW: Willow Heights

**From:** Michael Emery [mailto:emery.mike@me.com]  
**Sent:** Monday, October 16, 2017 4:04 PM  
**To:** CityClerk <cityclerk@fayetteville-ar.gov>; Smith, Sondra <:ssmith@fayetteville-ar.gov>  
**Subject:** Fwd: Willow Heights

Good afternoon,  
I just received this email from a resident of Willow Heights. She will not be able to attend the meeting, but would like to have her thoughts on record for the City Council tomorrow as they consider the Morgan Manor project.

Please submit it for their consideration.

Thank you,  
Mike Emery, Chairman  
Fayetteville Housing Authority Board of Commissioners.

Begin forwarded message:

**From:** caracal40 <[caracal40@yahoo.com](mailto:caracal40@yahoo.com)>  
**Date:** October 16, 2017 3:24:20 PM  
**To:** [emery.mike@me.com](mailto:emery.mike@me.com)  
**Subject:** Willow Heights

This is for the Fayetteville City Council council meeting. My name is Mary O'Brien and I do have social anxiety so I will not be attending the meeting. I do however, would like to have my voice heard. From my understanding we are to be moved over by Morgan Manor in some point in time. That would be really wonderful if Fayetteville housing is able to move us over to the new apartments. It would really be nice to have a bus stop for people who do not have a car like me. It will be on flat land and not up on hills and stairs. I've never spoke to a city council before so this is new to me I'm not sure exactly what to say and if it will even help. I'm very grateful to have Housing Authority for people like me who has low income it allows me to have a roof over my head. I really hope this will go through and begin a whole new chapter for Willow Heights. Sincerely, Mary L. O'Brien

Sent from my MetroPCS 4G LTE Android Device

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

J. E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

October 5, 2017

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Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701

Re: Request for information for Fayetteville City Council

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With kindest regards,

A handwritten signature in dark ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

Apt. 200 / 1 adult  
Rosaleen Turner  
no vehicle

\* Called in info

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY



Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov

October 5, 2017

113 W. Mountain Street, Suite 302  
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Executive Director Deniece Smiley  
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With kindest regards,

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KIT WILLIAMS  
Fayetteville City Attorney

12/10/17

1 CAR (van)

cc: Mayor Jordan  
Don Marr  
Sondra Smith

Weather Deniece Smiley

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY



Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

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cityattorney@fayetteville-ar.gov

October 5, 2017

113 W. Mountain Street, Suite 302  
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Executive Director Deniece Smiley  
Fayetteville Housing Authority  
#1 North School Avenue  
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*Q 2:58*

Re: Request for information for Fayetteville City Council

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With kindest regards,

A handwritten signature in black ink, appearing to read "Kit Williams", written over a horizontal line.

KIT WILLIAMS  
Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Sondra Smith

*I do not have a vehicle, currently,*  
*Carl C. Haldeman*  
*10/10/17*

## CityClerk

---

**From:** Jeff Estevez <thattremeregentleman@gmail.com>  
**Sent:** Tuesday, October 17, 2017 2:14 PM  
**To:** CityClerk  
**Subject:** LSD 17-5775

I don't know how to explain to people that human beings deserve decent places to live that don't cost an eye. We would be residents of low-income housing, but the wait list was way longer than the time we had to leave the terrible place we lived where we had no civil rights protection. That should be indicative of a problem in the first place, but apparently not.

So instead, we ended up taking what we had. Because I am disabled and married, I can't live in "student housing" regardless of my student status. And that's most of what's available in Fayetteville, especially Ward 2, which is where the most access to public transit and services are. And when we moved up, two more areas of student housing were being built. I wonder when the apartments for people who aren't able-bodied-20-somethings-with-parents-paying-bills will be build.

Currently, my husband and I live in a studio apartment. We have no bedroom, no central heat and air, and a dishwasher and washer/dryer suitable for a single person who doesn't really live or eat at home. I am entirely dependent upon social security for income, and my husband takes care of me, so we make 740 dollars a month. Counting electric, our rent is 670 a month. That gives us less than 70 a month to live on.

Do you see a problem yet?

If you don't, I don't know when you will. I live here 365 days a year. What little money I have is spent here. I pay my taxes here. I am a grown person who someday, would like to have a family and a real house with a bedroom. I recognize that's an impossible dream, but it would be nice. I can't imagine what the folks at Willow Heights and Morgan Manor are going through--they have it worse than us. When are disabled, poor adults going to matter?

I think I already have my answer.

If I'm wrong, do something about it. We support helping the residents of these places and getting them in at least basic, functional living situations.

You never know--one of these days, you might be the one sick and depending on functional public housing.

Please forward this to the mayor and city council. I know they're better than this.

Jeff C

Resident of Ward 2

Address withheld for security reasons



*Handed out at the City Council  
meeting 10-12-11*

I believe we are all here because Sarah Marsh is protecting one of her friend's property interests against the benefit of an entire group of people.

It's not the first time. I believe she's done this before for a friend of hers regarding a development Dickson Street. And is now conspiring with Melissa Terry whom she put on the Housing Authority Board to block low-income housing, fire the board and fire the executive director.

This isn't in the interest of city government and it's not in the interest of the City of Fayetteville.

But it sure pays to be Sarah Marsh's friend.

# Conversation between Sarah Marsh & Melissa Terry

Melissa Terry

Active 36m ago



1 of 7 results for "morgan manor"

Done

Can't sleep bc thinking about all the BS that was said in that meeting, especially the justification for no getting additional bids for sale of WH. Here's Mike Emery's quote in the paper:

"Several members of the audience asked why the Willow Heights property sale didn't go out to bid. Chairman Mike Emery said the Housing Authority owns the property like anyone owns property for a house and isn't part of the city government."

----> This position has a glaring logic fail.

I paid for my property and am beholden to no one but myself & Flint what decisions are made about keeping/selling it.

However, in the case of housing authorities, **we**, the American people/taxpayers paid for the Willow Heights property and every dollar invested there came from all of us. That's a major difference.

The hubris behind casually saying that FHA was under no obligation to verify the land's value through a bidding process is a huge violation of public trust.

JUN 25TH, 9:20AM

I'm going to give Kit a week to dig through all the emails and statutes then I'm going to ask him to initiate removal of bad board members. I suspect Mike Emery will be the first to go. Who else should we remove?

Good call. Definitely Mike. The residents' rep also needs to go - there's an african american resident @ Willow Heights named Chandra who would be amazing. I'll reach out to her & see if she would be willing. ❤️

FHA Director Deneice Smiley also needs to go, followed by a full on national search for a progressive director that totally gets how to leverage the extraordinary powers of a

Type a message...

Melissa Terry

Active 37m ago



1 of 7 results for "morgan manor"

Done

Good call. Definitely Mike. The residents' rep also needs to go - there's an african american resident @ Willow Heights named Chandra who would be amazing. I'll reach out to her & see if she would be willing. ❤️

FHA Director Deneice Smiley also needs to go, followed by a full on national search for a progressive director that totally gets how to leverage the extraordinary powers of a housing authority with the resources and will of the community s/he serves.



JUL 18TH, 11:15PM

Dude - the shenanigans at Willow Heights just keep unfolding. Can you please call me when you have a minute? 479-582-1445

JUL 19TH, 12:00PM

Is this a hot item or can it wait until this evening?

I'mma be going door2door @ WH from 6:30-8 w volunteers but after that would be totally fine!



JUL 31ST, 7:47PM

Hey! Can you or john submit a foia request to fha for a copy of the letter they just received from ADFA? They are refusing to respond to my foia requests now. ☐

Type a message...

**To:** Williams, Kit <kwilliams@fayetteville-ar.gov>  
**Subject:** Housing Authority Board

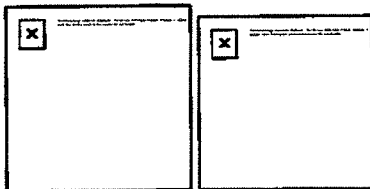
Kit,

It has come to my attention that the Housing Authority Board is not posting their meeting agendas in advance and not providing timely and thorough responses to FOIA requests. What can be done to hold them to their obligations to transparency and public process?

Due to the recent mishandling of the Willow Heights property, a house cleaning of the board may be in order. What is the process for replacing members who have not been diligent in their responsibilities?

Thanks,

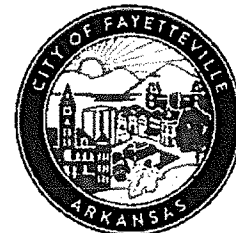
**Sarah Marsh**, bARCH, LEED AP BD+C  
City Council Member, Ward 1, Position 2  
City of Fayetteville, Arkansas  
[ward1\\_pos2@fayetteville-ar.gov](mailto:ward1_pos2@fayetteville-ar.gov) | 479.799.0393





OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
City Attorney

Blake Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

TO: Council Member Sarah Marsh

FROM: Kit Williams, City Attorney

DATE: August 4, 2017

RE: Fayetteville Housing Authority FOIA and "house cleaning of the board"

In response to your email of July 27<sup>th</sup> (I returned from vacation on August 3<sup>rd</sup>), I will try to answer your questions. I believe that the Fayetteville Housing Authority is likely covered by the Freedom of Information Act regulations and should timely and properly respond to any request for documents by an Arkansas citizen. A citizen who has been denied rights granted by the FOIA "may immediately appeal from the denial to . . . the circuit court of the residence of the aggrieved party." A.C.A. § 25-19-107(a). Attorney fees may be awarded to a "substantially" prevailing citizen in some cases. A.C.A. § 25-19-107(d). Therefore, if the Freedom of Information Act has been violated, a citizen may promptly sue in the Washington County Circuit Court which must hear the case within seven days. A.C.A. § 25-19-107(b) A ruling in favor of the citizen would likely include an award of attorney fees.

In response to your comment "that the Housing Authority Board is not posting their meeting agendas in advance," I know of no law that requires a Housing Authority Board to post meeting agendas in advance of their meetings. Once an agenda has been created, the Housing Authority Board would have to provide a copy upon request of any Arkansas citizen.

In response to your comment that "a house cleaning of the board may be in order," I call your attention to the City Council's statutory authority to remove commissioners. A potential removal of housing authority commissioners is covered by A.C.A. § 14-169-210:

**"Removal of commissioners.**

(a) A commissioner of a city or county housing authority may be removed from office for inefficiency or neglect of duty or misconduct in office only by the vote of the majority of the city council or county quorum court, as the case may be.

(b) Removal shall occur only after the commissioner has been given a copy of the charges, at least ten (10) days prior to the hearing

(b) Removal shall occur only after the commissioner has been given a copy of the charges, at least ten (10) days prior to the hearing on the charges, and the commissioner has had an opportunity to be heard in person or by the counsel.

(c) In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings on them, shall be filed in the office of the clerk."

Although potential removal action was contemplated once by some of the Fayetteville City Council members about a decade ago over a violation of the FOIA meeting requirement, no formal action was undertaken. I do not think that any removal action has ever occurred least since the beginning of my service as a City Council member in 1992. Since the Executive Director is primarily responsible for the day to day operation of the Fayetteville Housing Authority, even if any FOIA violation might have occurred regarding document requests, it would be difficult to remove a commissioner for mistakes by the Executive Director.

The Fayetteville Housing Authority Commissioners are public-spirited volunteer citizens trying to assist needy citizens with quality affordable housing. Public policy disagreements about how best to accomplish their goal of quality, affordable housing would almost never justify removing commissioners from their authority pursuant to A.C.A. § 14-169-210, but by appointing new commissioners more in line with your beliefs when the commissioners' terms expire.

I am glad that we have City Council members (like you) and citizens interested and involved in helping our poorer citizens who need some housing assistance.

## CityClerk

---

**From:** Z Niederman <zniederman@gmail.com>  
**Sent:** Tuesday, October 17, 2017 1:09 PM  
**To:** CityClerk; Marsh, Sarah  
**Subject:** Presentation at City Council Tonight  
**Attachments:** 20171017 Walker Park Neighborhood Plan Presentation to City Council.pdf

Hello,

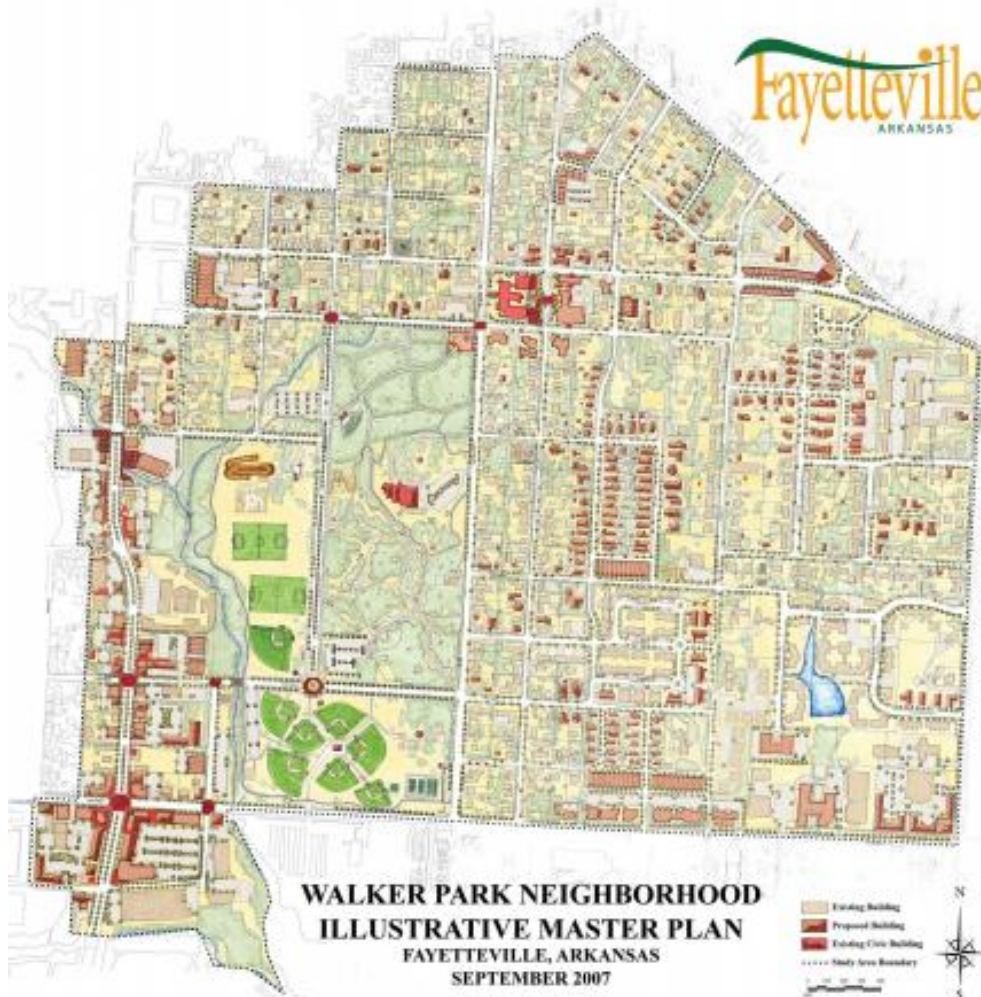
Alderwoman Marsh is sponsoring my presentation tonight under the Capital Improvements Program discussion tonight.

Could you forward the attached presentation on to the Council Members. Thank you.

Z Niederman.

# Walker Park Neighborhood Plan

Adopted 2008



## Walker Park Neighborhood Master Plan



Walker Park southeast entrance.



Charrette team touring the plan area.



Residence in plan area.

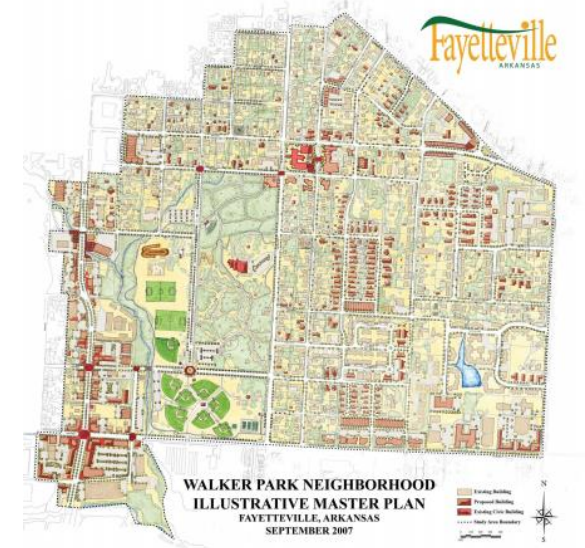


Jefferson Building Mural

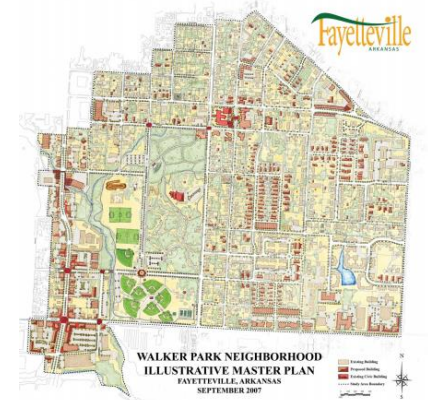


# Walker Park Neighborhood Plan:

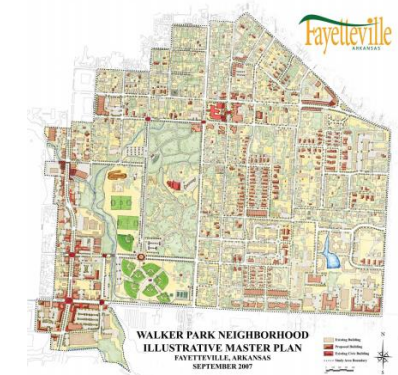
- Master Plan Adopted in 2008
- The Walker Park Plan won the 2008 Arkansas State American Planning Association award for Comprehensive Planning.
- This neighborhood is blossoming, thanks to the vision of the staff, elected officials and resident participants.



# Walker Park Neighborhood Plan:



- 70 New Infill single family homes have been built or are under construction, accounting for over \$12M in building permits
- 128 Construction Permits for Garages, Renovations, Additions and Demo have been pulled, accounting for \$1.8M
- Numerous other projects are in the planning phases.
- County Tax Records show value has increased from \$55M to \$71M

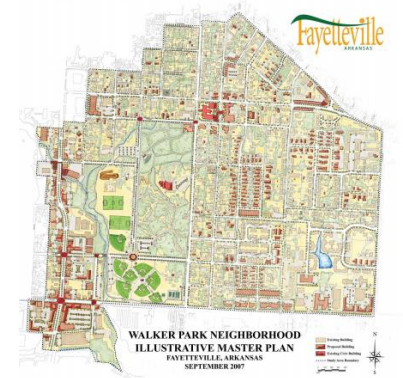


# Walker Park Neighborhood Plan:

“The ultimate success of any planning document depends upon the willingness and capacity of all stakeholder groups to implement the vision. **The implementation of the Walker Park Neighborhood Master Plan will only occur through cooperative efforts among the City, residents, business owners, the non-profit sector and the private sector.**”

- Residents and Private Sector have invested heavily in this neighborhood
- Public Investment has lagged with regard to Infrastructure

# Walker Park Neighborhood Plan: Implementation Plan



“The following steps outline projects that will help achieve the goals of the Master Plan and are broken down into a series of short-term projects (0-5 years), mid-term projects (6-10 years) and long-term projects (10+ years). Short-term steps include regulation changes and projects that require little infrastructure improvements or cost. Long-term projects are those that require more significant capital investment. The ultimate timing of implementation will reflect the overall commitment to the realization of the vision developed by the community.”

# Implementation Plan: Short Term Projects (0-5 Years) 2008 thru 2012



- Rezone Neighborhood
- Utilize Urban Residential Standards and ADU's
- Amend Master Street Plan to include proposed street connections
- Create a Nature Trail thru NE quadrant of Walker Park
- Establish a series of Rain Gardens throughout neighborhood
- Add a Dog Park to Walker Park
- Address Vacant or Abandoned Properties



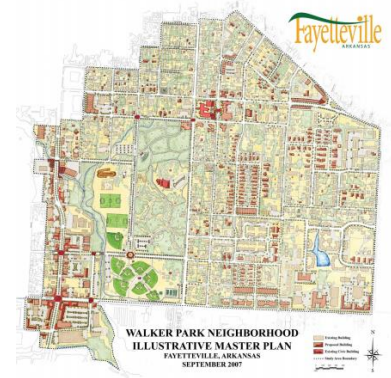
# Implementation Plan: Medium Term Projects (5-10 Years) 2013 thru 2017



- Complete Master Plan for Walker Park
- Add amenities to Walker Park Trail
- Utilize grant funds to restore Waxhaws Memorial
- Develop Attainable Housing on Huntsville Rd Existing R.O.W.
- Add or repair sidewalks along existing streets within the neighborhood
  - Wood Ave between Huntsville and 7<sup>th</sup>
  - Locust Ave between 7<sup>th</sup> and 9<sup>th</sup>
  - 11<sup>th</sup> St Between College and Washington
  - Ella St east of College Ave
  - Morningside between Fairlane and Huntsville



# Implementation Plan: Long Term Projects (10+ Years) 2018 and Beyond



- Transition South School Avenue from a five-lane principal arterial to a principal arterial boulevard. ☐
- Extend Washington Avenue to form Jefferson Square. ☐
- Add additional uses to Walker Park such as a splash pad and outdoor amphitheatre. ☐

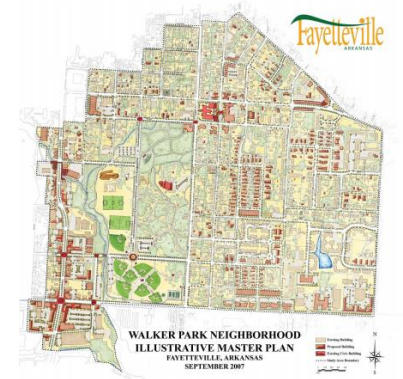


# Sidewalks are Missing or not Adequate





# Walker Park Neighborhood Plan: Summary



- As The City Council considers Capital Improvement Program budget, please consider investing more resources in this neighborhood.
- Please consider a Complete Streets approach to infrastructure projects here to improve safety and walkability of the neighborhood.

# Private Investment: Walker Park New Construction Homes





# Walker Park New Construction Homes





# Walker Park New Construction Homes





# Walker Park New Construction Homes



# Walker Park Under Construction





# Since 2008

## \$12 Million in New Construction Permits

### 70 Homes Permitted

Report of Building Permit Activity between 1/1/2008 and 10/12/2017

#### New Construction Homes

| <u>Date</u> | <u>Site</u>                  | <u>Size</u> | <u>Value</u> | <u>Date</u> | <u>Site</u>                              | <u>Size</u> | <u>Value</u> |
|-------------|------------------------------|-------------|--------------|-------------|------------------------------------------|-------------|--------------|
| 1           | 6/30/2009 78 E 4TH, ST       | 1,548       | \$116,834.00 | 21          | 5/30/2012 684 S CHURCH, AVE              | 2,220       | \$178,742.40 |
| 2           | 6/30/2009 88 E 4TH, ST       | 1,712       | \$135,389.00 | 22          | 6/1/2012 696 S CHURCH, AVE               | 2,400       | \$205,761.60 |
| 3           | 2/23/2010 315 S EAST, AVE    | 1,585       | \$119,729.00 | 23          | 8/14/2012 671 S BLOCK, AVE               | 1,431       | \$148,709.52 |
| 4           | 2/23/2010 321 S EAST, AVE    | 1,831       | \$135,759.00 | 24          | 8/14/2012 693 S BLOCK, AVE               | 1,431       | \$148,709.52 |
| 5           | 4/16/2010 522 S CHURCH, AVE  | 1,244       | \$121,894.00 | 25          | 9/24/2012 588 S BLOCK, AVE               | 2,478       | \$200,357.76 |
| 6           | 4/29/2010 420 S CHURCH, AVE  | 1,656       | \$131,644.00 | 26          | 10/19/2012 587 S EAST, AVE               | 2,637       | \$226,372.41 |
| 7           | 8/19/2010 816 S COLLEGE, AVE | 1,600       | \$125,376.00 | 27          | 10/26/2012 1049 S WASHINGTON, AVE        | 2,393       | \$240,000.00 |
| 8           | 8/19/2010 814 S COLLEGE, AVE | 1,500       | \$114,307.00 | 28          | 3/11/2013 62 E 5TH, ST                   | 1,472       | \$155,928.96 |
| 9           | 4/5/2011 407 S EAST, AVE     | 1,800       | \$142,660.00 | 29          | 4/4/2013 183 W MARTIN LUTHER KING, BLVD  | 2,314       | \$200,667.92 |
| 10          | 4/14/2011 640 S CHURCH, AVE  | 1,362       | \$138,787.00 | 31          | 4/4/2013 191 W MARTIN LUTHER KING, BLVD  | 2,674       | \$200,667.92 |
| 11          | 4/14/2011 648 S CHURCH, AVE  | 1,591       | \$130,024.00 | 32          | 4/22/2013 112 W 7TH, ST                  | 1,950       | \$208,806.00 |
| 12          | 7/20/2011 672 S CHURCH, AVE  | 2,187       | \$176,796.00 | 30          | 8/6/2013 175 W MARTIN LUTHER KING, BLVD  | 2,674       | \$200,667.92 |
| 13          | 7/20/2011 662 S CHURCH, AVE  | 2,187       | \$176,796.00 | 33          | 8/9/2013 952 S WASHINGTON, AVE           | 2,268       | \$192,744.00 |
| 14          | 10/24/2011 324 S EAST, AVE   | 2,185       | \$204,276.00 | 34          | 8/15/2013 157 W MARTIN LUTHER KING, BLVD | 2,325       | \$206,129.00 |
| 15          | 5/3/2012 338 W 5TH, ST       | 1,278       | \$122,106.00 | 35          | 8/15/2013 167 W MARTIN LUTHER KING, BLVD | 2,325       | \$206,129.00 |
| 16          | 5/3/2012 344 W 5TH, ST       | 1,278       | \$122,106.00 | 36          | 8/20/2013 1046 S COLLEGE, AVE            | 2,089       | \$175,825.36 |
| 17          | 5/3/2012 352 W 5TH, ST       | 1,278       | \$122,106.00 | 37          | 8/20/2013 1090 S COLLEGE, AVE            | 2,172       | \$179,359.00 |
| 18          | 5/3/2012 330 W 5TH, ST       | 1,278       | \$122,106.00 | 38          | 10/2/2013 327 E MARTIN LUTHER KING, BLVD | 1,886       | \$169,405.44 |
| 19          | 4/9/2012 562 S BLOCK, AVE    | 2,156       | \$164,609.00 | 39          | 10/2/2013 328 E MARTIN LUTHER KING, BLVD | 1,886       | \$169,405.44 |
| 20          | 5/3/2012 575 S EAST, AVE     | 1,575       | \$163,674.00 | 40          | 10/2/2013 330 E MARTIN LUTHER KING, BLVD | 1,886       | \$169,405.44 |

# \$12 Million in New Construction Permits

| <u>Date</u> | <u>Site</u>                             | <u>Size</u> | <u>Value</u> | <u>Date</u>  | <u>Site</u>                    | <u>Size</u>    | <u>Value</u>           |
|-------------|-----------------------------------------|-------------|--------------|--------------|--------------------------------|----------------|------------------------|
| 41          | 3/10/2014 229 E SOUTH, ST               | 1,722       | \$157,163.25 | 61           | 3/2/2017 923 S WASHINGTON, AVE | 1,920          | \$218,592.00           |
| 42          | 5/13/2014 21 E MARTIN LUTHER KING, BLVD | 2,731       | \$248,262.79 | 62           | 3/2/2017 187 E 9TH, ST         | 2,001          | \$205,043.85           |
| 43          | 1/23/2015 563 S EAST, AVE               | 2,759       | \$230,403.84 | 63           | 5/4/2017 510 S COLLEGE, AVE    | 1,900          | \$216,315.00           |
| 44          | 10/14/2015 437 S WASHINGTON, AVE        | 2,439       | \$222,371.10 | 64           | 8/30/2017 119 E SOUTH, ST      | 1,328          | \$123,868.80           |
| 45          | 10/20/2015 14 E 4TH, ST                 | 1,842       | \$176,772.00 | 65           | 8/30/2017 127 E SOUTH, ST      | 1,131          | \$123,868.80           |
| 46          | 1/22/2016 418 E 7TH, ST                 | 1,480       | \$158,836.50 | 66           | 8/30/2017 302 S COLLEGE, AVE   | 1,131          | \$123,868.80           |
| 47          | 1/22/2016 424 E 7TH, ST                 | 1,480       | \$158,836.00 | 67           | 8/30/2017 135 E SOUTH, ST      | 1,131          | \$123,868.00           |
| 48          | 2/8/2016 849 S WASHINGTON, AVE          | 2,299       | \$233,748.75 | 68           | 9/6/2017 985 S WASHINGTON, AVE | 1,159          | \$131,952.15           |
| 49          | 4/12/2016 935 S WASHINGTON, AVE         | 2,200       | \$189,252.00 | 69           | 9/6/2017 999 S WASHINGTON, AVE | 1,159          | \$131,952.15           |
| 50          | 7/18/2016 918 S WASHINGTON, AVE         | 1,900       | \$214,035.00 | 70           | 9/28/2017 464 S BLOCK, AVE     | 1,962          | \$197,919.60           |
| 51          | 8/16/2016 612 S WILLOW, AVE             | 400         | \$69,000.00  | <b>Total</b> |                                | <b>129,872</b> | <b>\$12,070,096.79</b> |
| 52          | 9/27/2016 906 S WASHINGTON, AVE         | 1,980       | \$223,047.00 |              |                                |                |                        |
| 53          | 10/10/2016 380 S EAST, AVE              | 2,268       | \$212,232.60 |              |                                |                |                        |
| 54          | 10/3/2016 830 S LOCUST, AVE             | 3,620       | \$333,781.95 |              |                                |                |                        |
| 55          | 10/24/2016 170 E SOUTH, ST              | 1,048       | \$133,250.00 |              |                                |                |                        |
| 56          | 10/24/2016 182 E SOUTH, ST              | 861         | \$107,625.00 |              |                                |                |                        |
| 57          | 10/24/2016 194 E SOUTH, ST              | 1,404       | \$161,500.00 |              |                                |                |                        |
| 58          | 11/17/2016 14 E 7TH, ST                 | 2,180       | \$194,321.25 |              |                                |                |                        |
| 59          | 11/17/2016 28 E 7TH, ST                 | 2,180       | \$194,321.25 |              |                                |                |                        |
| 60          | 12/16/2016 7 W SOUTH, ST                | 2,515       | \$283,314.75 |              |                                |                |                        |

\* This Does not include Nantucket Senior Apartments on Morningside or Student Apartment Complex on School Ave, nor the Willow Bend or Morgan Manor future developments

## \$1.8M in Renovations, Additions and Garages

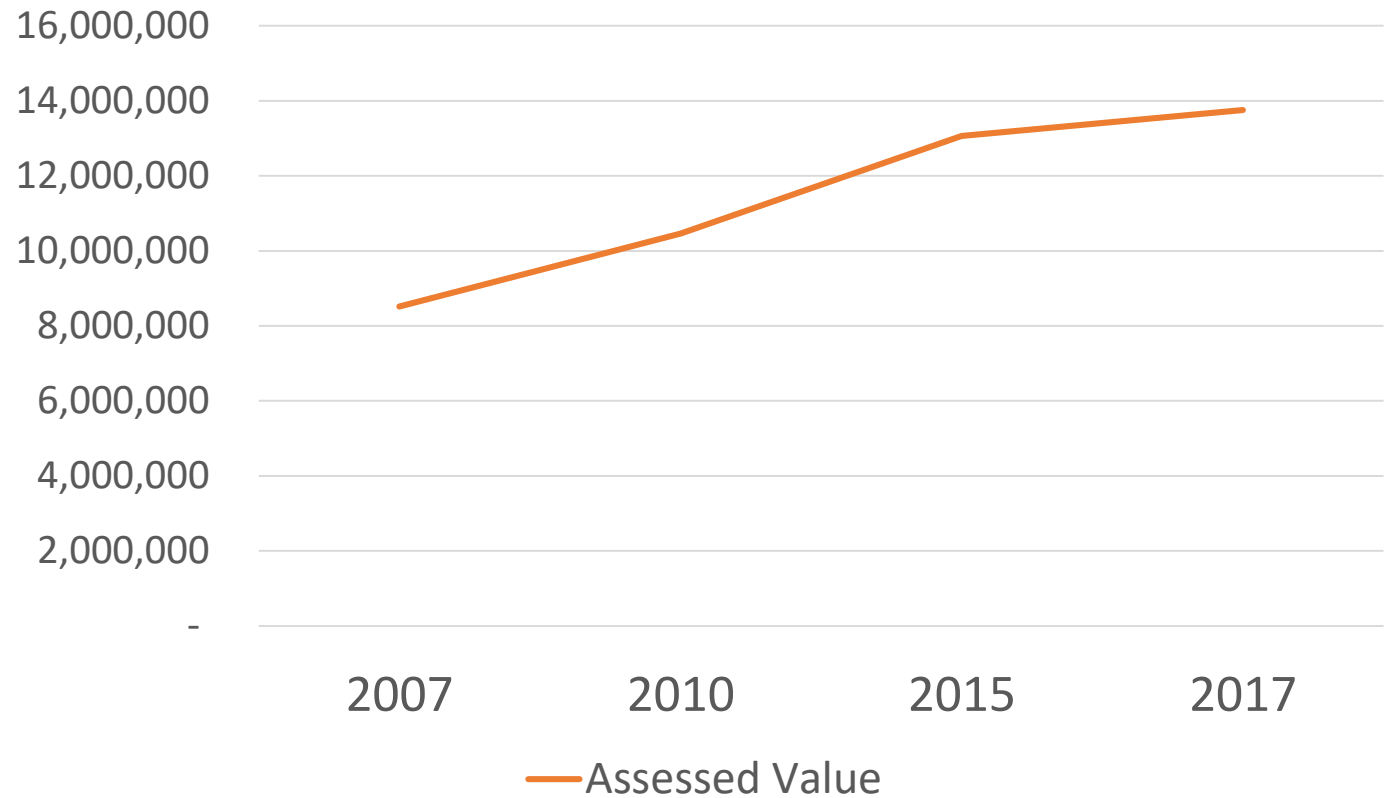
## 128 Permits Issued



# Walker Park Real Estate Values

| <u>Year</u> | <u>Value</u> | <u>Assessed Value</u> | <u>Estimated City Taxes*</u> |
|-------------|--------------|-----------------------|------------------------------|
| 2007        | 55,131,850   | 8,519,417             | 57,932                       |
| 2010        | 57,989,529   | 10,465,520            | 71,166                       |
| 2015        | 69,817,300   | 13,064,267            | 88,837                       |
| 2017        | 71,002,050   | 13,753,200            | 93,522                       |

\*Assumes 6.8 Millage for City of Fayetteville. Does not include taxes for School & County



- Property Values and Taxes are Rising in Walker Park

TO: City Council

RE: 2017-0556 2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES: AN ORDINANCE TO ENACT § 173.12 SPECIFICATIONS FOR WATER AND SEWER LINES IN CHAPTER 173 BUILDING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE

This ordinance contains a portion that specifies that all permanent repairs of streets shall comply with the City's minimum street standards. There is a reference to standards with respect to temporary repairs also.

These are appropriate, of course. But the actual repairs, both temporary and permanent, often suffer in the real world. Fayetteville has been blessed and cursed with many construction projects that have resulted in street cuts, often for connecting to and extending water and sewer lines. We have had many, many temporary patches of the street cuts followed eventually by permanent repairs.

The engineering requirements should be reserved for those that understand them. But the real-world result of some of the repairs is easy to understand by driving across the repairs. Temporary repairs are the most susceptible to grade variations. Temporary repairs also suffer them most when there is an extended period between the first street cut and the permanent repairs. One suggestion would be to find some appropriate time limitations on temporary repairs. One set time might not work for all situations. But the city has had some large-scale projects that had temporary street repairs remain in place for months with attendant degradation. When the temporary repairs become large potholes, more temporary repairs are applied. Some appropriate time frames or quality standards might lessen the problems with the temporary repairs.

The permanent repairs are generally OK. But the quality does vary. The permanent repairs by the gas company are typically excellent. But the permanent repairs by some others leave the streets with a permanent place for tires to thump and car suspensions to get activated.

The solutions will have to be addressed by the engineering professionals who set the standards and the city staff who enforce and administer the standards. The residents of Fayetteville would appreciate whatever improvements can be made.

Tom Overbey  
211 North Block Avenue, Suite 102  
Fayetteville, Arkansas 72701-5268  
Telephone 479-442-3554  
Email address: [T1TLOTT@gmail.com](mailto:T1TLOTT@gmail.com)

C.4

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

---

RECEIVED

SEP 22 2017

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

To whom it may concern,

On September 11, 2017 rezone request RZN 17-5901 (1100 N. Meadowlands Dr./ Khajehnajafi, 400) was denied by the City of Fayetteville's Planning Commission. The request was to rezone the property from R-O (residential office) to C-2 (thoroughfare commercial). Our client would like to appeal the decision to rezone this property and have this item placed on the next available City Council agenda. However, we would like to change the requested zoning from C-2 (thoroughfare commercial) to CS (community services). Our client would like to appeal the Planning Commission's decision and have the City Council review a request to rezone the same property as referred to in RZN 17-5901 from R-O (residential office) to CS (community services). If you have an question please feel free to contact me.

Sincerely,



Buckley Blew PLS

## CityClerk

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**From:** Jeff Estevez <thattremeregentleman@gmail.com>  
**Sent:** Tuesday, October 17, 2017 2:14 PM  
**To:** CityClerk  
**Subject:** LSD 17-5775

I don't know how to explain to people that human beings deserve decent places to live that don't cost an eye. We would be residents of low-income housing, but the wait list was way longer than the time we had to leave the terrible place we lived where we had no civil rights protection. That should be indicative of a problem in the first place, but apparently not.

So instead, we ended up taking what we had. Because I am disabled and married, I can't live in "student housing" regardless of my student status. And that's most of what's available in Fayetteville, especially Ward 2, which is where the most access to public transit and services are. And when we moved up, two more areas of student housing were being built. I wonder when the apartments for people who aren't able-bodied-20-somethings-with-parents-paying-bills will be build.

Currently, my husband and I live in a studio apartment. We have no bedroom, no central heat and air, and a dishwasher and washer/dryer suitable for a single person who doesn't really live or eat at home. I am entirely dependent upon social security for income, and my husband takes care of me, so we make 740 dollars a month. Counting electric, our rent is 670 a month. That gives us less than 70 a month to live on.

Do you see a problem yet?

If you don't, I don't know when you will. I live here 365 days a year. What little money I have is spent here. I pay my taxes here. I am a grown person who someday, would like to have a family and a real house with a bedroom. I recognize that's an impossible dream, but it would be nice. I can't imagine what the folks at Willow Heights and Morgan Manor are going through--they have it worse than us. When are disabled, poor adults going to matter?

I think I already have my answer.

If I'm wrong, do something about it. We support helping the residents of these places and getting them in at least basic, functional living situations.

You never know--one of these days, you might be the one sick and depending on functional public housing.

Please forward this to the mayor and city council. I know they're better than this.

Jeff C

Resident of Ward 2

Address withheld for security reasons

City of Fayetteville Staff Review Form

2017-0607

Legistar File ID

10/17/2017

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

Summer Fallen

10/10/2017

Aviation /  
Transportation Services Department  
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff requests approval for the Aviation Division submit an 80-20 grant application to the Arkansas Department of Aeronautics in the amount of \$135,900.00 for the rehabilitation of the terminal parking lot at Fayetteville – Drake Field.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: A signed original is requested to turn in to the ADA.



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Lioneld Jordan  
Fayetteville City Council

**THRU:** Don Marr, Chief of Staff

**FROM:** Summer Fallen, Airport Services Manager

**DATE:** October 10, 2017

**SUBJECT: Parking Lot Rehabilitation State Grant Application**

---

**Recommendation**

Staff requests approval for the Aviation Division submit an 80-20 grant application to the Arkansas Department of Aeronautics in the amount of \$135,900.00 for the rehabilitation of the terminal parking lot at Fayetteville – Drake Field.

**Background**

In an effort to provide quality infrastructure for airport customers, the Aviation Division is pursuing a grant from the Arkansas Department of Aeronautics to rehabilitate the terminal parking lot. To properly address the varying levels of wear and use for the parking lot, the Aviation Division intends to perform a mill and overlay and surface treatment to the parking lot.

**Discussion**

The Aviation Division approached the Arkansas Department of Aeronautics (ADA) to inquire about a grant that would fund the parking lot rehabilitation. While the ADA was receptive to the proposed project, there is uncertainty as to whether the state would have the income necessary to fund the entire project. As a result, the airport will submit an 80-20 grant application for the entire scope of the project. If the state is unable to fund the project as submitted, the scope of the project may be reduced to fit the ADA's funding restrictions. To maximize the resources for the rehabilitation project, the Aviation Division will utilize Transportation Department equipment and personnel. In addition to avoiding the lengthy bidding process, this approach will allow the project to be completed at a cheaper cost.

The grant application submitted as part of this packet represents the maximum share required by the City to complete this work. A summary of all project costs is included with this packet. Below is a breakdown of the total expected project funding.

|                       |                     |
|-----------------------|---------------------|
| ADA:                  | \$135,900.00        |
| City of Fayetteville: | \$45,000.00         |
| <b>TOTAL:</b>         | <b>\$180,900.00</b> |

**Budget/Staff Impact**

The Aviation Division will expend up to \$63,590.00 of its fund balance reserve, \$45,000.00, in order to match 20% of the total project cost, plus a project contingency to 10% of the approved project budget, or \$18,090.00.

**Attachments**

Staff Review Form, City Council Memo, Grant Application



October 5, 2017

Jerry Chism  
Arkansas Department of Aeronautics  
2315 Crisp Drive  
Hangar 8  
Little Rock, AR 72202

Re: Fayetteville – Drake Field  
Terminal Parking Rehabilitation  
Application for Airport Aid

Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Fayetteville – Drake Field continues to prosper. Your recent assistance has allowed us to perform hangar roof rehabilitation, pavement rehabilitation of terminal apron pavement, rehabilitation of all airfield pavement markings, improvements to the runway safety area, and construction of a GA apron expansion.

In an effort to provide quality infrastructure for our airport customers, Fayetteville – Drake Field Airport is pursuing a grant to rehabilitate the terminal parking lot. The parking lot received a surface treatment in 2007. However, the primary areas for vehicular parking are currently beyond surface treatment alternatives and will require major rehabilitation.

Enclosed is a grant request for the rehabilitation of the terminal parking lot at the airport. The project includes a mill and 2.5" overlay for the most severely damaged areas of the parking lot and a surface treatment of all remaining pavement.

We respectfully request your consideration of this grant for the amount of \$135,900.00. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

In accordance with grant requirements, daily logs will be maintained for any personnel or equipment that will count toward in-kind services. The daily logs will be submitted along with the grant reimbursement packet.

Please call me or Ben Perea with Garver if you have any questions or comments.

Sincerely,

Mr. Lioneld Jordan  
Mayor  
City of Fayetteville

Attachments: ADA Grant Application  
Project Budget  
Project Exhibit



## State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: October 27, 2017

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission  
sponsoring request:

City of Fayetteville  
113 W. Mountain Street  
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Person to Contact about project:

Summer Fallen, Airport Services Manager  
City of Fayetteville  
Fayetteville – Drake Field

Phone Number: 479-718-7642

Cell Number: \_\_\_\_\_

Fax Number: 479-718-7646

Name and address of Engineering Firm  
(if applicable):

Garver  
2049 E. Joyce Blvd.  
Suite 400  
Fayetteville, AR 72703

Contact Person: Ben Perea

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: The project includes 2.5" milling of existing asphalt parking lot, 2.5" asphalt overlay, surface treatment, and pavement marking. With exception to pavement markings, all work will be performed by City of Fayetteville Transportation Department personnel and equipment.

State and Local Project Costs:  
Please indicate:

Federal AIP Projects:  
AIP Number: N/A

◇ 50-50% Match

◆ 80-20% Match

◇ 90-10% Match

◇ 100

◇ 95-5% Match

◇ 90-10% Match

Total Cost of Project: \$180,900.00

Local Share/Funds: \_\_\_\_\_

Local Share/In-Kind: \$45,000.00

State Share: \$135,900.00

Total Cost of Project: \_\_\_\_\_

Federal Share: \_\_\_\_\_

State Share: \_\_\_\_\_

Local Share: \_\_\_\_\_

## State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (80%) City of Fayetteville (20%)

Source of In-Kind Services: N/A

Estimated starting date of project: November 1, 2017

Estimated completion date of project: July 1, 2018

Project will be for:                New Airport                Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Uvalde Lindsey

State Representative: Charlie Collins

## State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

**All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.**

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Mr. Lioneld Jordan

Name of Sponsor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mayor

Title

**FAYETTEVILLE - DRAKE FIELD AIRPORT  
TERMINAL PARKING LOT REHABILITATION**

**MATERIALS REIMBURSEMENT - PERFORMED BY CITY OF FAYETTEVILLE TRANSPORTATION DEPARTMENT**

| ITEM NO.                                       | DESCRIPTION          | UNIT | ESTIMATED<br>QUANTITY | UNIT PRICE | ESTIMATED<br>AMOUNT |
|------------------------------------------------|----------------------|------|-----------------------|------------|---------------------|
| 1                                              | 2.5" Asphalt Overlay | TN   | 1700                  | \$50.00    | \$85,000.00         |
| 2                                              | Surface Treatment    | SY   | 10,300                | \$3.00     | \$30,900.00         |
| 3                                              | Tack Oil             | GAL  | 1,000                 | \$5.00     | \$5,000.00          |
| <b>ESTIMATED TOTAL MATERIALS REIMBURSEMENT</b> |                      |      |                       |            | <b>\$120,900.00</b> |

**ESTIMATED WORK COMPLETED BY CONTRACTOR HIRED BY THE CITY**

| ITEM NO.                                            | DESCRIPTION       | UNIT | ESTIMATED<br>QUANTITY | UNIT PRICE  | ESTIMATED<br>AMOUNT |
|-----------------------------------------------------|-------------------|------|-----------------------|-------------|---------------------|
| 1                                                   | Pavement Markings | LS   | 1                     | \$15,000.00 | \$10,000.00         |
| <b>ESTIMATED TOTAL WORK COMPLETED BY CONTRACTOR</b> |                   |      |                       |             | <b>\$10,000.00</b>  |

**ESTIMATED PERSONNEL AND EQUIPMENT COST FOR WORK COMPLETED BY THE CITY TRANSPORTATION DEPARTMENT**

**IN-KIND SERVICES**

|                                         |           |    |   |             |                    |
|-----------------------------------------|-----------|----|---|-------------|--------------------|
| 1                                       | Personnel | LS | 1 | \$15,000.00 | \$15,000.00        |
| 2                                       | Equipment | LS | 1 | \$30,000.00 | \$30,000.00        |
| <b>ESTIMATED TOTAL IN-KIND SERVICES</b> |           |    |   |             | <b>\$45,000.00</b> |

**ESTIMATED TOTAL CONSTRUCTION COST** **\$175,900.00**

**TOTAL ENGINEERING FEES (ESTIMATED)** **\$5,000.00**

**TOTAL ESTIMATED PROJECT COST** **\$180,900.00**

**ADA GRANT-ELIGIBLE PROJECT COSTS**

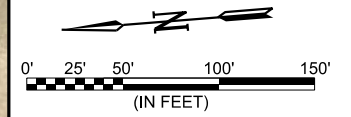
|                                                  |                     |
|--------------------------------------------------|---------------------|
| Materials / Service Reimbursement                | \$120,900.00        |
| Contracted Construction Cost (Pavement Markings) | \$10,000.00         |
| Engineering Services                             | \$5,000.00          |
| <b>TOTAL ADA GRANT-ELIGIBLE PROJECT COSTS</b>    | <b>\$135,900.00</b> |

| <b>PROJECT FUNDING (80-20 ADA Grant)</b>                    | <b>TOTAL</b>        |
|-------------------------------------------------------------|---------------------|
| ADA (80%); Capped at Total ADA Grant-Eligible Project Costs | \$135,900.00        |
| Sponsor Share Total                                         | \$45,000.00         |
| <b>TOTAL PROJECTED FUNDING</b>                              | <b>\$180,900.00</b> |



**FAYETTEVILLE - DRAKE FIELD**  
FAYETTEVILLE, ARKANSAS

FIGURE NUMBER

SHEET  
NUMBER



# Small Cells

**Presentation to the City of Fayetteville, October 2017**

Enhancing our network to meet consumer demand today while preparing for the technologies and innovations of tomorrow.

Cathy Foraker – AT&T Arkansas

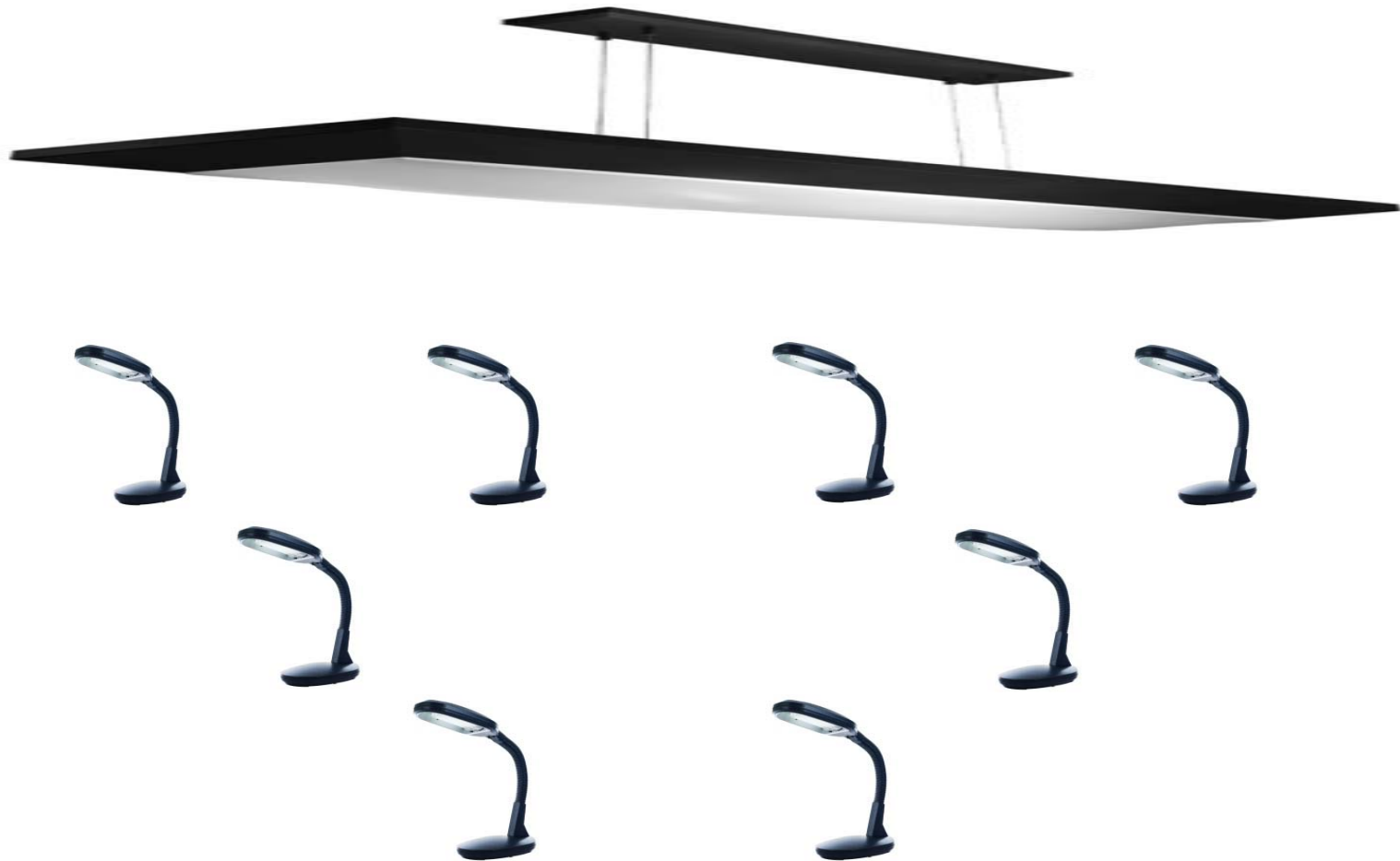


Andy Slater – Verizon Arkansas





## What does a small cell do?





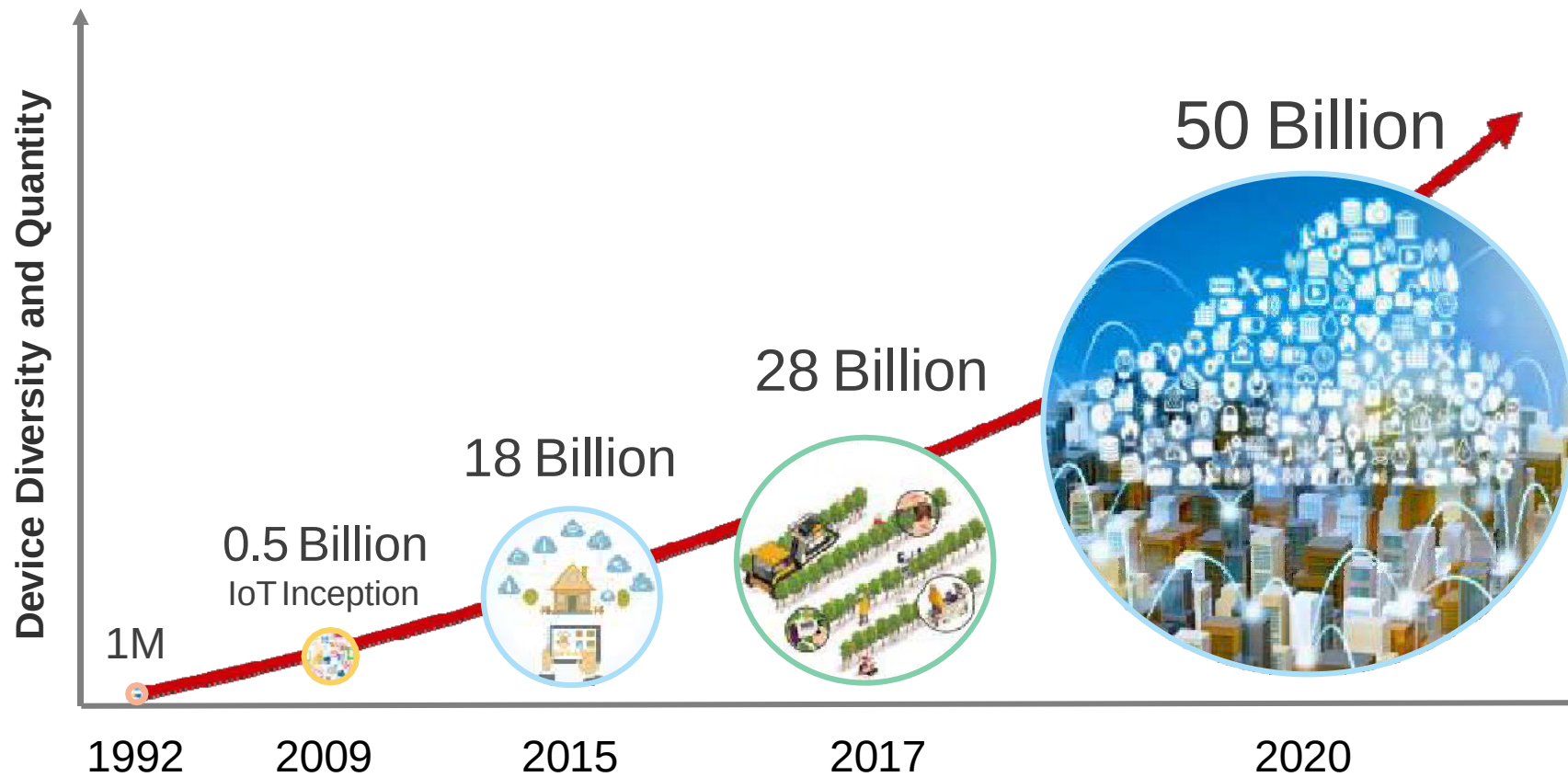
## Examples of small cells deployed in our communities



## Why Small Cell Facilities?

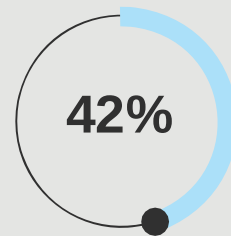
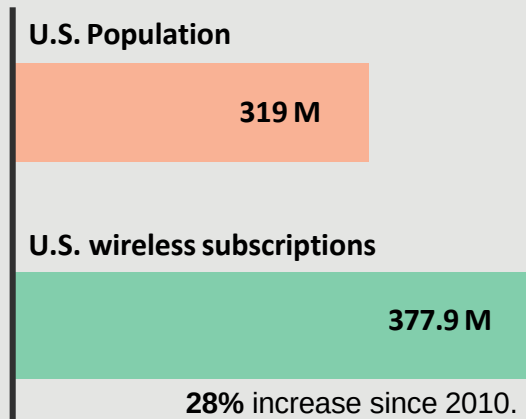
- Fayetteville's leaders are visionary and want to provide the very best of everything for all citizens – including enhanced wireless services vital to a growing, vibrant economy.
- Unlike other major infrastructure projects that use taxpayer monies, wireless providers will invest tens of millions of dollars in the Fayetteville area to build the newest, fastest networks.
- Small cell technologies will provide immediate relief to consumers in congested areas while laying the foundation for 5G services, expected to begin deployment in 2020.
- 5G is the future, and will have the capacity to enable future transportation network innovations and more efficient and reliable services to all citizens.

# Future Device Explosion!

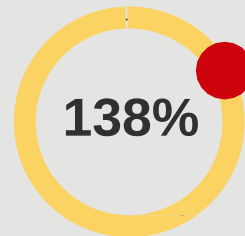


# Why is wireless use growing so fast?

Consider these statistics:



In the United States, mobile data traffic from 2015 to 2020 will grow at a **compound annual growth rate** of 42%.



Data traffic increased from 2015 to 2016 at a rate of 138% to **9.6 trillion megabytes**.

Those numbers will continue to grow as more people use smartphones to keep up with breaking news, learn about community events, share photos, and much more.

(Fortune, Tech Wireless Wireless Subscribers Used 10 Trillion Megabytes of Data Last Year, May 23, 2016)  
(CTIA, 2015 Annual Wireless Industry Survey, May 2016)  
(Fortune, May 23, 2016)  
(Cisco, VNI Mobile Forecast Highlights 2015-2020)

# Staying ahead of demand.

A wireless network is like a highway system...



More wireless traffic needs more wireless facilities just like more vehicle traffic needs more lanes.

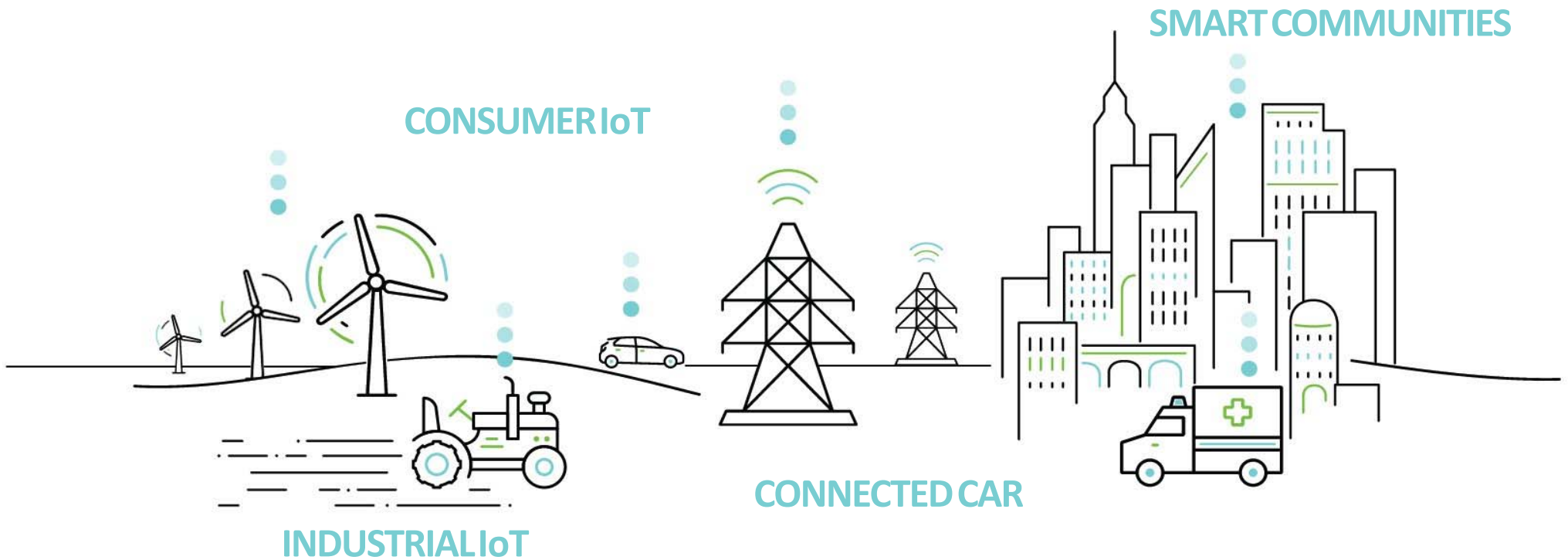
- Many wireless users share each cell site and congestion may result when too many try to use it at the same time.
- Wireless coverage may already exist in an area, but with data usage growth increasing exponentially each year, more capacity is needed.
- To meet capacity demands, we need to add more wireless antennas closer to users and closer to other cell sites to provide the reliable service customers have come to expect from Verizon.

In the US, mobile data traffic was 1.3 Exabytes per month in 2016, the equivalent of 334 million DVDs each month or 3,687 million text messages each second.\*

\*Cisco VNI Mobile Forecast Highlights, 2016-2021, February 2017



# 5G Connecting Everything



## Different locations require different solutions.

Balanced approach to engineering the best possible network given the local community's needs.

Traditional, or macro cell sites, are most often the best choice for meeting coverage and capacity needs. Macro sites are traditional cell sites or towers that provide coverage to a broad area, up to several miles.



Small cells are just like the name implies – short range cell sites used to complement macro cell towers in a smaller geographic area ranging from a few hundred feet to upwards of 1,000 feet. These lower power antennas enhance capacity in high traffic areas, dense urban areas, suburban neighborhoods, and more. Small cells use small radios and a single antenna placed on existing structures including utility poles and street lights.



Local officials can facilitate the deployment of small cells to bring their citizens enhanced coverage and capacity, while helping to prepare our network to accommodate future technologies in their city by:

Providing a streamlined process:

- Consistent, non-discriminatory approval standards
- Reasonable non-discriminatory rates, commensurate with the cost to facilitate processing applications; and for pole attachment rates consistent with FCC standards
- Flexibility in spacing requirements and height standards allowing the city to address topography issues

Updated 10-14-17

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section Text      | <b>A 2 b</b><br>(2) Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.                                                                                                                                         | <b>A 6</b><br>(6) Stealth technology means systems, components, and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>E 1</b><br>(1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure), provided that the facilities do not extend any higher than 10 feet above the existing structure. The Zoning and Development Administrator may grant a variance of up to an additional ten (10) feet in height when such additional height is necessary for improved functionality or safety. | <b>E 1 a</b><br>(a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade to the extent practicable in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline. |
| Provider Comments | Suggest dimensions consistent with the dozen statewide small cell bills passed within the last year. Suggest:<br>“Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the Wireless Facility, whether ground- or pole-mounted, is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services. | Some providers have concerns with the interpretation of the stealth and camouflaging provisions and the potential increased cost it may impose for compliance and are concerned these stealth requirements could be applied arbitrarily and may be disparately treating wireless infrastructure in streetscapes that are otherwise dominated by utility poles and other apparatuses that are not subject to similar stealth requirements. In addition, some have indicated that high-cost stealth requirements may drive up the cost of small cell installations by 30-50%, which will impede our ability to invest elsewhere. | Not allowing facilities to extend any higher than the existing pole limits options for deployment – e.g., it would preclude deployments of canisters on top of poles. We recommend revising to allow for some additional height by right, with a provision for an additional increase based on a variance request. One provider requested that height limits be permitted up to forty-five (45) feet in residential zones and fifty-six (56) feet in all other zones (with the ability to allow an additional ten (10) feet).                       | In general, understood the limitations imposed by this provision, but have concerns as drafted it may not reflect technical realities and/or does not have sufficient flexibility that can be found on roof tops city-wide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

City Notes

We have seen a range from 17 to 28 cubic feet. Some cities/states allow some kind of variance. The Council could consider granting a variance up to 28 cubic feet.

Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 Definitions of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition. We realize the stealth requirement may increase cost, but we feel the cost is justified to preserve the aesthetics for our community. We have recognized this additional cost to providers by lowering the annual fee charged for these stealth facilities.

If we are going to give the provider an attachment of 5 feet by right on an existing pole then we would limit the overall height of an attachment to 10 feet in total.

This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible.

The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.

E 4

(4) Replacement of Existing Structures . If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.

AT&T was originally concerned that a replacement of an existing structure would be treated like a new pole (stealth requirement and 30 ft. height limit).

E 8

(8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

The annual fee for a co-location should be \$50.00 instead of \$250.00. Since the city reduced the charge for new facilities in (F)(2), the fee for co-locations (where there are existing facilities) should be the same — there is no basis for a distinction. Further, the requirement to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis. The fiber provision is problematic and should be removed.

E 9

(9) Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult because of circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.

This seems like a strict standard.

F 2

(2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

This provision should be consistent with (E)(8). The requirement here to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis.

At AT&T’s request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing structure, the 10 foot height variance could be requested.We are trying to encourage locating on existing structures and have included this language to allow pole replacements to be of substantially similar materials. Because of the height limitation on existing structures, this will discourage new facilities in the ROW.

Little Rock ordinance included the fiber request for non-franchise holders. Our fee structure recognizes the value of the use of existing city structures in the public ROW. As we mentioned in the previous presentation, fees are variable but can run as high as several thousand dollars per pole per year. This is a more equitable system and goes back to the fact that existing franchise holders are going to be paying: 1) the standard 4% franchise taxes; and 2) the annual fees for small cell facilities. New providers who do not have to pay the 4% franchise tax will be placed on a more even field by providing fiber rather than entering into a separate franchise agreement for laying the fiber within the public ROW.

The revised language is much more amenable than the original; it is clear and can be applied equitably by staff. The phrase "strict enforcement" is good language and will ensure that the standard is applied equally to all applicants.

The lower fee for new facilities recognizes that the provider is bearing the cost of installing the new facility.

|                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                           |                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>F 3</b>                                                                                                                                                                                                                                                                                                                | <b>F 5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>F 6</b>                                                                                                                                                                                                                                                                                | <b>F 7 c</b>                                                                                                  |
| (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade. | (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required. | (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section. | (c) Provide a map that shows other potential stand-alone locations for your facility that have been explored; |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                        |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Same concerns as in (E)(1) | Many facilities will be on poles in rights-of-way. We understand that, by the final sentence, no landowner approval is required for an existing facility. Landowner approval should not be required for any new facility either. The facility will be in the City's right-of-way and, as such, the City's approval (as the right-of-way owner) should be sufficient. Requiring landowner approval will be an added expense and will also add significant time delays to the deployment process, which would be inconsistent with the intent of the ordinance to promote the efficient deployment of small cell facilities. | Arbitrary separation distances have unintended consequences. Placing restrictions on the placement of poles carries the very real possibility of creating areas of inadequate wireless coverage in Fayetteville. Furthermore, it is important to note that there may be areas in Fayetteville requiring additional wireless capacity where there are no poles or the existing poles are inadequate. Wireless communications in those areas, including emergency communications, may be at risk. | Concerns about providing a map. Confidential, that site may be explored at a later date. Or, if the original site fails may look to move to that location. The proposed site has already been invested in, money spent on surveys, construction drawings, RF analysis. |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



This height limitation for new facilities is to encourage co-location/installation on existin facilities and discourage the placement of new facilities in the public ROW.

This is simply a safety issue as well as an aesthetic issu. Only applies to new facilities. A property owner would likely have concerns that a new facility pole should be far enough that it won't fall on any structures and there may also be some aesthetic concerns, particularly with structures in a build-to zone, that a provider could install a new facility just feet from a property owner's windows, door, patio, etc.

500 feet was included in several examples we reviewed. We reduced this number if a stealth pole was used, intent was to provide incentive to install integrated poles instead of utilizing existing.

It is reasonable to ask, from both safety and aesthetic points of view, which other locations in that limited area would be appropriate for the facility being proposed. Staff may be able to help the applicant identify more appropriate locations.



**F 7 f**

(f) Describe your efforts to install your facility on existing structures. The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to with respect to this requirement.

No technology to collocate on new poles. If/when technology is produced, it will likely require all new technology which would require a replacement of the pole.

**F 8**

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

(a) The City shall supply written notice to the Applicant within 30 days of receipt of an application clearly and specifically delineating any missing documents or information.

(b) Applicant shall submit any supplemental documentation and information to the City.

(c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City’s request.

(d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.

(e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

**H**

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites.

—Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

No definition of “fair market value” is given. Fees should be reasonable and predictable in light of the significant capital investment to bring this technology to the City. Proposed fees should be disclosed and discussed with carriers in advance of setting them. The “fair market value” basis for fees should be removed.

The new proposed language of this requirement is substantially amenable than the original draft. Co-location is important because evolving technology could allow it to be done in a way that providers are willing to incorporate. We should not remove it completely just because providers are unwilling or unable to co-locate at this time. It is important to preserve the good faith language to ensure that our priority (installation on existing structures or co-location) is maintained.

It has been suggested that we may try to come up with language for fast tracking certain types of new stealth poles but we have not had a chance to draft this.

We are not going to define fair market value in this context. The City owns a number of properties and if a provider wants to install a new facility or install on an existing structure, we will negotiate an agreement with that provider. It will likely be dependent upon the number of facilities proposed, the locations of those facilities, the current uses of the proposed locations and the demand/attractiveness of the proposed locations, and the City's aesthetic concerns. In way of example, a facility located in Wilson Park would have requirements of stealthing or camouflaging and the fair market value would be substantially higher than a location in the industrial park, which would also likely not have the same strict stealth/camo requirement.

# EXHIBIT A

## 110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

- (1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.
- (2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:

- (a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:
  1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
  2. A high capacity signal transport medium that is connected to a central communications hub site; and
  3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.
- (b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:
  1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
  2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.
- (c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- ~~(5)~~(6) *Stealth technology* means systems, components and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.
- ~~(6)~~(7) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- ~~(7)~~(8) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- ~~(8)~~(9) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- ~~(9)~~(10) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange

**Commented [PB1]:** Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 *Definitions* of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition.

carriers or businesses that install small cell facilities on behalf of telecommunications providers.

~~(+0)~~(11) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.

(B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.

(C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.

(D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.

(E) Administrative Approval of Co-Located Facilities and Facilities Located on Existing Structures. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:

(1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. ~~The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.~~

(a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline.

(b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture),

**Commented [PB2]:** Change in this subsection title to clarify the difference between co-location (two providers on the same structure) and installation on an existing structure. The City is not requiring co-location but will leave it as a priority option as technology evolves.

**Commented [PB3]:** This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible.

The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.

shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than ~~five-two~~ (52) feet from the façade of the building. The Zoning and Development Administrator may grant a variance of up to three (3) additional feet from the façade of a building when such additional clearance is necessary for improved functionality or safety.

- (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.
- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) Replacement of Existing Structures. If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.
- (5) The applicant must submit a letter of intent indicating the intent and agreement to allow co-location of facilities or installation of facilities on an existing structure.
- (6) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (7) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to

**Commented [PB4]:** Verizon had requested that we allow up to five feet from the façade through a variance procedure. The original language unintentionally granted 5 feet of clearance by right. The recommended language grants 2 feet by right and an additional 3 feet through a variance.

**Commented [PB5]:** At AT&T's request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing facility, the 10 foot height variance could be requested.

**Commented [PB6]:** Clarification as noted in the title of this subsection.

**Commented [PB7]:** Clarification as noted in the title of this subsection.

~~another agreement,~~ the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

(7)(9) ~~Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult cause undue hardship due because of to circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.~~

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way ~~(specifically excluding the replacement of existing structures)~~ shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, ~~or does not pay franchise fees to the City pursuant to another agreement,~~ the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.
- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator

**Commented [PB8]:** At the request of Cox Communications we are recommending that we recognize that providers who have a franchise through the State of Arkansas but still pay City franchise fees should be exempt.

**Commented [PB9]:** At the Planning Director's request, we have included a clear standard for staff to consider variance requests. This is the same standard used by the Board of Adjustment when considering variances to zoning regulations.

**Commented [PB10]:** Further clarification that replacement of a pole is not installation of a new facility.

**Commented [PB11]:** Same change as (E)(8) above.



may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.

- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) ~~Distance between new facilities.~~ New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
  - (a) Provide a map of the geographic area that your project will serve;
  - (b) Provide a map that shows other existing ~~or planned facilities that will~~ are be used by the telecommunications provider who is making the application;
  - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
  - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. ~~The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;~~
  - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;
  - ~~(e) ;~~
  - (f) Describe your efforts to ~~co-locate~~ install your facility on existing structures; ~~one of the poles or towers that currently exists, or is under construction.~~ The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort ~~to with respect to this requirement. provide for co-location. Such good faith effort includes:~~
  - (g) ~~A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;~~
  - (h) ~~Contact with all other telecommunications providers;~~
  - ~~(i)(f) Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and~~

**Commented [PB12]:** AT&T requested that we clarify this language. The team does not think this is necessary. The original intent was to make sure new wood poles were spaced out; however, the application of this would also limit other types of poles or structures that don't fit into the streetscape. We want to encourage camouflaging and stealth technology and do not limit the spacing of those types of facilities as long as they fit within the streetscape.

**Commented [PB13]:** Some providers are concerned about issues with releasing confidential information about future planned facilities to the City that could negatively impact their competitive advantage. While I believe the City would not be allowed to release this if we received a Freedom of Information Act request, because of the competitive advantage exception, we understand the sensitive nature of this information and do not believe it would be necessary for staff to make its decision on applications.

**Commented [PB14]:** This language is from our cell tower ordinance and would not apply to the small cell facilities. We recommend removing the language. The remaining language is relevant to staff's consideration of the applications.

~~Letter from tower or pole owner stating why co-location is not feasible.~~

(g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

- (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
- (b) Applicant shall submit any supplemental documentation and information to the City.
- (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
- (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
- (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

(G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit. ~~This excludes the replacement of existing structures as provided in subsection (E)(4) above.~~

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

(I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be

**Commented [PB15]:** Nearly all carriers have indicated that they will be unwilling to co-locate their facilities with other providers. Recognizing this, we recommend removing some of the specific requirements but still requiring providers to show a good faith effort to co-locate and/or install on existing structures before they receive approval to install a new pole or structure in the right of way. This is in line with the Administration's priority to encourage co-location and installation on existing facilities and reduce the number of new poles and other structures in town.

**Commented [PB16]:** Clarification that replacements are not new structures.

**Commented [PB17]:** Clarification at AT&T's request.

installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.

- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.

Updated 10-14-17

| Section Text      | A 2 b                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | A 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | E 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | E 1 a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|                   | (2) Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.                                                                                                                                                                    | (6) Stealth technology means systems, components, and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure), provided that the facilities do not extend any higher than 10 feet above the existing structure. The Zoning and Development Administrator may grant a variance of up to an additional ten (10) feet in height when such additional height is necessary for improved functionality or safety. | (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade to the extent practicable in order to limit their impact on the building's silhouette. Screening panels, if used, shall not exceed five (5) feet in height above the existing building's roofline. |
| Provider Comments | <p>Suggest dimensions consistent with the dozen statewide small cell bills passed within the last year. Suggest:</p> <p>“Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the Wireless Facility, whether ground- or pole-mounted, is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services.</p> | <p>Some providers have concerns with the interpretation of the stealth and camouflaging provisions and the potential increased cost it may impose for compliance and are concerned these stealth requirements could be applied arbitrarily and may be disparately treating wireless infrastructure in streetscapes that are otherwise dominated by utility poles and other apparatuses that are not subject to similar stealth requirements. In addition, some have indicated that high-cost stealth requirements may drive up the cost of small cell installations by 30-50%, which will impede our ability to invest elsewhere.</p> | <p>Not allowing facilities to extend any higher than the existing pole limits options for deployment – e.g., it would preclude deployments of canisters on top of poles. We recommend revising to allow for some additional height by right, with a provision for an additional increase based on a variance request. One provider requested that height limits be permitted up to forty-five (45) feet in residential zones and fifty-six (56) feet in all other zones (with the ability to allow an additional ten (10) feet).</p>  | <p>In general, understood the limitations imposed by this provision, but have concerns as drafted it may not reflect technical realities and/or does not have sufficient flexibility that can be found on roof tops city-wide.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

City Notes

We have seen a range from 17 to 28 cubic feet. Some cities/states allow some kind of variance. The Council could consider granting a variance up to 28 cubic feet.

Our team recommended including a definition of stealth technology. This is the same definition that appears in Section 151.01 Definitions of the Unified Development Code. Camouflaging does not need to be defined because we can use the plain and ordinary dictionary definition. We realize the stealth requirement may increase cost, but we feel the cost is justified to preserve the aesthetics for our community. We have recognized this additional cost to providers by lowering the annual fee charged for these stealth facilities.

If we are going to give the provider an attachment of 5 feet by right on an existing pole then we would limit the overall height of an attachment to 10 feet in total.

This is a request from Smith Communication. Per the recommendation of the Planning Director, we established concealment behind existing architectural features will be the priority and screening panels could be a secondary option if the first is not possible.

The screening panels would be installed at the façade of the building and still limit the visibility while making less of an impact on the silhouette. This is intended to provide the applicant and staff more flexibility for design to fit within the streetscape.

E 4

(4) Replacement of Existing Structures . If installation of facilities requires the removal and replacement of an existing structure, such as a pole, the new structure shall be considered an existing structure for the purposes of this section as long as the replacement structure is constructed of substantially similar material or is a camouflaged/stealth structure and the replacement structure is located within five (5) feet of the location of the original structure. The provisions of § 110.02(E) shall govern the standards of and procedures for construction or installation of replacement facilities within the public rights of way. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.

AT&T was originally concerned that a replacement of an existing structure would be treated like a new pole (stealth requirement and 30 ft. height limit).

E 8

(8) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located or installed on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

The annual fee for a co-location should be \$50.00 instead of \$250.00. Since the city reduced the charge for new facilities in (F)(2), the fee for co-locations (where there are existing facilities) should be the same — there is no basis for a distinction. Further, the requirement to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis. The fiber provision is problematic and should be removed.

E 9

(9) Variances. In order to receive a variance under this subsection, an applicant must show that strict enforcement would make it difficult because of circumstances unique to the facility under consideration (e.g., topological challenges or line of sight issues) and demonstrate that the granting of the variance will be in keeping with the spirit and intent of this ordinance.

This seems like a strict standard.

F 2

(2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, or does not pay franchise fees to the City pursuant to another agreement, the Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

This provision should be consistent with (E)(8). The requirement here to provide four pairs of dark fiber must be removed as the City will already be compensated, and provision of fiber for free is an unjustified additional cost and compensation, and without legal basis.

At AT&T’s request we included language clarifying that a provider can replace an existing pole and have the replacement pole treated as an existing structure. The provider would have to follow the procedures in 110.02(E) which governs the construction standards for telecommunications facilities in the public rights of way. As an existing structure, the 10 foot height variance could be requested.We are trying to encourage locating on existing structures and have included this language to allow pole replacements to be of substantially similar materials. Because of the height limitation on existing structures, this will discourage new facilities in the ROW.

Little Rock ordinance included the fiber request for non-franchise holders. Our fee structure recognizes the value of the use of existing city structures in the public ROW. As we mentioned in the previous presentation, fees are variable but can run as high as several thousand dollars per pole per year. This is a more equitable system and goes back to the fact that existing franchise holders are going to be paying: 1) the standard 4% franchise taxes; and 2) the annual fees for small cell facilities. New providers who do not have to pay the 4% franchise tax will be placed on a more even field by providing fiber rather than entering into a separate franchise agreement for laying the fiber within the public ROW.

The revised language is much more amenable than the original; it is clear and can be applied equitably by staff. The phrase "strict enforcement" is good language and will ensure that the standard is applied equally to all applicants.

The lower fee for new facilities recognizes that the provider is bearing the cost of installing the new facility.



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| <b>F 3</b><br>(3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade. | <b>F 5</b><br>(5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required. | <b>F 6</b><br>(6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section. | <b>F 7 c</b><br>(c) Provide a map that shows other potential stand-alone locations for your facility that have been explored; |
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| Same concerns as in (E)(1) | Many facilities will be on poles in rights-of-way. We understand that, by the final sentence, no landowner approval is required for an existing facility. Landowner approval should not be required for any new facility either. The facility will be in the City's right-of-way and, as such, the City's approval (as the right-of-way owner) should be sufficient. Requiring landowner approval will be an added expense and will also add significant time delays to the deployment process, which would be inconsistent with the intent of the ordinance to promote the efficient deployment of small cell facilities. | Arbitrary separation distances have unintended consequences. Placing restrictions on the placement of poles carries the very real possibility of creating areas of inadequate wireless coverage in Fayetteville. Furthermore, it is important to note that there may be areas in Fayetteville requiring additional wireless capacity where there are no poles or the existing poles are inadequate. Wireless communications in those areas, including emergency communications, may be at risk. | Concerns about providing a map. Confidential, that site may be explored at a later date. Or, if the original site fails may look to move to that location. The proposed site has already been invested in, money spent on surveys, construction drawings, RF analysis. |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This height limitation for new facilities is to encourage co-location/installation on existin facilities and discourage the placement of new facilities in the public ROW.

This is simply a safety issue as well as an aesthetic issu. Only applies to new facilities. A property owner would likely have concerns that a new facility pole should be far enough that it won't fall on any structures and there may also be some aesthetic concerns, particularly with structures in a build-to zone, that a provider could install a new facility just feet from a property owner's windows, door, patio, etc.

500 feet was included in several examples we reviewed. We reduced this number if a stealth pole was used, intent was to provide incentive to install integrated poles instead of utilizing existing.

It is reasonable to ask, from both safety and aesthetic points of view, which other locations in that limited area would be appropriate for the facility being proposed. Staff may be able to help the applicant identify more appropriate locations.

**F 7 f**

(f) Describe your efforts to install your facility on existing structures. The applicant should demonstrate a good faith effort to locate facilities on existing structures and/or co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to with respect to this requirement.

No technology to collocate on new poles. If/when technology is produced, it will likely require all new technology which would require a replacement of the pole.

**F 8**

(8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:

(a) The City shall supply written notice to the Applicant within 30 days of receipt of an application clearly and specifically delineating any missing documents or information.

(b) Applicant shall submit any supplemental documentation and information to the City.

(c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City’s request.

(d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.

(e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.

**H**

(H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites.

—Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities. For purposes of this subsection, public property shall not include any public right of way or structures in any public right of way. Small cell facilities installed in the public right of way or on structures in the public right of way shall pay only the fees set forth in subsection (E) and shall not be charged additional fees under this subsection.

No definition of “fair market value” is given. Fees should be reasonable and predictable in light of the significant capital investment to bring this technology to the City. Proposed fees should be disclosed and discussed with carriers in advance of setting them. The “fair market value” basis for fees should be removed.

The new proposed language of this requirement is substantially amenable than the original draft. Co-location is important because evolving technology could allow it to be done in a way that providers are willing to incorporate. We should not remove it completely just because providers are unwilling or unable to co-locate at this time. It is important to preserve the good faith language to ensure that our priority (installation on existing structures or co-location) is maintained.

It has been suggested that we may try to come up with language for fast tracking certain types of new stealth poles but we have not had a chance to draft this.

We are not going to define fair market value in this context. The City owns a number of properties and if a provider wants to install a new facility or install on an existing structure, we will negotiate an agreement with that provider. It will likely be dependent upon the number of facilities proposed, the locations of those facilities, the current uses of the proposed locations and the demand/attractiveness of the proposed locations, and the City's aesthetic concerns. In way of example, a facility located in Wilson Park would have requirements of stealthing or camouflaging and the fair market value would be substantially higher than a location in the industrial park, which would also likely not have the same strict stealth/camo requirement.

# City of Fayetteville, Arkansas

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



## Meeting Agenda - Tentative Agenda

**Tuesday, October 10, 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:****Agenda Additions****A. Consent:****A. 1      [2016-0585](#)**

APPROVAL OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING MINUTES.

**A. 2      [2017-0565](#)****STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE:**

A RESOLUTION TO APPROVE THE PURCHASE OF SOFTWARE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH APRIL 7, 2018, AND ANY FUTURE RENEWAL PERIODS

**Attachments:**            [STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE](#)

**A. 3      [2017-0567](#)****STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF COMPUTERS ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH MARCH 31, 2020, AND ANY FUTURE RENEWAL PERIODS

**Attachments:**            [STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT](#)

**A. 4**     [2017-0571](#)**NEOGOV, INC. AMENDMENT:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

**Attachments:**        [NEOGOV, INC. AMENDMENT](#)  
                                 [NEOGOV 2010 Agreement](#)  
                                 [NEOGOV 2013 Agreement](#)

**A. 5**     [2017-0494](#)**2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$122,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

**Attachments:**        [2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT](#)  
                                 [BA\\_2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT](#)

**A. 6**     [2017-0531](#)**FAYETTEVILLE POLICE DEPARTMENT DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$17,300.00 REPRESENTING DONATIONS RECEIVED BY THE FAYETTEVILLE POLICE DEPARTMENT AND A CONTRIBUTION FROM THE WASHINGTON COUNTY PROSECUTING ATTORNEY TO THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR SUPPORT OF RURAL OFFICER EXPENSES

**Attachments:**        [FAYETTEVILLE POLICE DEPARTMENT DONATIONS](#)  
                                 [BA\\_FAYETTEVILLE POLICE DEPARTMENT DONATIONS](#)

**A. 7**      [2017-0572](#)**XYBIX SYSTEMS, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF DISPATCH FURNITURE FOR THE CENTRAL DISPATCH CENTER FROM XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$133,889.24 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT

Attachments:      [XYBIX SYSTEMS, INC](#)

**A. 8**      [2017-0486](#)**FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,454.00 TO ALLOW FOR THE COMPLETION OF RESTROOM FACILITIES, STORAGE SPACE AND AN OPEN CLASSROOM SPACE AT THE FIRE DEPARTMENT TRAINING GROUNDS

Attachments:      [FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT](#)  
                             [BA FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT](#)

**A. 9**      [2017-0575](#)**ENERGY ASSESSMENT TASK ORDER 08:**

A RESOLUTION TO APPROVE TASK ORDER NO. 8 WITH GARVER, LLC IN THE AMOUNT OF \$27,600.00 TO COMPLETE AN ENERGY ASSESSMENT FOR THE TERMINAL BUILDING, TERMINAL PARKING LOT, AND AIRFIELD ELECTRICAL VAULT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:      [ENERGY ASSESSMENT TASK ORDER 08](#)  
                             [BA ENERGY ASSESSMENT TASK ORDER 08](#)



**A. 10**     [2017-0535](#)**WATER & SEWER OUTBUILDINGS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

**Attachments:**            [WATER & SEWER OUTBUILDINGS CONSTRUCTION](#)  
                                 [BA\\_WATER & SEWER OUTBUILDINGS CONSTRUCTION](#)

**A. 11**     [2017-0553](#)**OZARKS ELECTRIC UTILITY EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF AN ELECTRICAL DISTRIBUTION LINE EASEMENT TO OZARKS ELECTRIC COOPERATIVE CORPORATION ACROSS A PORTION OF BRYCE DAVIS PARK TO SUPPLY ELECTRICITY FOR LIGHTS AT IAMS DOG PARK

**Attachments:**            [OZARKS ELECTRIC UTILITY EASEMENT](#)

**B. Unfinished Business:****B. 1**       [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

**Attachments:**            [APPEAL OF LSD 17-5775: \(324 E. 12TH PLACE/MORGAN MANOR APTS. ADDI](#)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting. At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.*

**B. 2**      [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments:      [SMALL CELL COMMUNICATIONS FACILITIES](#)

*At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*

**B. 3**      [2017-0508](#)**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments:      [2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN](#)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting.*

**C. New Business:****C. 1**      [2017-0564](#)**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments:      [RZN 17-5925: \(820 S. GOVERNMENT AVE./BARNES\)](#)

**C. 2**     [2017-0556](#)**2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:**

AN ORDINANCE TO ENACT § 173.12 SPECIFICATIONS FOR WATER AND SEWER LINES IN CHAPTER 173 BUILDING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE

Attachments:        [2017 WS STANDARD SPECIFICATIONS](#)

**C. 3**     [2017-0569](#)**INVERITAS RESEARCH & CONSULTING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH INVERITAS RESEARCH & CONSULTING, LLC IN THE AMOUNT OF \$3,500.00 TO CONDUCT A WORKSHOP FOR THE CITY MANAGEMENT TEAM TO DEVELOP AN IMPLEMENTATION PLAN BASED ON THE INVERITAS STRATEGIC PLANNING FINAL REPORT SUBMITTED TO THE CITY COUNCIL AFTER THEIR SPRING WORKSHOP

Attachments:        [INVERITAS RESEARCH & CONSULTING, LLC](#)  
                              [BA INVERITAS RESEARCH & CONSULTING, LLC](#)

**C. 4**     [2017-0559](#)**APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5901 FOR APPROXIMATELY 1.20 ACRES LOCATED AT 1100 NORTH MEADOWLANDS DRIVE FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

Attachments:        [APPEAL RZN 17-5901: \(1100 N. MEADOWLANDS/KHAJEHNAJAFI\)](#)

**D. City Council Agenda Session Presentations:****D. 1**     [2017-0515](#)

AGENDA SESSION PRESENTATION - ENERGY ACTION PLAN UPDATE

**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: 2016-0585**

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Minutes

**Agenda Number:** A. 1

APPROVAL OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING MINUTES.



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0565

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 2

### **STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE:**

A RESOLUTION TO APPROVE THE PURCHASE OF SOFTWARE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH APRIL 7, 2018, AND ANY FUTURE RENEWAL PERIODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of software on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials ValuePoint cooperative purchasing agreement through April 7, 2018, and any future renewal periods.

City of Fayetteville Staff Review Form

2017-0565

Legistar File ID

10/17/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Fulmer

9/27/2017

Information Technology /  
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of software, on an as-needed basis, from SHI International Corp utilizing state procurement contract SP-16-0197 through National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #ADSP016-130651 through April 7, 2018, and any future renewal periods.

Budget Impact:

Various

Various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Lioneld Jordan and City Council

**THRU:** Don Marr, Chief of Staff  
Keith Macedo, Information Technology Director

**FROM:** Brad Fulmer, Infrastructure Manager

**DATE:** September 27, 2017

**SUBJECT:** Resolution to approve purchasing computer software through the State of Arkansas cooperative procurement contract SP-16-0197

---

**RECOMMENDATION:**

A resolution to authorize the purchase of software, on an as-needed basis, from SHI International Corp utilizing state procurement contract SP-16-0197 through National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #ADSP016-130651 through April 7, 2018, and any future renewal periods.

**BACKGROUND:**

Software Value-Added Reseller services were bid through a national cooperative known as NASPO Value Point. The State of Arkansas signed participating contract SP-16-0197, through agreement #4600038769, to acknowledge NASPO ValuePoint #ADSP016-130651 for software value-added reseller services which can be utilized by all Arkansas state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities. The NASPO ValuePoint purchasing cooperative program is led by State Procurement Officers from member States elected by their peers. Every NASPO ValuePoint contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead state's central procurement office under direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

Contract SP-16-0197 was awarded to SHI International Corp and the initial term is valid through April 7, 2018 with future renewals through April 17, 2021.

**DISCUSSION:**

Purchasing software value-added reseller services from the State of Arkansas contract gives the City an opportunity to have competitive pricing which is based off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the NASPO ValuePoint cooperative contract provides. There is no fee to the City to purchase from the state contract.

**BUDGET/STAFF IMPACT:**

Software products and services are budgeted within each division and various capital improvement projects and operating budgets across the City.

**Attachments:** Staff Review Form, NASPO ValuePoint Participating Addendum with State of Arkansas, State of Arkansas Contract SP-16-0197 and Agreement #4600038769



**Contract # 4600038769**

**Vendor # 100186284**

*Products Offered: Software*

*Contract Website: <https://www.shi.com/>*

**Contact:**

SHI International      David Rounds      [david\\_rounds@shi.com](mailto:david_rounds@shi.com)      (512) 732-8024      100000362

**Special Instructions:**

Scope of Contract

The scope of this contract includes the purchase of licenses for distributed software products through a software value-added reseller. The reseller would also provide maintenance agreements for software licenses, whether those licenses were purchased under this agreement or are previously-purchased licenses. Reseller will provide services related to the sale and management of distributed software licenses.

Performance Standards:

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services **must** have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

Purchase Order Instructions:

All purchase orders issued must include the following:

- NASPO ValuePoint Contract number      ADSPO16-130651
- State Contract number      SP-16-0197 / 4600038769
- Agency Name, Address, Contact, Phone number
- IT procurement and/or other applicable approvals
- Orders shall be made out to the Manufacturer

Leasing:

Leasing is not authorized under this contract.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
Master Agreement No: ADSPO16-130651  
SHI International Corp.  
(hereinafter "Contractor" or "Contract Vendor")  
and  
State of Arkansas  
Contract No: 4600038769 SP-16-0197  
(hereinafter "Participating State/Entity")

**1. Scope:**

This addendum (the "Addendum" or the "Agreement") covers the NASPO *Software Value Added Reseller* contract # ADSPO16-130651 led by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity that are authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the State's Chief Procurement Official.

**2. Participation:**

All eligible purchasers ("Purchasing Entity" or "Participating Entity") within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this Agreement.

**3. Order of Precedence:**

- A. Arkansas's Participating Addendum (PA or Addendum); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Arizona Master Agreement No. ADSPO 16-130651.
- B. Arizona Master Agreement No. ADSPO 16-130651 (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor's response to the solicitation.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this Agreement as to the products and services listed on the ordering document only. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor, unless such terms are referenced in the Master Agreement.

**4. Participating State Modifications or Additions to Master Agreement:**

These modifications or additions apply only to actions and relationships with the Participating State/Entity.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**ARIZONA MASTER AGREEMENT # ADSP016-130651**  
**Arkansas Contract No: 4600038769 SP-16-0197**

- A. **Reporting.** Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to [OSP.ITContracts@dfa.arkansas.gov](mailto:OSP.ITContracts@dfa.arkansas.gov). Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
- 1) Vendor Contract Number
  - 2) State
  - 3) Customer Type (State, Education, Local Government)
  - 4) Bill to Name
  - 5) Customer PO Number
  - 6) Customer Number
  - 7) Order Date
  - 8) Product/Service Description
  - 9) Baseline Price
  - 10) Discount Applied
  - 11) Discount Unit Price
  - 12) Quantity
  - 13) Total Price
- B. **Payments.** Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity **shall** make a good-faith effort to pay within thirty (30) days after the date of invoice. The State **shall** have the right to dispute billed goods and services and withhold payment for those goods or services in dispute. Interest **shall not** be charged on disputed amounts while in dispute.
- C. **Records.** Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.
- D. **Governing Law.** The laws of the State of Arkansas **shall** govern this Agreement. Nothing under this Agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.
- E. **Travel Expenses.** Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State. Approved expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.
- F. **Cancellation.** In the event the State of Arkansas or Purchasing Entity no longer needs the service or commodity specified in the contract or purchase order due to lack of funds appropriated for this purpose, the State or Purchasing Entity may cancel the contract or purchase order, by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. The Contractor may be reimbursed for the price of any commodities or services already delivered under the contract or purchase order by filing a claim with the Arkansas Claims Commission if the Purchasing Entity has no appropriated funds available to pay such claim.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**ARIZONA MASTER AGREEMENT # ADSP016-130651**  
**Arkansas Contract No: 4600038769 SP-16-0197**

- G. **Confidential Information.** Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.
- H. **Contingent Fee.** The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- I. **Disclosure.** Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor must submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
- J. **For Services Only:**
- **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov) or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor must submit a written statement to that effect.
  - **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants. The Contractor must certify online at [www.arkansas.gov/dfa/procurement](http://www.arkansas.gov/dfa/procurement) that the Contractor does not employ or contract with any illegal immigrant prior to entering into this Addendum.
  - **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.
- K. **Leasing.** Leasing **shall not** be authorized under this Participating Addendum.
- L. **Value Added Services.** The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:
- It is of no cost to the purchasing entity;
  - Services are linked to items the entity has purchased through a current or past transaction.

**5. Purchase Order Instructions:**



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
ARIZONA MASTER AGREEMENT # ADSPO16-130651  
Arkansas Contract No: 4600038769 SP-16-0197

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum **shall** include the following:

- A. Arizona Master Agreement number **ADSPO 16-130651**
- B. State contract number **SP-16-0197 4600038769**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor or Reseller

Purchasing Entities **shall not** be required by the Contractor or its subcontractors to sign any additional terms and conditions when utilizing this Agreement.

**6. Subcontractors:**

All dealers and resellers authorized in the State of Arizona, as shown on the dedicated SHI NASPO website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The SHI dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services **shall** be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

**8. Orders:**

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

**9. Terms:**

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

**10. Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

|                           |           |                              |
|---------------------------|-----------|------------------------------|
| <b>Lead State Arizona</b> | Name      | Charlotte Righetti           |
|                           | Address   |                              |
|                           | Telephone | 602-542-9127                 |
|                           | E-mail    | charlotte.righetti@azdoa.gov |
| <b>NASPO</b>              | Name      | Ted Fosket                   |
|                           | Address   |                              |
|                           | Telephone | 907-723-3360                 |
|                           | E-mail    | tfosket@naspovaluepoint.org  |
| <b>Contractor SHI</b>     | Name      | David Rounds                 |

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
 ARIZONA MASTER AGREEMENT # ADSPO16-130651  
 Arkansas Contract No: 4600038769 SP-16-0197

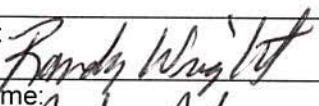
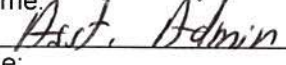
|                                          |           |                                                                                          |
|------------------------------------------|-----------|------------------------------------------------------------------------------------------|
|                                          | Address   | SHI International Corp.<br>1301 South Mo-Pac Expressway Suite 375<br>Austin, Texas 78746 |
|                                          | Telephone | 512-732-8024                                                                             |
|                                          | Mobile    | 512-413-3714                                                                             |
|                                          | Fax       | 888-394-5322                                                                             |
|                                          | E-mail    | David_Rounds@shi.com                                                                     |
| <b>Participating Entity<br/>Arkansas</b> | Name      | Shane Phillips                                                                           |
|                                          | Address   | 1509 West 7 <sup>th</sup> Street, 3 <sup>rd</sup> Floor<br>Little Rock, Arkansas 72201   |
|                                          | Telephone | 501-324-9322                                                                             |
|                                          | E-mail    | Jordan.Phillips@dfa.arkansas.gov                                                         |

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**ARIZONA MASTER AGREEMENT # ADSPO16-130651**  
**Arkansas Contract No: 4600038769 SP-16-0197**

This Participating Addendum and the Master Agreement number ADSPO16-130651 administered by the State of Arizona together with its exhibits (including any terms referenced in the Master Agreement) , set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

| <b>Participating State: Arkansas</b>                                                     | <b>Contractor: SHI</b>                                                                 |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| By:     | By:  |
| Name:   | Name: Natalie Slowik                                                                   |
| Title:                                                                                   | Title: Senior Manager – Contracts & RFPs                                               |
| Date:  | Date: 9/28/16                                                                          |



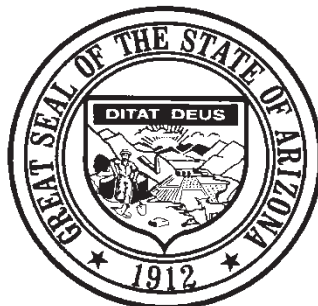
**Software Value-Added Reseller (SVAR) Services  
MASTER PRICE AGREEMENT**

**with**

**SHI INTERNATIONAL, CORP.  
Contract No. ADSP016-130651**

**State of Arizona  
Lead State**

**Effective: April 8, 2016 to April 7, 2018**





|                                                                                   |                                           |            |                                                                                                                                              |
|-----------------------------------------------------------------------------------|-------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Offer and Acceptance</b>               |            | <b>State of Arizona</b><br><b>State Procurement Office</b><br><b>100 North 15<sup>th</sup> Avenue, Suite 201</b><br><b>Phoenix, AZ 85007</b> |
|                                                                                   | SOLICITATION NO.: <b>ADSP016-00005829</b> | PAGE<br>70 |                                                                                                                                              |
|                                                                                   | OFFEROR: <b>SHI International Corp.</b>   | OF<br>76   |                                                                                                                                              |

### OFFER

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

SHI International Corp.  
Company Name

290 Davidson Ave.  
Address

Somerset NJ 08873  
City State Zip

*Natalie Slowik*  
Signature of Person Authorized to Sign Offer

Natalie Slowik  
Printed Name

Sr. Manager, Contracts & RFPs  
Title

Phone: 888-764-8888

Fax: 732-764-8889

E-Mail: Alison\_Turner@shi.com

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. 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, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. Available upon posting

The effective date of the Contract is April 8, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
 Awarded this

5<sup>th</sup> day of April 2016

Procurement Officer

*[Signature]*



# Master Agreement Table of Contents

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

## Table of Contents

|                                                                                      |    |
|--------------------------------------------------------------------------------------|----|
| EXECUTED OFFER AND ACCEPTANCE FORM.....                                              | 2  |
| TABLE OF CONTENTS.....                                                               | 3  |
| SECTION 1: NASPO ValuePoint Solicitation ADSP016-00005829 – GENERAL INFORMATION..... | 4  |
| SECTION 2: SCOPE OF WORK .....                                                       | 7  |
| SECTION 3: NASPO ValuePoint Master Agreement Terms and Conditions .....              | 22 |
| SECTION 4: Lead State (State of Arizona) Terms and Conditions .....                  | 37 |
| State of Arizona Special Terms and Conditions .....                                  | 37 |
| State of Arizona Uniform Terms and Conditions .....                                  | 50 |



# Master Agreement

## Section 1: General Information

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

### 1.1 Purpose

The State of Arizona, State Procurement Office, is requesting proposals for Software Value-Added Reseller (SVAR) services in furtherance of the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors so that NASPO ValuePoint Cooperative Members may acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions, as explained in section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section 4).

### 1.2 Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)

The State of Arizona, State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et seq. The Solicitation #ADSP016-00005829 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Charlotte Righetti, CPPB, CTNS State Procurement Manager  
State of Arizona, State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, Arizona 85007  
Phone: (602)542.9127

### 1.3 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each



# Master Agreement

## Section 1: General Information

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

### 1.4 Participating States

In addition to the Lead State conducting this solicitation, the Participating States listed below have requested to be named in this RFP as potential Users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement. State specific terms and conditions will govern each state's Participating Addendum that will govern each state's Participating Addendum. A listing of the Participating States can be found in Exhibit I.

### 1.5 Definitions – all capitalized terms in this document have the meaning as defined in AAC R2-7-101. Any capitalized term not defined in AAC R2-7-101 has the meaning defined below.

**"Appliance"** means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.

**"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.

**"Best and Final Offer (BAFO)"** means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

**"Commercial Off the Shelf" ("COTS")** for the purposes of this solicitation means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

**"End-User License Agreement (EULA)"** is a legal contract between the manufacturer (publisher) and the end User of an application that details how the software can and cannot be used.

**"eProcurement (Electronic Procurement)"** means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

**"Excluded Software Publishers"** means a Software Publisher who is unwilling to do business with a Reseller.

**"Exhibit"** means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



# Master Agreement

## Section 1: General Information

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

**“Lead State Contract Administrator” (“LSCA”)** means the Procurement Officer for the Master Agreement.

**“Master Agreement” (“MPA”)** means the contractual agreement executed between the winning (awarded) contractor (s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.

**“Non-perpetual license” or Subscription License** is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.

**“Participating State Contract Administrator” (“PSCA”)** means the Procurement Officer for the Participating State.

**“Perpetual license”** means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.

**“Person”** means any corporation, business, individual, union, committee, club, or other organization or group of individuals

**“Publisher”** means a software manufacturer (e.g., Microsoft)

**“Reseller”** means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.

**“Reseller Cost”** means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller Cost should not include any administrative or other mark-up costs.

**“Software”** means the computer program, including media and associated documentation.

**“Software Licensing”** means allowing an individual or group to use a piece of software.

**“Software Maintenance and Support”** means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

**“Solicitation Amendment”** means a change to the Solicitation issued by the Procurement Officer.

**“Volume License Agreements (VLAs)”** means an agreement with a Software Publisher wherein the Participating State’s total expected purchasing over a period of time is considered in establishing the discount level.





# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

### 2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services:**

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- 2.1.2.9 Provide Software Installation Assistance.
  - 2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
  - 2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- 2.1.2.10 Provide Software De-Installation Assistance.
- 2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
  - 2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
  - 2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.
  - 2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
  - 2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
  - 2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.
  - 2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- 2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.
- 2.1.3 SVAR shall Develop and Maintain Website
  - 2.1.3.1 *For Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
    - 2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.





# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.
- 2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.1.3.1.4 Website shall be ADA compliant.
- 2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.
- 2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.
- 2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.
- 2.1.3.1.8 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.
- 2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.
- 2.1.3.2 *Contract and General Information.* The website shall provide contract and ordering information to include, at a minimum:
  - 2.1.3.2.1 The contract number(s) (MPA and PA);
  - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
    - Name(s) and titles
    - Areas of responsibility for each contact name;
    - Phone number(s); and,
    - Email address(es).
  - 2.1.3.3.3 Information on use of website,
  - 2.1.3.3.4 Quote and ordering information; and,
  - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
  - 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

of products allowed per the contracts, particularly those products of itemized publishers.

- 2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.
- 2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.
- 2.1.3.4 *Product Searching Capability.* At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.
- 2.1.3.5 *Online Product Quotes.* Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).
- 2.1.3.6 *User Differentiation.* Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 2.1.3.7 *Online Reports.* Website shall have capability to provide order history, as well as order status and order tracking.
- 2.1.3.8 *Other.* Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

## 2.2 COTS Products

### 2.2.1 Software which requires little or no services

|                                    | IN SCOPE Offerings |                                                                  | OUT OF SCOPE Offerings                                                                                                                                                                                                                                                                                                         |
|------------------------------------|--------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LICENSING TYPE                     | COTS               | Individual Licensing<br>Volume Licensing<br>Enterprise Licensing | Custom/Customized                                                                                                                                                                                                                                                                                                              |
| LICENSING PERIOD                   | Perpetual          | Subscription                                                     | <i>none</i>                                                                                                                                                                                                                                                                                                                    |
| Delivery                           | Shrink-Wrap        | Download                                                         | <i>none</i>                                                                                                                                                                                                                                                                                                                    |
| HOSTING as part of delivery & use. | On Premise         | Off Premise                                                      | <b>Managed Service</b><br><i>Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer</i><br><a href="http://mspalliance.com/definition-of-managed-services/">mspalliance.com/definition-of-managed-services/</a> |

2.2.1.1 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

### 2.2.1.2 Licenses and Maintenance Agreements

#### 2.2.1.2.1 Volume License Agreements (VLA) and Enterprise License Agreements (ELA)

The Reseller will honor existing Participating State's VLA's or ELA's with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Participating State, and if so required by the Participating State, the Purchasing Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that Participating State or Purchasing Entity. If so required by the Publisher and Participating State, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller will work with Participating State, Purchasing Entity(ies) and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

Reseller will work directly with Purchasing Entity(ies) in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for



## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

### 2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

### 2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

### 2.2.1.3.3 *License Confirmations*

For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:



## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

- (i) Certified Licensing Confirmation Certificates for all software licenses;
- (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
- (iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

#### 2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

#### 2.2.1.4 Leases

Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

- 2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

#### 2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

| <b><u>KEY ITEMIZED PUBLISHERS</u></b><br>Certification as Direct Reseller. | <b><u>OTHER ITEMIZED PUBLISHERS</u></b><br>Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate | <b><u>NON-ITEMIZED PUBLISHER</u></b><br>One 'not to exceed' rate |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| ADOBE                                                                      | AI SQUARED                                                                                                                                                               |                                                                  |
| CITRIX                                                                     | AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE                                                                                                                                 |                                                                  |
| MICROSOFT                                                                  | ALLIANCE ENTERPRISES                                                                                                                                                     |                                                                  |
| NOVELL                                                                     | APPLE                                                                                                                                                                    |                                                                  |
| SYMANTEC                                                                   | ATTACHMATE – MICROFOCUS                                                                                                                                                  |                                                                  |
| VMWARE                                                                     | AUTODESK                                                                                                                                                                 |                                                                  |
|                                                                            | AUTONOMY – HP                                                                                                                                                            |                                                                  |
|                                                                            | BAKBONE – DELL                                                                                                                                                           |                                                                  |
|                                                                            | BARRACUDA                                                                                                                                                                |                                                                  |
|                                                                            | BOMGAR REMOTE SOFTWARE                                                                                                                                                   |                                                                  |
|                                                                            | CA TECHNOLOGIES                                                                                                                                                          |                                                                  |
|                                                                            | CISCO                                                                                                                                                                    |                                                                  |
|                                                                            | COMPUTRONIX USA                                                                                                                                                          |                                                                  |





## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

|  |                                                   |  |
|--|---------------------------------------------------|--|
|  | COMPUWARE                                         |  |
|  | COREL                                             |  |
|  | DOUBLETAKE                                        |  |
|  | EMC                                               |  |
|  | ENCHOICE                                          |  |
|  | ESET                                              |  |
|  | ESRI                                              |  |
|  | FREEDOM SCIENTIFIC                                |  |
|  | GUARDIAN EDGE – SYMANTEC                          |  |
|  | GW MICRO                                          |  |
|  | IBM                                               |  |
|  | ICM CONVERSIONS                                   |  |
|  | INFOR                                             |  |
|  | INTERMEDIX EMSYSTEMS                              |  |
|  | HP                                                |  |
|  | HUMANWARE                                         |  |
|  | INFORMATION BUILDERS                              |  |
|  | KRONOS SOFTWARE                                   |  |
|  | LANDESK                                           |  |
|  | LASERFISCHE                                       |  |
|  | LIQUIDWARE STATUSPHERE                            |  |
|  | MICROFOCUS INC                                    |  |
|  | MINJET                                            |  |
|  | MPS                                               |  |
|  | MQSOFTWARE – BMC<br>SOFTWARE                      |  |
|  | NCIRCLE                                           |  |
|  | NETOP                                             |  |
|  | NUANCE                                            |  |
|  | ORACLE                                            |  |
|  | OSAM                                              |  |
|  | PASSPORT                                          |  |
|  | PATCHLINK                                         |  |
|  | PROOFPOINT                                        |  |
|  | RSA SECURITY                                      |  |
|  | REFERENCIA SYSTEMS                                |  |
|  | SAP AMERICA                                       |  |
|  | SAS                                               |  |
|  | SOLUTIONS SOFTWARE                                |  |
|  | SOPHOS                                            |  |
|  | SPLUNK SOFTWARE                                   |  |
|  | STASEEKER NETWORK<br>INFRASTRUCTURE<br>MONITORING |  |
|  | STELLEMENT – ORACLE                               |  |





## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

|  |             |  |
|--|-------------|--|
|  | SUNGUARD    |  |
|  | SYBASE      |  |
|  | TECHSMITH   |  |
|  | TREND MICRO |  |
|  | TRUSTWARE   |  |
|  | ULTRABAC    |  |
|  | VORMETRIC   |  |
|  | WEBSense    |  |
|  |             |  |

### 2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that



## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *Guaranteed 30 Day Quote.* Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion.* The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

### 2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

2.2.1.8.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

## 2.3 Services

|                                   | IN SCOPE                                                                                                                                                                                                                                                                                                        |                  | OUT OF SCOPE                                                                                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOFTWARE & LICENSING TYPE         | COTS                                                                                                                                                                                                                                                                                                            | Volume Licensing | Custom/Customized                                                                                                                                                                      |
| LICENSING PERIOD                  | Perpetual                                                                                                                                                                                                                                                                                                       | Subscription     | Not Applicable                                                                                                                                                                         |
| Delivery                          | Shrink-Wrap                                                                                                                                                                                                                                                                                                     | Download         | Not Applicable                                                                                                                                                                         |
| Hosting as part of delivery & use | On-Premise                                                                                                                                                                                                                                                                                                      | Off-Premise      | Managed Services                                                                                                                                                                       |
| SERVICES                          | Basic Installation, Training and Maintenance<br><i>Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</i> |                  | Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties |

### 2.3.1 In Scope Services:

Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

### 2.3.2 (RESERVED)

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

## 2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

## 2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days.**

2.5.2 *Problem Escalation.* The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends.* **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 *Contract Reviews.*

2.5.4.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA.**

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and



# Master Agreement

## Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services

provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

### 2.6. Interactions with Software Publishers

- 2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.
- 2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

### 2.7 Reporting

- 2.7.1 *Standard Reports*  
Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.
- 2.7.2 *Online Reports*  
The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- 2.7.3 *Custom Reports*



## Master Agreement Section 2: Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

---

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

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Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

### 2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: ADSP016-130651  
Description: Software Value-Added Reseller (SVAR) Services



### 1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating State's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### 2. Definitions

**Acceptance** is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.





# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating State incorporating this Master Agreement and any other additional Participating State specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.

**Participating State** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating State.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

### 3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for successive periods with a maximum aggregate, including all extensions, not to exceed five (5) years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

### 4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

### 5. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

### 6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

rates will be allowed.

### 7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

### 8. Confidentiality, Non-Disclosure, and Injunctive Relief

Provisions governing confidentiality of information during performance of orders for the State of Arizona are governed by The State of Arizona Special Terms and Conditions. Except where a Participating Addendum prescribes otherwise, this section governs confidentiality and disclosure of information of other Purchasing Entities.

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating State, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

### 9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

### 10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating State shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### 11. Shipping and Delivery.

Section 3.2.1.8 of the solicitation prescribes requirements for product delivery and return.

### 12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

### 13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by "force majeure," as that term is defined in and under conditions specified in section 6.4 of the State of Arizona Uniform Terms and Conditions.

### 14. Indemnification

a. Section 5.1X1.1 of the State of Arizona Special Terms and Conditions governs indemnification of the State of Arizona. With respect to other entities, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Section 6.3 of the State of Arizona Uniform Terms and Conditions governs indemnification of the State for intellectual property infringement claims. With respect to other entities the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### 15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

### 16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.





# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

### 17. Insurance

a. The insurance requirements of the State of Arizona are specified in section 5.1 X 1.2 of the State of Arizona Special Terms and Conditions. For performance in other states, unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating State's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating State's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Damage to Rented Premises \$50,0000

Each Occurrence \$1,000,000

2) Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this contract is completed.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating State by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating State's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating State who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating State, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating State, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## 18. Laws and Regulations

Any and all Products offered and furnished shall comply with solicitation section 5.10, Compliance with Applicable Laws.

## 19. License of Pre-Existing Intellectual Property

Any rights to intellectual property shall be as prescribed in the Lead State's solicitation and resulting contract, and Purchasing Entities shall have the same rights as the Lead State under those provisions.

## 20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating State, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress





# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### 21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

## 22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating State is located.

g. Resale. "Resale" means any transfer of software for compensation or assignment of services for compensation. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes software and services that are deliverables). Absent any



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

### 23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Any prompt payment terms proposed by contractor shall be extended to all Purchasing Entities.

### 24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

### 25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating State, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### 26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states, such as the State of Arizona, may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

### 27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III\_Cooperative Contract Sales Reporting Data Requirements and Data Format.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

### 28. Standard of Performance and Acceptance.

Determination of the acceptability of services shall be made by the sole judgement of the Purchasing Entity. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the Purchasing Entity. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship, and successfully performing all required Tasks. Nonconformance to a stated acceptance and performance criteria of both services and or products, as required, shall result in a delay for payment. The warranty period will begin upon Acceptance.

### 29. Warranty

The Contractor warrants for a period of 90 days from the date of Acceptance in accordance with the provisions of section 7 of the State of Arizona Uniform Terms and Conditions and section 5.1 N. of the State of Arizona Special Terms and Conditions, with rights of the State available to other Purchasing Entities. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

### 30. (RESERVED)

### 31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

### 32. Waiver of Breach

Failure of the Lead State, Participating State, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating State, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating State of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.





# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

### 33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

### 34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### 35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating State's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating State state if a named party; or the Purchasing Entity state if a named party.

### 36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.



# Master Agreement

## Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

### 37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

### 38. State Government Support

No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entity, other than payment, are required under the Master Agreement.





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**



### 5.1 State of Arizona Special Terms and Conditions

#### A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

#### B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of two (2) years, unless terminated, canceled or extended as otherwise provided herein.

#### C. Contract Extensions

The Contract term is for period stated in Item B. subject to additional successive periods with a maximum aggregate including all extensions not to exceed five (5) years.

#### D. Contract Type – Fixed Price

#### E. Eligible Agencies (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

#### F. Licenses

The 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.

#### G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

### H. 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 if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

### I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

### J. Price Adjustment

Any price adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

### K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

### L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used 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 State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

### **M. Employees of the Contractor**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

### **N. Warranty**

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials, that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

### **O. Compliance with Applicable Laws**

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.

### **P. 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 State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

### **Q. Administrative Fee/Usage Reports**

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. The Administrative Fee is a part of the contractor's unit prices and is not to be charged directly to the customer in the form of a



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

separate line item. In accordance with Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions, the 0.25% NASPO ValuePoint Administrative fee shall be incorporated into the Offerors base price. Other states, including the State of Arizona, may negotiate additional Administrative Fees in their Participating Addenda following award of a Master Agreement.

Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

### 2. State of Arizona Fee Amount:

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

### 3. Method of Assessment

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative> . At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

### 4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

#### 4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

|                                 |                 |
|---------------------------------|-----------------|
| FY Q1, July through September   | Due October 31  |
| FY Q2, October through December | Due January 31  |
| FY Q3, January through March    | Due by April 30 |
| FY Q4, April through June       | Due by July 31  |



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: [usage@azdoa.gov](mailto:usage@azdoa.gov)
- 4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:  
Department of Administration  
General Services Division  
ATTN: "Statewide Contracts Administrative Fee"  
100 N. 15th Avenue, Suite 202  
Phoenix, AZ 85007
5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

### R. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

### T. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

#### 1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

failure; and

1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

### 2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

### U. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

### V. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

### W. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### **X. Indemnification and Insurance**

#### **1.1 Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### **1.2 Insurance Requirements**

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

#### **1.3 Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

### 1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

|                                           |             |
|-------------------------------------------|-------------|
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury           | \$1,000,000 |
| Damage to Rented Premises                 | \$50,000    |
| Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 1.3.4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

### 1.3.5 Media Liability Coverage

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

## 1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents,



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

**1.4.2** Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### **1.5** Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

### **1.6** Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### **1.7** Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

**1.7.1** All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**1.7.2** All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### **1.8** Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

### 1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

### 1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## Y. **Data Privacy and Security**

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

## Z. **Data Privacy/Security Incident Management**

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

### 1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

### 2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

for the State CIO, the CISO and key personnel.

### **AA. Security Requirements for Contractor Personnel**

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
2. UNAX/confidentiality Training;
3. HIPAA Privacy and Security Training; and
4. Information Security Training.

### **BB. Access Constraints and Requirements**

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

### **CC. Health Insurance Portability and Accountability Act of 1996**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

### Suggested References:

<https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf>

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/>

## **DD. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

## **5.2 State of Arizona Uniform Terms and Conditions**

### **1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

## 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;





# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.  
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

### 5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in



# Master Agreement

## Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;





# Master Agreement

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Contract No: **ADSP016-130651**  
Description: **Software Value-Added Reseller (SVAR) Services**

- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
  - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and



# Master Agreement

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Description: **Software Value-Added Reseller (SVAR) Services**

the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by





# Master Agreement

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the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

### 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

### 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

## ATTACHMENT A - RESPONSE TO SCOPE OF WORK – QUALIFICATIONS

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

### Instructions:

- a. All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.
- b. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
- c. Response to all questions, even if you answer is "Not Applicable".
- d. Label your response "ATTACHMENT A\_Qualifications\_ *companyname*" and state the question number being addressed.
- e. Additional attached information shall indicate the item number and heading being referenced as it appears below.
- f. The above additional attached information should also include a header labeled, "ATTACHMENT A\_Qualifications\_ *companyname\_name of additional information*"

### 1. Overall Company Information

#### 1.1. Business Operations

- 1.1.1. Provide a Brief overview of business operations, with an emphasis on the provision of services as a Software Value-Added Reseller.

### SHI Response:

SHI International Corp., headquartered in Somerset, New Jersey, has transformed itself from a \$1 million "software-only" regional reseller into a \$5.8 billion global, full lifecycle provider of technology, services and solutions.

SHI is positioned as the fastest growing VAR in the market globally, boasting a growth rate of 15% in revenue and reaching \$5.8 billion in 2014. Providing world class support to more than 14,000 customers, SHI continues to grow our customer base and maintain our customer loyalty with 99% retention, as some of our largest competitors are experiencing no or negative growth. Providing a compelling value to our entire customer base, SHI is able to offer the lowest gross margin of our top 4 competitors, while at the same time maintaining our profitability with the lowest overhead cost structure in the industry.

We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. We do this by understanding our customers' complete project lifecycle. We address customer business needs, help them acquire the appropriate technology, and follow through to make sure that the technology we provided is adopted or consumed correctly, and is meeting business needs as expected.

## SHI's Approach

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their software needs. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide customer satisfaction. SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for both NASPO ValuePoint and the Participating States. To make this contract a success, we have included each of the following elements:

- **A dedicated Public Sector account and service team.** This team is empowered to commit all of SHI's resources to address the needs of our customers.
- **A flexible service approach** that allows SHI to adjust its processes, procedures, and offerings to meet the changing needs of our customers.
- **An innovation strategy** that ensures that NASPO ValuePoint and the Participating States are able to take advantage of additional opportunities to improve service, reduce costs, and improve the satisfaction of our end-user customers.

## SHI's "Customer Needs" Process

SHI understands that in order to bring the right solution to the customer, we need to first understand the customer's vision. Once we understand what they are trying to accomplish, our sales team, licensing experts, and internal publisher-specific resources help design a strategy that is suitable to their environment today, and that will scale to meet their future needs. This approach might include conducting assessments of the customer's current environment or proof of concept for a potential solution. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring their software products using the most advantageous licensing programs and at the most aggressive possible cost. We then follow through with our customer to ensure that the software solution the customer procured is working as expected.

## SHI's Manufacturer Relationships

SHI has a diversified product line that includes a broad range of IT products and services. All the leading manufacturers have established SHI as an authorized partner. Some of our largest partner relationships include:



## Expertise with Software Licensing



When it comes to software in particular, SHI's expertise is second to none. Following are just a few examples of the benefits we bring to our customers for their software needs:

[Our Award Winning Licensing Team](#)—With the largest team of Software & Licensing Specialists in the industry, SHI has the expertise in managing the varied features of the Publisher Licensing Programs. Our award winning team of Software & Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

[Software Asset Management](#)—SHI understands how important it is for our customers to understand and manage their valuable software assets. Our expertise, reporting, and license tracking all work together to provide peace of mind. SHI customers have confidence that they are compliant with each software publisher's unique licensing requirements, without overspending for unnecessary licensing.

[Managing your Software Lifecycle](#)—SHI's expertise extends beyond the implementation and management of your license agreements and compliance. We offer comprehensive software lifecycle support, including regular Customer Business Reviews and our Polaris Renewal Organizer for the management and budgeting of your software and maintenance renewals.

## What is Unique About SHI's Services as a Software Value Added Reseller?

SHI is a unique company in our industry, and there are many aspects of our business operations which translate into benefits for the customers with whom we partner for their software needs. Following are a few reasons to consider selecting SHI as your SVAR:

1. **Lowest overhead structure.** SHI is financially strong and stable, and we consistently demonstrate year over year growth without mergers or acquisitions. As a result, we offer our customers the most competitive pricing and we are able to sustain that value to our customers over the long term.
2. **Longest average tenure across our sales force.** NASPO ValuePoint can feel confident in SHI's tenured and knowledgeable staff. We experience very little turnover, and Participating States can continue to depend upon our consistency and continuity of service.
3. **Stable management and ownership structure for 26 years.** While other industry organizations have gone through multiple changes in ownership and operational structures, SHI has remained stable. SHI is a private company and certified as women and minority owned.
4. **Comprehensive software lifecycle support.** SHI does so much more than just facilitate a software transaction. We provide our customers with software asset management, software license management, and license renewal services. This minimizes our customers' risk of non-compliance and allows them to realize significant savings and cost avoidance by identifying surplus licenses and re-deploying within the enterprise.
5. **Management tools.** SHI provides the most comprehensive set of customer ready tools for management of spend and business with SHI. Our online reporting capabilities give customers visibility to and control over spend, and our PRO (Polaris Renewal Organizer) tool provides a timeline of the customer's upcoming maintenance and contract renewals.

6. **Our people and our culture.** SHI's employees are empowered to remain flexible to support our customers' individual needs. With an entrepreneurial mindset and spirit, SHI is proud to provide our customers with autonomous account teams with the authority to make all decisions relative to account support.
7. **Licensing expertise.** SHI is ranked within the top 3 resellers for all of the major software publishers. We are consistently recognized by our software publisher partners for our quality, and our licensing team is unsurpassed in the industry.
8. **Procurement.** SHI's procurement options are flexible and customizable. We offer customizable options for catalogs and E-Commerce. We also offer options and tracking for diversity spend.
9. **Proven success as a Software Value Added Reseller.** SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.
10. **Proven success as a NASPO ValuePoint Software Value Added Reseller.** SHI has had the privilege to work with WSCA/NASPO ValuePoint throughout the term of the current SVAR contract, and our transition to the new contract will be seamless. During the current contract, SHI has partnered closely with WSCA/NASPO ValuePoint and the Participating States. As evidenced by our number of current SVAR Participating Addenda and the total contract spend through SHI, we have helped more customers under the current contract than any other SVAR.

In summary, SHI is the most technologically advanced and flexible software reseller and service provider in the industry today. Our success has been realized as a result of continued customer satisfaction and continuous improvement of our systems infrastructure to accommodate the changes in software acquisition, as well as changes in the procurement and acquisition process for our customers. We've grown and evolved along with the Participating States under the current NASPO ValuePoint SVAR contract, and we look forward to continuing that strong partnership under the new agreement term as well.

1.1.2. Provide the following information using the format below.

**SHI Response:** SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

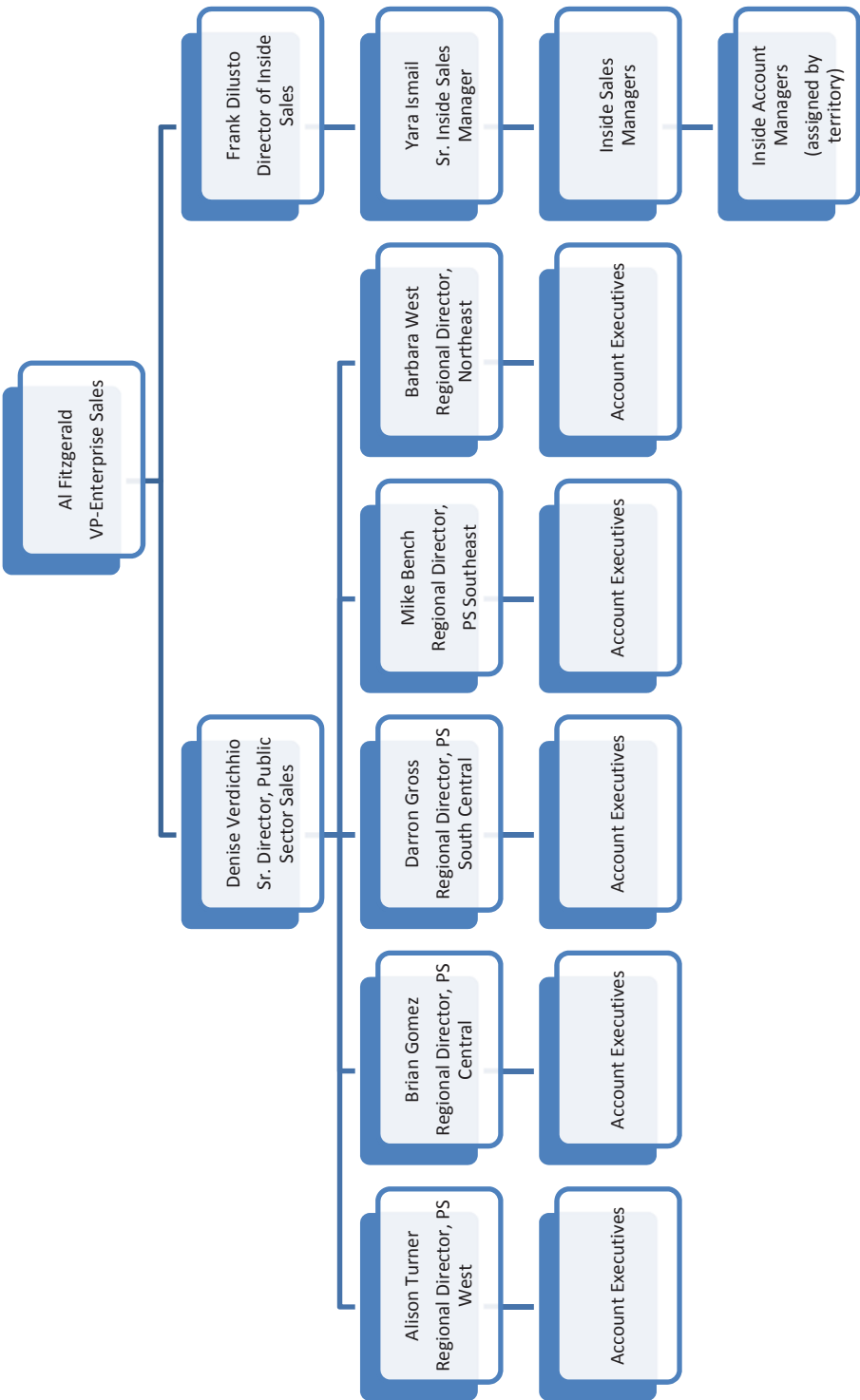
- 1.1.2.1. Offeror's full legal name
- 1.1.2.2. Primary business contact information (name, address, phone number, email address, website)
- 1.1.2.3. Date Company was established;
- 1.1.2.4. Location where the Offeror is incorporated
- 1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)
- 1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.
- 1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.
- 1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.

**Format to be used to respond to Item 1.1.2.1 through 1.1.2.8 below**

| Required Information                                                                                       | Offeror's Response                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.2.1. Offeror's full legal name                                                                         | SHI International Corp.                                                                                                                                                                                                                                                                                                                        |
| 1.1.2.2. Primary business contact information (name, address, phone number, email address, website)        | <p>SHI International Corp.<br/> 290 Davidson Ave.<br/> Somerset, NJ 08873</p> <p><b>Primary Business Contact for this RFP:</b><br/> Alison Turner<br/> Director, Public Sector West<br/> 425-974-5997<br/> <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a><br/> <a href="http://www.shi.com">www.shi.com</a></p>              |
| 1.1.2.3. Date Company was established                                                                      | With more than 3,000 employees globally, SHI has been in business for 26 years (established in 1989).                                                                                                                                                                                                                                          |
| 1.1.2.4. Location where the Offeror is incorporated                                                        | 290 Davidson Ave.<br>Somerset, NJ 09973                                                                                                                                                                                                                                                                                                        |
| 1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)                                       | <p>SHI International Corp. is a privately owned Corporation, incorporated in New Jersey</p> <p>52% owned by Thai Lee<br/> 40% owned by KoGuan Leo<br/> 8% held in trust</p>                                                                                                                                                                    |
| 1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information. | <p>SHI has sales offices and sales teams across the country which will actively support this contract. The location responsible for the performance of the contract is our headquarters location in New Jersey:</p> <p>SHI International Corp.<br/> 290 Davidson Ave.<br/> Somerset, NJ 08873</p> <p>Following are contacts from our Sales</p> |

|                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                            | <p>Management team and our Public Sector Contracts team who will be responsible for the performance of the contract:</p> <p>Sales Management Contact:<br/> Alison Turner<br/> Director, Public Sector West<br/> 425-974-5997<br/> <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a></p> <p>Public Sector Contracts Team Contact:<br/> Nick Grappone<br/> Public Sector Sales Contract Specialist<br/> 732-537-7166<br/> <a href="mailto:Nick_Grappone@SHI.com">Nick_Grappone@SHI.com</a></p>               |
| 1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.                                                              | <p>SHI is pleased to provide an organizational chart; however it would be too small to be legible in this format, so we are including it directly beneath this table.</p> <p>This organizational chart demonstrates the structure for the Field Sales Management and Account Teams that will support each Participating State. There is not sufficient space to include the names of every Account Executive in the organizational chart, but we do provide more details for each region in response to question 1.3.</p> |
| 1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response. | <p>Alison Turner<br/> Director, Public Sector West<br/> 425-974-5997<br/> <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a></p>                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |





1.2 Key Personnel – Provide the information, using the format below, regarding each Key Personnel for a resultant contract for items 1.2.1 through 1.2.5:

1.2.1 Name;

1.2.2 Position/Title and reporting responsibilities;

1.2.3 Years of industry experience

1.2.4 Years in current position

1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.

### SHI Response:

SHI has Key Personnel across the country who have had the privilege of working with Participating States under the current NASPO ValuePoint SVAR contract, and who look forward to supporting the resultant contract. Since we do have many representatives who will play a key role in performance of this contract, we are providing a brief overview of our Public Sector coverage model. Immediately following, SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

To give you an idea of our scope of coverage, SHI is proud to support our Public Sector customers with the following team members who work *exclusively with Public Sector*:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

As you can see, SHI has many representatives who will support the NASPO ValuePoint SVAR contract across the country. Using the requested format, we are supplying information for those Key Personnel who we believe will be most heavily involved in the resultant contract, based upon SHI's past experience with the States that have participated under the SVAR contract and/or have indicated their intent to participate in the next SVAR contract. Again, this is just a representative sample of the SHI team who will be supporting this agreement.

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                     |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Denise Verdicchio                                                                                                                                                                                                                                                                      |
| 1.2.2. Position/Title                             | Senior Director, Public Sector                                                                                                                                                                                                                                                         |
| 1.2.3. Years of industry experience               | 20 years in industry, 20 years with SHI                                                                                                                                                                                                                                                |
| 1.2.4. Years in current position                  | 1                                                                                                                                                                                                                                                                                      |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"><li>• Senior Director for SHI's Public Sector field sales team across the country</li><li>• Responsible for all SHI Public Sector contracts</li><li>• Dedicated to excellence and continuous improvement in offerings and customer service</li></ul> |
|                                                   |                                                                                                                                                                                                                                                                                        |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Alison Turner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.2.2. Position/Title                             | Director, Public Sector West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.2.3. Years of industry experience               | 21 years in industry, 2 years with SHI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.4. Years in current position                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country</li> <li>Manages the SHI SLED field sales team in the Western US</li> <li>Maintains strong relationships with NASPO ValuePoint and each Participating State in the West</li> <li>Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Amelia Jakubczyk                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government in Arizona and Nevada                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.3. Years of industry experience               | 16 years in industry, 5 years with SHI                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.2.4. Years in current position                  | 5                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Amelia has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) and the State of Nevada throughout the current contract term</li> <li>Amelia has been instrumental in executing under the current agreement, and she has the knowledge, customer and publisher relationships, and desire to make the new contract a success as well</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Lynn Farmer                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.2.2. Position/Title                             | Account Executive, Education in Arizona and State, Local & Education in New Mexico and Wyoming                                                                                                                                                                                                                                                                                                                      |
| 1.2.3. Years of industry experience               | 20 years in industry, 4 years with SHI                                                                                                                                                                                                                                                                                                                                                                              |
| 1.2.4. Years in current position                  | 4                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Lynn has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) Education customers, as well as the States of New Mexico and Wyoming, throughout the current SVAR contract term</li> <li>Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Andrea Keno                                                                                                                                                                                                                                                                                                                                                               |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government in Alaska, Hawaii, Montana, Idaho and Washington                                                                                                                                                                                                                                                                            |
| 1.2.3. Years of industry experience               | 8 years in industry, 2 years with SHI                                                                                                                                                                                                                                                                                                                                     |
| 1.2.4. Years in current position                  | 2                                                                                                                                                                                                                                                                                                                                                                         |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Andrea is a Field Account Executive who works closely with the States of Alaska, Hawaii, Montana, and Idaho under each State's SVAR Participating Addendum</li> <li>Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                           |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Brandon Barkley                                                                                                                                                                                                                                                                                                                       |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government & Education in Oregon                                                                                                                                                                                                                                                                   |
| 1.2.3. Years of industry experience               | 9 years in industry, 2 years with SHI                                                                                                                                                                                                                                                                                                 |
| 1.2.4. Years in current position                  | 2                                                                                                                                                                                                                                                                                                                                     |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum</li> <li>Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                       |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Heather Fritsche                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government & Education in Colorado                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.2.3. Years of industry experience               | 13 years in industry, 1 year with SHI                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.2.4. Years in current position                  | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Heather is a Field Account Executive who works with State of Colorado entities under the State's current SVAR Participating Addendum</li> <li>While newer to SHI, Heather brings a great deal of industry experience and has quickly made a strong impact for her customers</li> <li>Heather's past experience includes managing a software licensing team, and her knowledge of licensing programs and attention to detail are second to none</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Dan Pressley                                                                                                                                                                                                                                                                                                                                                                   |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government & Education in Utah and Education in Nevada, Montana and Idaho                                                                                                                                                                                                                                                                   |
| 1.2.3. Years of industry experience               | 11 years in industry, 4 years with SHI                                                                                                                                                                                                                                                                                                                                         |
| 1.2.4. Years in current position                  | 4                                                                                                                                                                                                                                                                                                                                                                              |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Dan is a Field Account Executive who works closely with the State of Utah, as well as Education accounts in Nevada, Montana and Idaho, under these States' SVAR Participating Addenda</li> <li>Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Debbie Bieber                                                                                                                                                                                                                                                                                                 |
| 1.2.2. Position/Title                             | Account Executive, Local Government in Northern California                                                                                                                                                                                                                                                    |
| 1.2.3. Years of industry experience               | 29 years in industry, 23 years with SHI                                                                                                                                                                                                                                                                       |
| 1.2.4. Years in current position                  | 20                                                                                                                                                                                                                                                                                                            |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum</li> <li>Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                               |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Guillermo Ortiz                                                                                                                                                                                                                                                                                                                                   |
| 1.2.2. Position/Title                             | Account Executive, Local Government in Southern California                                                                                                                                                                                                                                                                                        |
| 1.2.3. Years of industry experience               | 10 years in industry, 6 years with SHI                                                                                                                                                                                                                                                                                                            |
| 1.2.4. Years in current position                  | 6                                                                                                                                                                                                                                                                                                                                                 |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum</li> <li>Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                   |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Martin Barrett                                                                                                                                                                                                                                                                                              |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government in Connecticut                                                                                                                                                                                                                                                |
| 1.2.3. Years of industry experience               | 17 years in industry, 1 year with SHI                                                                                                                                                                                                                                                                       |
| 1.2.4. Years in current position                  | 1                                                                                                                                                                                                                                                                                                           |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum</li> <li>Martin combines his knowledge of products and programs with his passion for making his customers' lives easier</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                             |



| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                         |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Kevin Farrell                                                                                                                                                                                                                                                                              |
| 1.2.2. Position/Title                             | Account Executive, State and Local Government & Education in North Dakota and South Dakota                                                                                                                                                                                                 |
| 1.2.3. Years of industry experience               | 20 years of industry experience, 16 years with SHI                                                                                                                                                                                                                                         |
| 1.2.4. Years in current position                  | 16                                                                                                                                                                                                                                                                                         |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda</li> <li>Kevin has a great deal of tenure in the industry and in working with public sector customers</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                            |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | David Rounds                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.2.2. Position/Title                             | Account Executive / Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas                                                                                                                                                                                                                                                                                                              |
| 1.2.3. Years of industry experience               | 17 years in industry, all with SHI                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2.4. Years in current position                  | 3+                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda</li> <li>David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers</li> <li>David is known for his responsiveness and positive attitude</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                    |

| Required Information                              | Offeror's Response                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1. Name                                       | Yara Ismail                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.2.2. Position/Title                             | Senior Inside Sales Manager, Public Sector                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.2.3. Years of industry experience               | 11 years in industry, with SHI this entire time                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.4. Years in current position                  | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.2.5. Proposed role relative to Offered services | <ul style="list-style-type: none"> <li>• Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country</li> <li>• All regional Public Sector Inside Sales Managers and their teams report up to Yara</li> <li>• Point of escalation for customers and Public Sector Directors to address urgent matters</li> <li>• Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers</li> </ul> |
|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

- 1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment.

#### SHI Response:

SHI is pleased to provide resumes for each of the Key Personnel referenced above.

As mentioned previously, SHI has Key Personnel across the country, and in many types of roles, who look forward to supporting the resultant contract. The resumes which follow represent just a sample of these Key Personnel, based upon SHI's past experience with the States that have participated actively under the current SVAR contract and/or have indicated their intent to participate in the next SVAR contract.

# Denise Verdicchio

908.884.1389  
denise\_verdicchio@SHI.com

202 Gregory Lane  
Branchburg, NJ 08876

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## Senior Sales Professional / Account Manager

*Offering 20 years of experience and achievement in the sale of IT software, hardware, and professional services to diverse business, healthcare, and government entities.*

- Top sales performer with remarkable talent for connecting with customers, influencing key decision makers, and matching buyer needs with the right products to ensure ongoing satisfaction and repeat business.
- Assertive and resolute in pursuing opportunities, closing deals, resolving issues, and collaborating with vendors and other partners on seamless, timely implementation of world-class solutions.
- Knowledgeable and articulate in interfacing with clients and in delivering high-impact presentations that drive audiences to desired action. Accustomed to communicating with CEOs, CIOs, CTOs and other senior staff.
- Inspirational, empowering leader able to guide sales teams to unprecedented results; exceptionally organized in multitasking, keeping accounts up to date, and giving proper attention to multiple, concurrent deals.
- Passionate, enthusiastic, and hardworking. Driven each day to advance company goals, grow market share, surpass revenue targets, and boost bottom line profits while consistently exceeding client expectations.
- 7-time President's Club recipient, 3-time Chairwoman's Club designation, and Bali Award winner.

## Career History

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### SHI INTERNATIONAL, Somerset, NJ, 1995 to Present

*In a series of increasingly responsible roles, develop new business, exceed sales targets, and provide outstanding service to customers of this \$6B global provider of innovative IT products and services.*

### Senior Director Public Sector, 7/1/2015-Present

SENIOR SALES EXECUTIVE WITH 20 YEAR ACCOMPLISHED CAREER KNOWN FOR DELIVERING AND SUSTAINING REVENUE AND PROFIT GAINS WITHIN HIGHLY COMPETITIVE MARKET. LEAD \$1.3B BUSINESS UNIT INCLUDING TEAM OF 6 REGIONAL DIRECTORS AND 100 ACCOUNT EXECUTIVES IN ALL ASPECTS OF SALES, SERVICE, BUSINESS DEVELOPMENT, ACCOUNT MANAGEMENT, SOLUTIONS IMPLEMENTATION, AND ISSUE RESOLUTION ACROSS NORTH AMERICA. COLLABORATIVE LEADERSHIP STYLE INCLUDING ONGOING PERSONALIZED COACHING TO OTHER TEAM MEMBERS, OPEN INFORMATION SHARING, AND NURTURING CULTURE RESULTING IN CREATIVE AND INNOVATIVE ENVIRONMENT. EXCEPTIONAL COMMUNICATOR WITH CONSULTATIVE SALES STYLE, STRONG NEGOTIATION SKILLS, EXCEPTIONAL, EXCEPTIONAL PROBLEM SOLVING ABILITIES, AND A KEEN CLIENT NEEDS ASSESSMENT APTITUDE.

- SKILLED IN SENIOR-LEVEL PRESENTATIONS, NEGOTIATIONS, AND RELATIONSHIP BUILDING
- MAINTAIN KNOWLEDGE AND EXPERTISE OF TECHNOLOGIES INCLUDING END USER COMPUTING, DATACENTER, AND SECURITY
- DEVELOP AND IMPLEMENT SHORT AND LONG TERM SALES AND BUSINESS PLANS
- PROVIDE LEADERSHIP AND INNOVATION IN KEY ACCOUNT DEVELOPMENT AND MANAGEMENT
- ACKNOWLEDGED FOR EXCEPTIONAL STAFF DEVELOPMENT, MOTIVATION, AND TEAM BUILDING

### **Director – East Region SLED, 8/2013 to 6/30/2015**

Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory, SHI's largest region representing over \$200M in annual revenue. Oversee daily operations in assisting customers with software and hardware procurement and implementation, system configuration, data center optimization, cloud computing, IT asset management, and various other computing solutions—ultimately helping clients maximize their IT investments and run successful businesses. Aggressively pursue new business through cold calling and other strategies. Travel extensively to client sites to provide in-person client support or drive new business opportunities. Partner with IT vendors and strategic partners on solutions implementation and in planning strategies to increase business.

- Excel in delivery of informative, insightful sales presentations to CEOs, CIOs, CTOs, CFOs, and other IT and procurement staff to update on current business and / or explain what SHI can do for them.
- Consistently demonstrate tremendous organization in keeping accounts current, overseeing all deals from 12 Account Executives, and responding to up to 400 customer emails daily.
- Motivate teams each day to work to their full potential. Provide ongoing coaching and support.
- Promoted to Director after highly successful tenure as Account Executive.

### **SHI INTERNATIONAL, Somerset, NJ**

#### **Account Executive – NJ State and Local Government, 2010 to Present**

Develop new business, service customer needs, and oversee daily account management for public sector clients in NJ State and Local Government. Interface daily with customers in providing information, resolving issues, communicating SHI offerings, and enabling them to secure quotes through their own procurement systems. Negotiate deals, support customer contracts, and deliver sales presentations. Onboard new vendors, enabling them to procure software on the NJ state contract. Collaborate with vendors on delivery of comprehensive IT solutions.

- Grew this new line of business from \$0 to \$40M in three years, establishing all new clients—including 19 NJ counties, more than 100 individual townships, and all state agencies.
- Delivered more than \$2M in cost savings to clients through successful price negotiations with vendors.
- Regularly exceed quarterly / annual sales targets.

### **SHI INTERNATIONAL, Somerset, NJ**

#### **Account Executive – North Carolina Commercial Accounts, 1998 to 2010**

Orchestrated customized, total IT solutions for Duke Energy (30K employees), SAS Institute, Wake Forest University, and other commercial accounts throughout North Carolina. Aggressively pursued and developed new business through cold calling, networking, and other forms of outreach.

- Fostered and fortified strong, mutually beneficial relationships with Microsoft, Adobe, Symantec, McAfee, HP, VMware, Amazon Web Service, EMC, Lenovo, and other strategic partners.
- Demonstrated tremendous energy and unyielding commitment to being in front of customers as often as possible to create and expand relationships.

~ Earlier SHI experience as **Human Resources Assistant** (1997 to 1998), hiring employees to all SHI divisions; and as **Inside Account Manager** (1995 to 1997), answering customer calls, quoting product, placing orders, and providing support to North Carolina accounts. ~

## **Education**

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### **Bachelor of Arts Degree in Psychology and Sociology**

RUTGERS COLLEGE, New Brunswick, NJ

*Double Major; Honor's Graduate*

### **Professional Development:**

Microsoft Sales Professional Certification • VMWare Sales Specialist • McAfee Certified Sales Professional

# Alison Turner

6535 102<sup>nd</sup> Place NE  
Kirkland, WA 98033

425-974-5997  
alison\_turner@shi.com

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*Sales Leadership • Collaboration • Customer Focus*

Technology sales leader with 20+ years of experience with Public Sector customers. Enjoy leading a team to establish long-term customer relationships and exceed customer expectations.

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## EMPLOYMENT OVERVIEW

### **Director West Region, State & Local Government and Education**      **September 2013-Present** **SHI, Seattle WA**

Manage a team of field-based Account Executives working with Public Sector accounts in SHI's West Region. Work closely with team, customers, and partners to craft and deliver custom IT solutions for all aspects of customers' environments, from software and hardware procurement to IT asset management and cloud computing. Coordinate resources within SHI and key partners to grow and maintain mutually beneficial customer relationships.

### **Senior Licensing Sales Specialist**      **October 2011 – September 2013** **Microsoft, Seattle WA**

Entrusted to drive complex software licensing solutions for key Academic customers in the Western U.S. to increase account penetration and exceed sales commitments in excess of \$90 million annually. Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts, and followed through with partners and customers to ensure successful implementation. Led special project on behalf of all Public Sector to close critical deals on time at end of each Half.

### **Senior Regional Sales Manager, Software, Major Public Accounts**      **November 2007 – October 2011** **Dell, Seattle WA**

Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts (state, local and education customers) across the country, representing over \$600 million annual revenue. Recruited, coached, evaluated, rewarded, and managed staff of up to 15 field Account Executives. Coordinated software proposals, including writing proposal content, which resulted in Dell statewide software contracts in 36 states and numerous additional purchasing agreements. Proactively aligned efforts with other departments within Dell, including core (hardware) sales teams, software inside sales teams, contracts, proposals, legal, finance, and marketing, as well as with external partners. Trusted advisor for state government and education IT and procurement initiatives. Exceeded revenue goals each year in the position.

### **Director, State & Local Government and Education**      **May 2007 – November 2007** **ASAP Software, Seattle WA**

And formerly

### **National Manager, State & Local Government and Education**      **April 2001 – May 2007** **ASAP Software, Seattle WA**

Responsible for segment of the company's business generating over \$100 million annual revenue. Developed and maintained strong key customer relationships, helped state and local government and education customers develop RFPs to determine suppliers, and acted as Project Manager for major software proposals, including writing the proposal content. Managed a team of up to 15 field sales professionals, successfully led this team through organizational change following the acquisition of ASAP Software by Dell, and maintained strong team loyalty and retention during this time. Also led efforts to acclimate customers to the changes following the acquisition and maintained strong customer loyalty and retention throughout changes in internal processes.

### **Senior Account Executive, State & Local Government and Education**      **September 1999 – March 2001** **ASAP Software, Seattle WA**

Field sales representative responsible for all state and local government and academic software sales in a 23-state region. Surpassed revenue goals in excess of \$25 million per year. Regularly met with key customers and prospects and developed long-standing relationships with lasting impact.

## Inside Sales Manager, State & Local Government and Education

**ASAP Software, Buffalo Grove IL**

**November 1997 – August 1999**

Managed a team of 13 Inside Account Managers. Instrumental in identifying, winning, implementing and supporting long-term statewide software contracts and other purchasing agreements. Developed and implemented operational processes to support customers' needs, and trained sales representatives and managers on these operations.

## Senior Inside Sales Representative

**ASAP Software, Buffalo Grove IL**

**August 1996 – October 1997**

And formerly

## Inside Sales Representative

**ASAP Software, Buffalo Grove IL**

**July 1994 – July 1996**

Responsible for all government sales (federal, state, local and academic) in a 4-state territory. Won, implemented and personally managed new software Volume Licensing Agreements for major customers including State of Illinois, State of Indiana, and Wright-Patterson Air Force Base.

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## EDUCATION AND CERTIFICATIONS

### Masters of Business Administration

**Marketing Concentration, Washington University, St. Louis MO**

Ranked in top 10% of class

May 1993

### Bachelor of Arts

**Marketing Major, Kansas State University, Manhattan KS**

Graduated Summa Cum Laude, GPA 3.98/4.0

May 1991

### Microsoft Certified Professional

June 2011



Volume Licensing Specialist, Large Organizations

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## RECOGNITION AND AWARDS

### SHI Chairman Club

Achieved Chairman Club Award, 2015.

### Microsoft Circle of Excellence

Recognized for pursuit of excellence with Microsoft's Gold Club Award 2013.

### Dell Rewards & Recognition Program

Q2 FY11 Silver Award recipient, for outstanding achievement which positively affects the Business Unit's Fiscal Year Initiatives.

### ASAP Software President's Club

Achieved President's Club Award, ASAP Software's highest sales recognition, in: 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006 and 2007.

**PROFESSIONAL EXPERIENCE****SHI International, Corp.****Denver, CO****2009 to Present**

## Public Sector Account Executive

2010 - Present

- Responsible for maintaining the WSCA SVAR Contract in Arizona and Nevada for State Local Government.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within the organization.
- Act as an advisor for customers to determine the best value for their needs.

## Services Executive, West Region

2009 - 2010

*SHI is a privately held reseller providing Software, Hardware and Integration to customers across the U.S., Asia-Pac, Western Europe, UK and Canada.*

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Responsible for supporting Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

**TEKsystems, Inc.****Westminster, CO****2004 to 2009**

## Senior Technical Recruiter

*TEKsystems is the largest staffing and services provider in the nation with over 90 offices across the U.S. and several offices in Canada and United Kingdom.*

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

## Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

**Natural Data****Denver, CO****2003 to 2004**

Account Manager/Recruiter

*Natural Data, Inc. is a staffing firm specializing in meeting the needs of small, medium and Fortune 1000 companies.*

**ConsultNet****Denver, CO****1999 to 2003**

Technical Recruiter Account Manager

*ConsultNet is an IT staffing company in the Denver area. The company has 5 locations in various states.*

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**EDUCATION & ACTIVITIES**

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**Community College of Denver****Denver, CO****1998**

**Affiliations** - Sponsor and member of Denver Java User Group, Boulder Java User Group

**Professional Development** - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

**VMware VSP (VMware Sales Professional) Certified****2009/2014****McAfee Sales Professional Certified****2010**

*Professional references provided upon request.*



# LYNN FARMER

7807 N. 4<sup>th</sup> Place • Phoenix, AZ 85020 • 602.692.6261 • LynnFarmerAZ@gmail.com

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## *Account Executive*

- Skilled at all levels of the Consultative/Solution Selling process; **strong** in building rapport and long-term relationships with customers.
- Experienced hunter with the **proven** ability to build/grow a territory, penetrate new customers and build market share. Track record of creating award-winning territories.
- Proven ability **cultivating** and maintaining long-term client relationships to grow revenue.
- Highly effective time manager with excellent organizational and **follow-through** abilities.
- Well-developed persuasive and communication skills; able to interact with individuals at all levels.

### Qualification Highlights

- Territory Management
- Consultative Solution Selling
- Account Management
- Experienced with Channel Partner
- Business Development
- Time & Resource Management

## PROFESSIONAL EXPERIENCE

### Account Executive

10/2011 – Present

SHI International ✧ Phoenix, AZ

*State, Local, and Education*

- Responsible for developing relationships with new and existing customers in State, Local, and Educational markets in Arizona, New Mexico and Wyoming. Primary responsibilities are selling Software and Hardware solutions. Working with C Level Management and Technology Directors.

### Senior Account Executive

11/2007 – 10/2011

Dell Inc. ✧ Phoenix, AZ

*State, Local and Education*

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, and Educational markets across Arizona, New Mexico, Nevada, and Colorado.

### Account Executive

8/2001 – 11/2007

ASAP Software ✧ Phoenix, AZ

*State, Local, Education and Healthcare*

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, Educational and Healthcare markets across Arizona, New Mexico, Nevada, Colorado and Utah.

### Account Executive

11/1999 – 7/2001

WareForce Inc. ✧ Phoenix, AZ

*State, Local, Education and Healthcare*

- **Recruited by customer.** Employer hired me to build and expand the Arizona market selling a broad portfolio of hardware and software products. Called on senior-level decision makers including CIO's, IT Directors, and IT Managers.

**Account Executive**  
**MicroAge ✧ Phoenix, AZ**

**1/1995 – 11/1999**

*State, Local, and Education*

- Cultivated and established long-term relationships with CIO's, IT Managers, and purchasing agents throughout the State of Arizona.
- Marketed and sold hardware and software products to government and education accounts.

**Account Executive**  
**Franklin Covey (formerly Time Systems, Inc.) ✧ Phoenix, AZ**

**5/1988 – 1/1995**

- Sold a wide variety of time management solutions to business accounts located in Arizona and California.

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## EDUCATION / TRAINING / CERTIFICATIONS

**Glendale Community College, Glendale, AZ**

~ AA Degree in Applied Science, Banking, and Finance ~

**Dale Carnegie Sales Training \* Certified Software Manager \* Microsoft Solution Selling \* Salesforce.com**

## Andrea K. Keno

 **4344 South Craftsman Court, Spokane, Washington 99223**   
**208.660.2715**  **akkeno@gmail.com**

*Solution Sales Specialist ▪ Account Executive ▪ Contract Manager ▪ Customer Relations Manager*

### QUALIFICATIONS PROFILE

Goal-driven, well-disciplined, and self-motivated professional with proven ability to effectively handle various tasks and responsibilities. Expert at managing and maintaining sales accounts, and multimillion-dollar contracts as well as providing exceptional customer service and public relations. Known for exceptional work ethic and great multitasking aptitudes; highly adept at working independently or as part of a team. Equipped with well-honed communication and interpersonal skills, with the ability to work with all levels of individuals.

### PROFESSIONAL EXPERIENCE

#### GOVERNMENT SOLUTION SALES ACCOUNT EXECUTIVE- (*Washington, Idaho, Montana, Alaska, and Hawaii*)

*SHI International Corp. • Spokane, WA*

*Nov 2013- Current*

- ◆ Representing one of the leading International Large Account Technology Resellers as the Regional Government Solution Sales Account Executive and Business Development Manager for over 250 customers across 5 states.
- ◆ Assist customers to meet their business strategies and government initiatives by assessing and adopting comprehensive technology solutions compiled from a variety of manufacturer partnerships and a managed portfolio of 200,000 vendors and integrators.
- ◆ Facilitate, negotiate, and manage multi-segmented statewide reseller contracts encompassing of hundreds of smaller underlying contracts for state and local entities, resulting in multimillion dollar business opportunities.

#### **Key Highlight:**

Prospecting to build new territories as well as expand opportunities within existing client database resulting in unprecedented growth numbers for the region.

#### MICROSOFT LICENSING SPECIALIST (*West Region*)

*Sogeti (Working as a Microsoft Contractor) • Spokane, WA*

*Nov 2012- June 2013*

- ◆ Drove new Microsoft business by negotiating and developing customized annuity plans and pricing proposals, as well as drafted and executed deal specific contract documents.
- ◆ Managed and grew existing Microsoft contracts within a client base consisting of cities, counties, municipalities, and public hospitals by collaborating with territory account managers, strategic engagement managers, and industry partners.

#### **Key Highlight:**

Microsoft Licensing Sales Specialist and primary contact responsible for providing subject matter expertise relative to program specific contract guidance, product education, and licensing consultation to clients, resellers, and sales teams.

#### SOFTWARE SALES ACCOUNT EXECUTIVE (*Washington, Idaho, Montana, North Dakota, South Dakota, Wyoming, and Nevada*)

*Dell Inc. • Spokane, WA*

*2007-2012*

- ◆ Rendered consultative assistance to new and existing public clients comprised of state departments, large counties, and higher education institutions as a computer software consultant and large account reseller (LAR) across 7 states and 350 to 400 customer accounts.
- ◆ Gained sales and marketing skills by actively engaging in promotional activities such as tradeshow and industry conventions; organizing and facilitating consumer seminars and presentations.

- ◆ Developed a wide-ranging cost analysis and sales proposals to share knowledge and provide recommendations to customers on software products and licensing programs appropriate to their specific needs and assist them with adoption, deployment, and application of software solutions.
- ◆ Established a reputation of integrity, knowledge, and accountability to attract and preserve loyal clients while acting as their software solutions provider with a portfolio of over 2000 software publishers
- ◆ Generated accurate sales forecasts on weekly, monthly, and quarterly basis, while also consistently finishing within the top percentile of quota achievement.

***Key Highlight:***

Received *Dell Bronze Award* for exceeding job requirements in 2011.

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## EDUCATION

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**BACHELOR OF ARTS IN PSYCHOLOGY, MINOR IN BUSINESS ADMINISTRATION: 2005**  
Western Washington University (WWU) • *Bellingham, WA*

Brandon Barkley  
2180 Tuscana Ave S  
Salem, OR 97306  
503.510.4813  
[brandon\\_barkley@shi.com](mailto:brandon_barkley@shi.com)

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Experienced technology sales professional with a long history of building relationships with and exceeding the expectations of both customers and partners alike.

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#### **PROFESSIONAL PROFILE:**

- Self-motivated, results-oriented professional with strong problem solving skills
  - Proven record of consistent success in exceeding sales targets
  - Experienced in cultivating strong relationships with clients, business partners, and team members
  - Strong interpersonal, leadership, and organizational skills
  - Excellent verbal and written communication skills
- 

#### **PROFESSIONAL EXPERIENCE:**

**Jan 2014 to Current**                      **SHI International Corp – Salem, OR**  
**Account Executive, Public Sector**

##### Responsibilities Include:

- Engaging with both existing and prospective customers to create and maintain a position as a trusted advisor and partner
- Providing consultation and guidance to customers regarding their IT needs and helping to design and procure solutions to fulfill them
- Developing valued relationships with publishers to become their trusted channel partners while also ensuring best value, pricing, and support for customers
- Building up SHI market share by championing the expertise, knowledge, and value-add that the company and account team provide over the competition
- Navigate internal departments and processes to ensure that customers receive best in class service
- Visiting with customers both over the phone and in the field to advocate SHI's commitment to their success and our partnership
- Continuously refreshing product and industry knowledge in order to best serve the customers' needs
- Understanding and managing volume licensing and accompanying agreements, particularly in relation to Microsoft, and being able to make the information more digestible for customers
- Working with partners and internal resources on the development of solutions to propose in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into viable customer solutions

**Feb 2013 to Dec 2013**                      **Dell - Buffalo Grove, IL**  
**Microsoft Licensing Specialist**

##### Responsibilities Include:

- Engaging closely with customers and Microsoft representatives to effectively and efficiently manage all aspects of 230+ Enterprise Agreements held with State and Local government customers within a geographic territory
- Managing all licensing and agreements in Microsoft Volume Licensing for several Federal government agencies
- Thorough understanding of Microsoft licensing and agreements in the public space with an ability to effectively relate the information to clients
- Develop and deliver training on Microsoft volume licensing to sales teams both on the floor and in scheduled presentations
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into a new and actionable EA opportunities
- Retaining existing customers and capturing new ones by building relationships and reputation within a geographic territory

- Received the highest possible performance review rating for a fifth straight year

**Apr 2006 to Feb 2013**

**Dell - Buffalo Grove, IL  
Inside Product Specialist**

Responsibilities Include:

- Attaining 125% of a \$37M sales goal through the business-to-Government and channel sales of software applications and services while increasing territory sales by 5.5% year over year
- Managing and maintaining over 300 Government Agencies within a geographic territory
- Thorough understanding of various publishers' products, licensing, and agreements in the public space with an ability to effectively relate the information to clients
- Working closely with customers and publisher representatives to effectively and efficiently manage all aspects of the customer's software environment
- Managing Client-Vendor relationships to increase client productivity and improve ROI
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Driving sales through the development of strong relationships with IT Staff and purchasers
- Managing the requirements to deliver overall solutions based on client specifications and software upgrade plans
- Expanding current business through relationship building and competitive positioning within the industry
- Received MPA Rep of the Year, West Coast, for FY11 and MPA Rep of the Half, West Coast, for H1FY12

#### **PROFESSIONAL EXPERIENCE:**

Responsibilities from jobs held between 1999 and 2006 provided for a solid foundation on which my career could be built by providing continued experience and development in leadership, customer relations, sales, time management, and organizational skills.

**Sep 2004 to Apr 2006**

**Fifth Third Bank - Barrington, IL  
Lead Teller**

**Mar 2001 to Oct 2004**

**Blockbuster Video - Barrington, IL  
Shift Leader**

**Feb 1999 to Feb 2002**

**Kerasotes Theatres - Lake in the Hills, IL  
Shift Leader**

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#### **EDUCATION:**

**Dec 2005**

**McHenry County College - Crystal Lake, IL  
A.A. in Arts, English**

# HEATHER FRITSCHÉ

60 Four T Ranch Road, Georgetown, TX 78633 ☎ (719) 645-9951 ✉ heather.fritsche@yahoo.com

## ACCOUNT EXECUTIVE

***Software Licensing Expert | Public Contracts Specialist | Certified Solution Sales Professional***

Seasoned account executive with proven track record for success in the public sector. Extensive expertise in client needs analysis with consultative approach to software, IT hardware and services sales. Confident presenter, negotiator, and educator able to establish strong relationships with customer and strategic partners as a trusted advisor. Microsoft Certified Professional. Available for travel. Core Competencies include:

- Business Development & Expansion
- Multi-contract management
- Sales Team Building & Leadership
- Key Account Relationship Management
- New Product Technology Launches
- Executive Negotiations & Presentations
- Develop Professional Alliances & Partnerships
- Positive Attitude & Personally motivated

## PROFESSIONAL EXPERIENCE

**SOLUTIONS ACCOUNT EXECUTIVE for PUBLIC SECTOR COLORADO | FEB 2015 – PRESENT | SHI INTL, DENVER, CO**

Trusted advisor to SHI Public Sector customers in Colorado on software products and volume licensing programs as well as hardware solutions and state contracts. Actively partner with manufacturers to support client needs and maintain product knowledge; focus on educating clients on the latest technologies to help them achieve project goals.

**INSIDE SALES MANAGER for SOFTWARE LICENSING SPECIALISTS | AUG 2012 – JAN 2015 | DELL, ROUND ROCK, TX**

Managed a team of Microsoft Software Licensing Specialists with customers in State and Local, Education, and Healthcare Life Sciences segments and then Technical Software Representatives supporting Enterprise customers. Worked with internal and external sales teams to creatively grow current or contracted business, strategically grow business with non-contracted customers, and proactively manage renewals. Partnered with Microsoft team & other publisher teams to promote key products and services to educate our internal teams on licensing options and our customers on new products. Maintained fluid contracts datasheet for public contracts held by Dell. Trained various teams on Microsoft programs, products licensing, state contracts, internal processes at both Dell & Microsoft. Most recent sales attainments: Q3FY14 119%, Q2FY14 116%

**SOFTWARE ACCOUNT EXECUTIVE for PUBLIC SECTOR | DEC 2006 – AUG 2012 | DELL, SAN DIEGO, CA**

Aggressively sought new opportunities to grow business by being a trusted advisor and partner to customers and publishers for \$90M territory. Successfully sold into state, local and education customers by being preferred reseller for third party software publishers like Microsoft, Adobe, VMWare, Symantec, and many others. Conducted face to face, consultative meetings to keep customer informed about software volume license programs and contracts, with a focus on helping customers implement cost effective and innovative IT solutions. Created numerous efficiencies to manage opportunities, sales objectives, and busy travel schedule through use of Salesforce.com, Outlook, OneNote, and other proprietary applications. Assembled and responded to RFP/Bids for new or renewal software business.



**GOVERNMENT INSIDE SALES SOFTWARE SPECIALIST | JUN 2002 – AUG 2005 | ASAP SOFTWARE, BUFFALO GROVE, IL**

Accomplished inside sales account manager for state, local, & education customers in a number of different states. High volume territories required extreme attention to detail, ability to multi task, organization, and independent decision making. Regularly increased sales in established territory year over year by building customer relationships, prospecting, and cross-selling complimentary solutions. Continually recognized by customers and publishers for outstanding customer service and knowledge of products/services. Daily use of MS Office, Lotus Notes, Saleslogix, internet, and reporting tools. Created curriculum & taught course for Effective Business Communication as ASAP University Instructor. Obtained industry specific certifications with Microsoft, Novell, CA and Adobe. Lead or was involved with independent projects: bids, product promotions, and customer call campaigns.

**AWARDS & RECOGNITION**

- “Software AE of the Half” H1 FY2012 (Feb 2011 – July 2011): Exceed sales goals by achieving 154% of revenue goal and 112% of margin goal which blended to a 138% quota attainment.
- Microsoft Public LAR Award for FY2013: Personally recognized by MS for exceeding goals and KPI’s for the year.

**PROFESSIONAL CERTIFICATIONS:**

- Microsoft Certified Professional (MCP) May 2012

# Dan Pressley

**Account Executive - SHI**

**Public Sector / Education / Government**



299 W. 1100 S. Lehi, UT 84043  
[edpressley@gmail.com](mailto:edpressley@gmail.com) - (801) 735-2055

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Dan Pressley is a full-time dedicated Account Rep for education in MT, ID, UT, and NV (as well as government for UT). He has been with SHI for over 4 years (2011-2015) supporting large and small education and government accounts (K12-High Ed, SLG). He is familiar with the particular needs of academic and government institutions, and understands how to effectively deliver their specific requirements. Dan has successful experience setting up and delivering statewide consortium licensing and is able to provide customer references accordingly. Dan has extensive experience successfully managing WSCA- NASPO business.

Prior to joining SHI in April 2011, Dan worked for other software publishers including Novell Inc. (2004-2008), Infor Global Solutions (2008-2010), and Access Technology Solutions (2010-2011) providing sales, customer service, and licensing support. Dan has an aggregate of 20 years of customer service experience, and 15 years of sales experience. Dan holds a bachelor's degree from Utah State University cum laude (graduated 2006). Dan resides in Lehi, Utah, with his wife and four daughters and is an avid outdoorsman.

## **Account Executive ~ Territory Management ~ Technology Sales**

8 time winner of Presidents Club / Circle of Excellence / Chairman's Club Award for quota retirement. Proactive, driven self-starter with demonstrated experience finding and closing key deals. Proven ability to cultivate and maintain successful relationships with decision makers. Resourceful team player collaboratively finds ways to overcome obstacles to make a deal. Expertise includes:

Account Management  
Customer Satisfaction  
Sales Cycle Management  
Contract Negotiation

Channel Partnership  
Forecast Accuracy  
Order Processing  
Prospecting

Negotiation/Objection Resolution  
Solution Sales Methodology  
Internal Application Competence  
Presentations

## **Professional Experience**

SHI (Software House International), Somerset NJ, [www.shi.com](http://www.shi.com)

**Account Executive, State/Local/Education** for software provider, 04/2011 to Present

- Managed 4 state territory, responsible for SLED with a multi-million dollar book of business. Uncovered and closed opportunities for software, hardware, and services by working with c-level management contacts and exclusively managing all deals through the entire sales cycle. Transformed the area by displacing competitors and consolidating virtually every possible account onto SHI. Cultivated an excellent reputation in the area and excellent critical mass of business volume by strategically differentiating in a highly competitive commodity sales environment.
  - o 100+% attainment 2011. Presidents Club qualifier. Added ~\$3.2M in net new business revenue and ~\$215K in net new GM.
  - o 100+% attainment 2012. Presidents Club qualifier. Added ~\$2.9M in net new business revenue and ~\$200K in net new GM.
  - o 100+% attainment 2013. Added ~\$2.8M in net new business revenue and ~\$160K in net new GM.

Access Technology Solutions., Provo, UT, [www.corporateaccesssts.com](http://www.corporateaccesssts.com)

**Account Executive, K12 and Higher Ed** for software provider, 06/2010 to 04/2011

- New business exclusively, sold into C-Level commercial SMB mid-market accounts

INFOR, INC., South Jordan, UT, [www.infor.com](http://www.infor.com)

**Direct Account Manager, Named Accounts** for software provider, 08/2008 to 06/2010

- Solely responsible for up-sell / cross-sell business among named accounts and former customers. Created business value by uncovering customer pains and proposing solutions to solve business problems. Quarter-backed RFP's, coordinated technical consultants, and performing detailed analysis for customers to provide technical / financial justification for acquisition spend.
  - o 117% attainment 2009 during industry downturn (Top 20 sales reps company-wide).

NOVELL, INC., Provo, UT, [www.novell.com](http://www.novell.com)

**Inside Sales Representative, Named Accounts** for software provider, 06/2004 to 06/2008

- Managed new business and renewal business for STLG accounts in 9 states often without outside field help. Responsible for account development, customer satisfaction, channel satisfaction, channel partnerships, and support relationships.
  - o 101% attainment 2008 (top 10% of sales organization). Presidents Club qualifier.
  - o 108% attainment 2009 (top 10% of sales organization). Presidents Club qualifier.
  - o 114% attainment 2010 (top 10% of sales organization). Presidents Club qualifier.
  - o 103% attainment 2011 (top 10% of sales organization). Presidents Club qualifier.

## Education

UTAH STATE UNIVERSITY, Logan, UT

**BS, Cum Laude in Business**, August 2006

- 3.5 Cumulative GPA
- Dean's List 4.0 GPA (2000, 2004)

## Professional Awards

- SHI Presidents Club 2011, 2012
- Infor Sales Rep of the Quarter 2010
- Novell Breakaway Award 2007, 2008
- Novell President's Club 2005, 2006, 2007, 2008
- Infor President's Club (COE) 2009
- Novell Employee of the Month 2006, 2007
- Novell RACE Award 2006

# DEBBIE BIEBER

5819 Chambertin Drive  
San Jose, CA 95118

Phone: 408-232-0855  
Fax: 408-232-0856  
E-Mail: debbie\_bieber@shi.com

## Experience

1995–Present                      SHI International Corp.                      Somerset, NJ

### **Account Executive**

- Responsible for developing and maintaining a government accounts in Northern California.
- Selling computer software, hardware, and related services.

1993–1995                      SHI International Corp.                      Somerset, NJ

### **Inside Sales Rep/Regional Office Manager**

- Provided sales support to the Hewlett Packard account.
- Managed same day delivery program of software and peripherals.
- Responsible for other inside sales reps and support personnel in the regional office.

1989–1993                      IBM Corporation                      San Jose, CA

### **Purchasing Expediter**

- Liaison between IBM and outside vendors for order status inquiries.
- Support work for buyers and requestors.

1986–1989                      IBM Corporation                      San Jose, CA

### **Stockroom Attendant**

- Responsible for maintaining stock of parts and assisting users.
- Administrative support and data entry.

## Education

1990–1993                      San Jose State University                      San Jose, CA

- M.S. Clinical Psychology.

1986-1990                      Santa Clara University                      Santa Clara, CA

- B.S. Psychology.

## Interests

Ballet, gardening, cooking.

# G U I L L E R M O O R T I Z

## PROFESSIONAL SUMMARY

Accomplished Technology sales professional with a proven track record of solving complex business problems, leading to successful stints in both inside and field based positions. History of positive collaboration with colleagues, partners, and clients.

## Experience

2009-present SHI International Corporation San Diego, CA

### Account Executive

SHI is a global provider of Information Technology product and services. Account Executives are charged with the growth and development of assigned territory through all forms of sales activity

- Manage major government entities in Southern California including Orange County, Los Angeles County and San Diego County
- Identify and Build relationships with all levels of customer personnel from purchaser to management/C level
- Engage with customers to uncover strategic business initiatives and collaborate with them to help achieve goals
- Develop business relationships by understanding customer challenges, recommending solutions and delivering on customer expectations.
- Manage licensing contracts, renewals, and overall business for 50+ buying customers

2005-2008 Softchoice Corporation Chicago, IL

### Inside Sales Account Manager

Softchoice is a provider of Information Technology product and services. Inside Account Managers are tasked with managing the day to day relationship with customer base.

- Manage daily responsibilities including generating proposals, answering customer questions, introducing solutions, and developing new business
- Work with Field based reps to propose appropriate solutions to meet customer needs
- Supported three field based reps
- Appointed Team Lead of Government inside sales team in 2007. Responsibilities included providing coaching to new team members, and management of forecasts/metrics in partnership with management

## Education

1998-2002 University of Iowa Iowa City, IA

- B.A. Economics
- Minors in Marketing and Sociology

## Relevant Skills

Contract Negotiation/ Account Management/ Relationship Based Selling/Account Development/Solution Selling

## **Martin Barrett**

202 Graham Street, Stratford, CT 06615 | [barrettsisus@yahoo.com](mailto:barrettsisus@yahoo.com) | 203-394-3264

|                                                      |                                      |                                  |
|------------------------------------------------------|--------------------------------------|----------------------------------|
| Key Account Development & Management                 | Strategic Sales & Territory Planning | Customer Development & Retention |
| Entrepreneur: Owner/Operator of BarrettFam Creations | Logistical Coordination & Control    | Contract Negotiation             |

### **History of Success - Work History:**

#### **SHI**

Somerset, NJ

**Dates:** 1/2015 – Present

**Position:** Account Executive

- Support and grow customer base within assigned territory
- Provide consultation to customers regarding their IT solution needs
- Work with state agencies in promoting SHI's NASPO state contract offering
- Manage Connecticut and Rhode Island state and local business
- Develop strategies to grow SHI's footprint by providing world class IT solutions
- Put in place PSR (Public Sector Roundtable) events bringing IT and law enforcement together

#### **GovConnection Inc**

Merrimack, NH

**Dates:** 7/2003 – 1/2015

**Position:** Senior Account Executive

- During my tenure of success I have achieved Presidential Club status, recognition for growth in under-performing accounts and growing key partners, consecutive Lenovo Legends awards, HPN Networking Award, Xerox Growth Cruise, and Sales MVP based on company set goals and standards.
- Business Development: Developed and implemented personal sales campaigns within territory in partnership with manufacturer reps and internal departments.
- In addition to personal production, assist as a mentor to new associates within sales and activation environment. Play a key role as a critical liaison for internal departments in the RFP/Contract preparation, equipment rollout, and all matters of credit and service issues within territory.

#### **TechDepot**

Trumbull, CT

**Dates:** 1/2003 – 6/2003

**Position:** Strategic Account Manager

- Charged with the responsibility of the management of the newly acquired Homeland Security account. Managed, developed, and cultivated 10M in combined government sales confirmed and projected.
- Developed a sought after prospecting plan based on "Income Producing Activities": call activity, sales data, client review and retention, and creating marketing promotions.
- Sales Management: Developed a strong leadership role with all freshman and sophomore sales reps. My daily consistent action as a Sales Mentor, they mirrored, and achieved their own results along with the company desired results.

**MicroWarehouse Inc**

Norwalk, CT

**Dates:** 8/1999 – 1/2003**Position:** Senior Account Manager

- Chosen to be the "Brand" at industry trade events, while managing and growing a voluminous book of business well over 4.5M+ in revenue.
- Sales Management: Personally responsible for the management and growth of a vast sales territory for company. Micro-Managed client relationships in the matters of credit and post-sales service to ensure customer retention and development.

**Konica Minolta**

Waterbury, CT

**Dates:** 5/1998 – 4/1999**Position:** Field Sales Representative

- Achieved a new product placement within one of Connecticut's largest transit authorities.
- Developed new ground that company was not previously engaged within.
- Established the first color peripheral placement within assigned territory.

**EDUCATION:**

Housatonic Community College – Business Associate Degree in Pursuit

Basho Strategies Sales Training 2008



# Kevin Farrell

[Kevin\\_Farrell@shi.com](mailto:Kevin_Farrell@shi.com); 512-739-5476

## **SHI: Account Executive & Sales Manager**

March 1999-present. Acted in Sales and Sales Management roles during 16 year history with SHI. Currently the Field Account Executive for State and Local Government and Education customers in North Dakota and South Dakota.

## **MicroWarehouse: Account Manager & Sales Manager**

July 1997-March 1999. Worked with State and Local Government and Education customers in various areas of the country, in both Sales and Sales Management positions.

## **Pitney-Bowes: Sales Representative**

January 1997-July 1997. Small Business door-to-door sales of mailing machines in CT.

## **Dell: Sales Representative**

January 1996-September 1996. Personal sales rep for four months, then SMB.

## **Kaplan: Instructor, Sales Manager**

January 1994-May 1997. Taught GMAT, SAT, GRE, and LSAT courses in Texas and CT. Co-Managed a call center for the Southwest region selling all Kaplan courses.

## **Education:**

University of Texas BA in English 1990, BS in Speech Communication 1993

## **Awards:**

Various awards and certifications from Microsoft, Adobe, McAfee, Symantec, Dell, HP, Kaplan, and a couple other manufacturers.

# David Rounds

## Account Executive/Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas

### Education:

- o Attended Middlesex Community College 93-95

### Skills:

- o Strong Software Volume Licensing Knowledge
- o Successful Experience with Public Sector RFP's, Contracts and Proposals
- o Account Management

### Certifications:

- o IBM Curam Solutions Sales Mastery
- o Microsoft Design & Providing Microsoft Volume Licensing to Large Organizations
- o Microsoft Designing, Assessing, and Optimizing Software Asset mgmt. (SAM)
- o HP ESSN
- o VMWare VSP
- o McAfee Sales Professional

### Experience:

- o SHI International Corp. 7/13/98 – Present (17+ years)
  - Order Entry for State of Texas Government and Academic accounts 7/13/98 – 7/21/99
  - Inside Sales for State of Texas Government and Academic accounts 7/22/99 – 10/26/99
  - Inside and Outside Sales Rep for Arkansas, Oklahoma, Kansas and New Mexico 10/27/99 – 4/27/00
  - Outside Sales Account Executive for Arkansas, Oklahoma, Kansas and New Mexico 4/27/00 – 12/31/2011
  - Account Executive/Regional Manager for Missouri, Oklahoma, Kansas and Arkansas (MOKA) 1/1/2012 to present.
  - 15 years field experience managing \$60M+ in IT spend on average. Adding and negotiating statewide contracts yearly. Currently managing a team of 4 Account Executives, 6 Inside reps and 2 sales support.

### Activities/Hobbies:

- o Golf, Motorcycles, biking, hiking, anything outdoors. Spending time with family.

**PROFESSIONAL PROFILE:**

A results oriented sales and operations management professional, with over 10 years of expertise in supporting customers and employees in the Information Technology industry. Qualifications include:

- |                             |                      |                       |
|-----------------------------|----------------------|-----------------------|
| ▪ Team Leadership           | ▪ Customer Service   | ▪ Solutions focused   |
| ▪ Training & Communications | ▪ Account Management | ▪ Account Management  |
| ▪ Management & Development  | ▪ Project Management | ▪ System enhancements |

**EXPERIENCE:****SHI International Corp. – Somerset, NJ****June 2004 – Present****Senior Inside Sales Manager – Public Sector (April 2009 – Present)**

- Management of SHI's growing Public Sector Inside Sales Division
- Setting new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers
- Responsible for the division of territories as needed to maintain inside support and coverage
- Point of escalation for customers and Public Sector Directors to address support issues
- Management of Internal projects and providing status and updates to completion
- Collaborate with internal teams to create new tools with added functionality for customers
- Meeting deadlines and consistently setting goals and expectations for Public Sector Inside Sales Division

**Inside Sales Manager/ GSA Administrator (October 2005 –April 2009)**

- Promoted to dual role - Inside Sales Manager & GSA Administrator
- Managed and trained six Public Sector Inside Sales Teams
- Maintained high morale among the team, by creating a healthy work environment and incentive programs
- Point of escalation for Customers and Account Executives to address support issues
- Managed and grew SHI's existing GSA Contract
- Created proposals and modifications to the SHI's GSA Schedule
- Passed annual GSA Audits for continued contract renewal
- Met and reviewed products with prospective vendors to consider for addition on SHI's GSA Schedule

**Inside Account Manager – Federal Accounts (June 2004 – October 2005)**

- Created quote proposals for Information Technology products & services
- Solicited business through follow up calls and competitive pricing
- Effectively communicated with customers, providing World Class Support
- Processed customer orders and provided consistent updates for status and tracking
- Escalated issues to management for assistance when required

**Ekornes, Inc. – Somerset, NJ****March 2001 – May 2004****Customer Service Representative & Lead Trainer**

- Managed a group of accounts, while providing clients with excellent service
- Completed order entry and provided customers with order status and tracking
- Ensured accuracy of shipped products and filed claims with insurance companies
- Promoted to Lead Trainer for Customer Service Representative (CSR's)
- Created training material and documentation for newly hired CSR's
- Assisted new CSR's with questions regarding Ekornes products and resources

**Madison Suites Hotel – Somerset, NJ****August 1997 – March 2001****Guest Service Agent & Front Office Manager**

- Responsible for guest check in and check out
- Maintained a cash drawer and completed reports, ensuring all transactions and cash payments received
- Interviewed and hired Guest Services Agents and Auditors
- Scheduled and supervised staff of 6 employees
- Managed and maintained long term guest accounts
- First point of contact for guest complaints and escalations
- Provided excellent service and ensured business guests rebooked for future stays

**EDUCATION:****Rutgers University, New Brunswick, NJ****September 1997 – May 2002***Bachelor of Arts in Political Science**Minor in Middle Eastern Studies**Professional and personal references available upon request*

- 1.3 Account Management Team— Provide a description of the responsibilities of the dedicated account management team(s) that would be assigned to each Participating State under resultant contract. Include a description of how the account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

#### SHI Response:

SHI supports each of our customers with a dedicated Account Team, whose members are dedicated to and specialize in supporting the unique needs of Public Sector customers. In general, the following provides an overview of the typical Account Team structure:

**Statewide Account Manager**—Senior level sales position that coordinates and executes the terms and conditions of SVAR contract with the State, Local, & Education Account Teams.

**Field Account Executives (AE)**—Direct sales related position with a goal of understanding their customers' vision and mission in order to address their specific needs. Responsibilities include establishing a customized service and support plan, resolving issues, and other topics critical to account development.

**Inside Account Executives (IAE)**—Provide specialized support for small and medium sized Local Government and K-12 customers throughout the State they support, ensuring that even customers who are smaller or geographically dispersed will receive the same outstanding, proactive level of service that larger or centrally located customers receive.

**Managers, Inside Sales Support**—Coordinate, maintain, and manage the activities of the Inside Account Managers.

**Inside Account Managers (IAM)**—Working in partnership with the Account Executives in the field, the IAMs maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. They execute the plan established by the Account Executives for a customer.

#### SHI's Account Team Approach

Putting the people in place to support the customer is not enough. SHI believes that the members of the Account Team must be empowered and have the autonomy to respond to all customer requests. We have ensured that all sales personnel have the training and resources they need to immediately provide the customer with accurate, up-to-date information. The Inside Account Managers have the autonomy to execute service issues such as expedites, returns and re-ships, invoices, and special price requests.

At SHI, our people remain our greatest asset. All members of the SHI Account Team are dedicated to providing high quality customer service and support. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best.

We are committed to providing:

- Accessible, courteous, responsive and seamless customer service
- Customer service goals that are measurable and evaluated; and
- Continuous development to meet our customers' changing needs

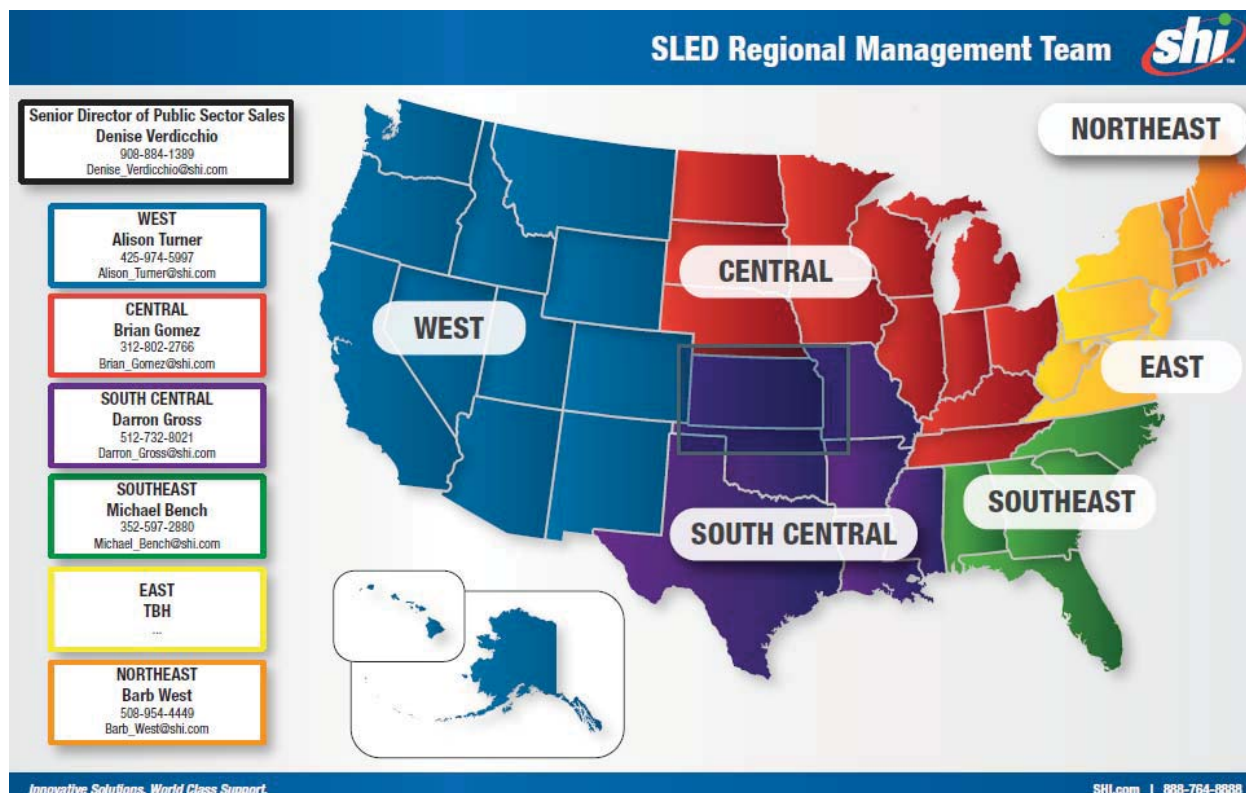
SHI has a long history of providing high quality service to our customers, as evidenced by our 99% customer retention rate. Furthermore, SHI has experienced tremendous growth over the years because of our dedication to our customers and the customized approach we take in supporting each of our customers.

### The Specific SHI Teams Supporting Each State

As mentioned above, SHI provides tremendous resources in support of our Public Sector customers across the US, very capable of supporting the unique needs of multiple Participating States at the same time. SHI has an extensive outbound sales force of more than 700 Account Executives who are located throughout the United States. These Account Executives focus on specific business segments, with Account Executives specific to supporting the unique needs of those customers in Public Sector:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

We have included maps of our various Public Sector regions to give you an idea of the locations and specializations of our Public Sector sales force across the country who will be supporting the new NASPO ValuePoint contract. The SHI Public Sector Regional Directors are shown below, followed by coverage maps for each Public Sector region.





## Public Sector, Government/Education West



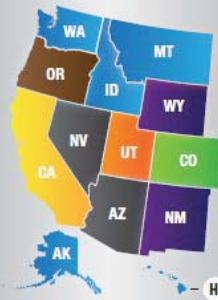
EDUCATION



- K12/HE Brandon Barkley
- HE E. Lupo/L. Olander
- K12 Rebecca Smith
- K12 Joni Lupo
- K12 Kristina Tiquet
- K12/HE TBH
- K12/HE Heather Fritsche
- K12/HE Dan Pressley
- K12/HE Lynn Farmer

GOVERNMENT

- State Julie Gabele
- Local (NorCal) Debbie Bieber
- Local (SoCal) Guillermo Ortiz
- S&L Andrea Kano
- S&L Dan Pressley
- S&L Heather Fritsche
- S&L Lynn Farmer
- S&L Brandon Barkley
- S&L Amelia Jakubczyk



HEALTHCARE



Healthcare Sean Whalen

**Alison Turner**

Regional Director, Public Sector  
425-974-5997  
Alison\_Turner@SHI.com

**Stephanie Kedziora**  
Public Sector Marketing Director  
732-868-8728  
Stephanie\_Kedziora@SHI.com

**Denise Verdicchio**  
Public Sector Senior Director  
908-884-1389  
Denise\_Verdicchio@SHI.com

**Debbie Bieber**  
Account Executive  
408-222-0800  
Debbie\_Bieber@SHI.com

**Brandon Barkley**  
Account Executive  
905-610-4815  
Brandon\_Barkley@SHI.com

**Lynn Farmer**  
Account Executive  
802-615-9600  
Lynn\_Farmer@SHI.com

**Heather Fritsche**  
Account Executive  
719-545-9601  
Heather\_Fritsche@SHI.com

**Julie Gabele**  
Account Executive  
916-704-6435  
Julie\_Gabele@SHI.com

**Amelia Jakubczyk**  
Account Executive  
303-723-5294  
Amelia\_Jakubczyk@SHI.com

**Andrea Kano**  
Account Executive  
435-457-2482  
Andrea\_Kano@SHI.com

**Erin Lupo**  
Account Executive  
312-545-3200  
Erin\_Lupo@SHI.com

**Joni Lupo**  
Account Executive  
312-545-3200  
Joni\_Lupo@SHI.com

**Guillermo Ortiz**  
Account Executive  
615-442-8100  
Guillermo\_Ortiz@SHI.com

**Lynnda Olander**  
Account Executive  
916-293-5493  
Lynnda\_Olander@SHI.com

**Dan Pressley**  
Account Executive  
801-250-9504  
Dan\_Pressley@SHI.com

**Rebecca Smith**  
Account Executive  
961-538-4382  
Rebecca\_Smith@SHI.com

**Kristina Tiquet**  
Account Executive  
916-282-4302  
Kristina\_Tiquet@SHI.com

**Sean Whalen**  
Account Executive  
875-262-8275  
Sean\_Whalen@SHI.com

## Public Sector, Government/Education Central



EDUCATION



- K12/HE Tom Wampler
- K12/HE Emilio Vargas
- HE Kevin Farrell
- K12/HE Michael Lamdagan
- K12/HE Tawnya Bonsante
- K12/HE Scot Special
- K12/HE Misty Harper
- K12/HE Joe Franzen

GOVERNMENT

- S&L Emilio Vargas
- S&L TBH
- S&L Andrew Baarson
- State Jenny Francis
- Local Greg Rohleder
- S&L Steve Burnside
- S&L Ron Nagel
- S&L Misty Harper
- S&L Joe Franzen
- S&L Kevin Farrell
- S&L Tom Wampler



HEALTHCARE



Healthcare Liz Etting

**Brian Gomez**

Regional Director, Public Sector  
312-802-2768  
Brian\_Gomez@SHI.com

**Stephanie Kedziora**  
Public Sector Marketing Director  
732-868-8728  
Stephanie\_Kedziora@SHI.com

**Jenny Francis**  
Regional Manager  
952-888-1212  
Jenny\_Francis@SHI.com

**Denise Verdicchio**

Public Sector Senior Director  
908-884-1389  
Denise\_Verdicchio@SHI.com

**Andrew Baarson**  
Account Executive  
313-660-0110  
Andrew\_Baarson@SHI.com

**Tawnya Bonsante**  
Account Executive  
615-425-1557  
Tawnya\_Bonsante@SHI.com

**Steve Burnside**  
Account Executive  
614-775-7191  
Steve\_Burnside@SHI.com

**Liz Etting**  
Account Executive  
313-454-1553  
Liz\_Etting@SHI.com

**Misty Harper**  
Account Executive  
615-775-6416  
Misty\_Harper@SHI.com

**Kevin Farrell**  
Account Executive  
888-399-6008  
Kevin\_Farrell@SHI.com

**Joe Franzen**  
Account Executive  
630-207-0240  
Joe\_Franzen@SHI.com

**Michael Lamdagan**  
Account Executive  
815-603-1104  
Michael\_Lamdagan@SHI.com

**Ron Nagel**  
Account Executive  
608-313-1901  
Ron\_Nagel@SHI.com

**Greg Rohleder**  
Account Executive  
615-453-0515  
Greg\_Rohleder@SHI.com

**Scot Special**  
Account Executive  
702-299-8075  
Scot\_Special@SHI.com

**Emilio Vargas**  
Account Executive  
313-466-5358  
Emilio\_Vargas@SHI.com

**Tom Wampler**  
Account Executive  
920-254-8964  
Tom\_Wampler@SHI.com

## Public Sector, Government/Education South Central

EDUCATION

**MOKA**

- HE** James Lynch
- K12** Ashley Myers
- K12/HE** Casey Dellapinger

**TEXAS**

- K12/HE** Patrick Powers
- K12/HE** Adrienne Pubytski
- K12** Lindsay Claussen
- K12/HE** Tracey Bieser
- K12** Tara Hayes
- K12/HE** Paul Thomas

**Darron Gross**  
SHI South Central Regional Director  
512-732-8021  
Darron\_Gross@SHI.com

**Stephanie Kedziora**  
Public Sector Marketing Director  
732-868-8728  
Stephanie\_Kedziora@SHI.com

**David Rounds**  
Regional Manager, MOKA  
512-392-4703  
David\_Rounds@SHI.com

**Denise Verdicchio**  
Public Sector Senior Director  
908-884-1389  
Denise\_Verdicchio@SHI.com

**John Haines**  
SLED Services  
512-917-8491  
John\_Haines@SHI.com

**Craig Bailey**  
Account Executive  
512-655-5199  
Craig\_Bailey@SHI.com

**Tracey Bieser**  
Account Executive  
896-271-1384  
Tracey\_Bieser@SHI.com

**Peggy Brooks**  
Sales Operations Manager  
512-582-6724  
Peggy\_Brooks@SHI.com

**Lindsay Claussen**  
Account Executive  
512-366-2928  
Lindsay\_Claussen@SHI.com

**Laurie Conrad**  
Account Executive  
225-752-8947  
Laurie\_Conrad@SHI.com

**Casey Dellapinger**  
Account Executive  
594-302-1651  
Casey\_Dellapinger@SHI.com

**Tara Hayes**  
Account Executive  
832-661-7910  
Tara\_Hayes@SHI.com

**Mike Jones**  
Account Executive  
512-818-5730  
Mike\_Jones@SHI.com

**Meghan Kepper**  
Account Executive  
225-278-2189  
Meghan\_Kepper@SHI.com

**James Lynch**  
Account Executive  
512-501-7675  
James\_Lynch@SHI.com

**Dave Morris**  
Account Executive  
512-655-8036  
Dave\_Morris@SHI.com

**Ashley Myers**  
Account Executive  
501-240-2984  
Ashley\_Myers@SHI.com

**Patrick Powers**  
Account Executive  
972-206-1080  
Patrick\_Powers@SHI.com

**Adrienne Pubytski**  
Account Executive  
512-634-8100  
Adrienne\_Pubytski@SHI.com

**Jon Sonnen**  
Account Executive  
512-424-4207  
Jon\_Sonnen@SHI.com

**Paul Thomas**  
Account Executive  
915-833-5186  
Paul\_Thomas@SHI.com

**MOKA**

- Local** Mike Jones
- S&L** David Rounds
- State** Laurie Conrad
- Local** Meghan Kepper

**TEXAS**

- State** Darron Gross
- State** Dave Morris
- Local** Jon Sonnen
- Local** Craig Bailey



GOVERNMENT

## Public Sector, Government/Education Southeast

EDUCATION

**K12** Willie Ivery

**HE** Orlanda Rose

**K12** Willie Ivery

**HE** Orlanda Rose

**K12/HE** Laura McAlister

**K12/HE** Christine Wilkerson

**K12/HE** Stephen Forsythe

**North** Tracey Megerle

**Central** Tracey Megerle

**South** Lorraine Kennedy

GOVERNMENT

**S&L** Tony Santini

**S&L** Trevor Golden

**S&L** Michael Bench

**State** Michael Bench

**State** Carly Higginbotham

**Local** Dean Blackmon

**Local**

- North** Tom Miner
- Central** TBH
- South** Tom Naelon



HEALTHCARE



Healthcare Kyle DeYoung

**Michael Bench**  
SHI South East Regional Director  
352-587-2280 (c) | 352-250-2101 (c)  
Michael\_Bench@SHI.com

**Stephanie Kedziora**  
Public Sector Marketing Director  
732-868-8728  
Stephanie\_Kedziora@SHI.com

**Denise Verdicchio**  
Public Sector Senior Director  
908-884-1389  
Denise\_Verdicchio@SHI.com

**Eric Goodman**  
Operations Manager  
732-488-8121  
Eric\_Goodman@SHI.com

**Dean Blackmon**  
Account Executive  
910-538-8804  
Dean\_Blackmon@SHI.com

**Kyle DeYoung**  
Account Executive  
480-878-5143  
Kyle\_DeYoung@SHI.com

**Stephen Forsythe**  
Account Executive  
850-426-7966  
Stephen\_Forsythe@SHI.com

**Trevor Golden**  
Account Executive  
404-580-2403  
Trevor\_Golden@SHI.com

**Carly Higginbotham**  
Account Executive  
919-219-7355  
Carly\_Higginbotham@SHI.com

**Willie Ivery**  
Account Executive  
404-729-0281  
Willie\_Ivery@SHI.com

**Lorraine Kennedy**  
Account Executive  
981-883-2344  
Lorraine\_Kennedy@SHI.com

**Laura McAlister**  
Account Executive  
815-473-5825  
Laura\_McAlister@SHI.com

**Tracey Megerle**  
Account Executive  
407-401-1273  
Tracey\_Megerle@SHI.com

**Tom Miner**  
Account Executive  
813-240-7024  
Tom\_Miner@SHI.com

**Tom Naelon**  
Account Executive  
305-971-5266  
Thomas\_Naelon@SHI.com

**Orlanda Rose**  
Account Executive  
770-306-1711  
Orlanda\_Rose@SHI.com

**Tony Santini**  
Account Executive  
727-434-4201  
Tony\_Santini@SHI.com

**Christine Wilkerson**  
Account Executive  
888-896-3242  
Christine\_Wilkerson@SHI.com



## Public Sector, Government/Education East



**EDUCATION**

- HE (Update) John Ackerson
- HE (City) Amanda Calimano
- K12 Gerald Bianco
- HE Daniel Guzman
- K12 Angela Mensch
- K12 Bryan Rosenthal
- HE Tim Martin
- K12/HE Matt Markle
- HE John Grady
- K12 (Southeast) Jennifer Downey
- K12 (West) TBH

**GOVERNMENT**

- S&L Dean Howell
- State TBH
- Local Gena Gentile
- State Emmy Okobi
- Local John Minnella
- State Matt Markle
- Local Mac Nachlas
- S&L Eric Schroeder

**HEALTHCARE**

Healthcare Brad Schael

|                                                                                                             |                                                                                                        |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Stephanie Kedziora</b><br>Public Sector Marketing Director<br>732-868-8728<br>Stephanie_Kedziora@SHI.com | <b>Denise Verdicchio</b><br>Public Sector Senior Director<br>908-884-1389<br>Denise_Verdicchio@SHI.com |
| <b>John Ackerson</b><br>Account Executive<br>732-868-8727<br>John_Ackerson@SHI.com                          | <b>Gerald Bianco</b><br>Account Executive<br>732-868-8824<br>Gerald_Bianco@SHI.com                     |
| <b>Amanda Calimano</b><br>Account Executive<br>732-868-8719<br>Amanda_Calimano@SHI.com                      | <b>Jennifer Downey</b><br>Account Executive<br>919-435-4834<br>Jennifer_Downey@SHI.com                 |
| <b>Gena Gentile</b><br>Account Executive<br>717-517-1313<br>Gena_Gentile@SHI.com                            | <b>John Grady</b><br>Account Executive<br>(717) 473-4340 (e)   717-268-2225 (f)<br>John_Grady@SHI.com  |
| <b>Daniel Guzman</b><br>Account Executive<br>707-632-1080<br>Daniel_Guzman@SHI.com                          | <b>Dean Howell</b><br>Account Executive<br>864-305-5479<br>Dean_Howell@SHI.com                         |
| <b>Matt Markle</b><br>Account Executive<br>717-528-8877<br>Matthew_Markle@SHI.com                           | <b>Tim Martin</b><br>Account Executive<br>732-868-8936<br>Tim_Martin@SHI.com                           |
| <b>Angela Mensch</b><br>Account Executive<br>732-868-8872<br>Angela_Mensch@SHI.com                          | <b>John Minnella</b><br>Account Executive<br>732-868-8130<br>John_Minnella@SHI.com                     |
| <b>Maurice (Mac) Nachlas</b><br>Account Executive<br>442-525-2053<br>Maurice_Nachlas@SHI.com                | <b>Emmy Okobi</b><br>Account Executive<br>890-793-0594<br>Emmy_Okobi@SHI.com                           |
| <b>Bryan Rosenthal</b><br>Account Executive<br>908-487-4091<br>Bryan_Rosenthal@SHI.com                      | <b>Brad Schael</b><br>Account Executive<br>(313) 335-8251<br>Brad_Schael@SHI.com                       |
| <b>Eric Schroeder</b><br>Account Executive<br>732-684-8217<br>Eric_Schroeder@SHI.com                        |                                                                                                        |

## Public Sector, Government/Education Northeast



**EDUCATION**

- HE MaryEllen Dube
- HE Barb West
- K12 MaryEllen Dube
- HE Barb West
- K12 Jeff Levin
- HE Barb West
- K12/HE Shantelle Wright
- HE Barb West
- HE Art Gordon
- K12 (Eastern) Michael Dempsey
- K12 (Western) Shantelle Wright

**GOVERNMENT**

- State Barb West
- S&L Nick Repp
- S&L Nick Repp
- State Amanda Spence
- Local Michael Dempsey
- S&L Martin Barrett

|                                                                                                             |                                                                                                        |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Barb West</b><br>SHI Northeast SLED Regional Director<br>508-954-4449<br>Barb_West@SHI.com               |                                                                                                        |
| <b>Stephanie Kedziora</b><br>Public Sector Marketing Director<br>732-868-8728<br>Stephanie_Kedziora@SHI.com | <b>Denise Verdicchio</b><br>Public Sector Senior Director<br>908-884-1389<br>Denise_Verdicchio@SHI.com |
| <b>Martin Barrett</b><br>Account Executive<br>732-688-4992<br>Martin_Barrett@SHI.com                        | <b>Michael Dempsey</b><br>Account Executive<br>732-564-8688<br>Michael_Dempsey@SHI.com                 |
| <b>MaryEllen Dube</b><br>Account Executive<br>207-619-3682<br>MaryEllen_Dube@SHI.com                        | <b>Art Gordon</b><br>Account Executive<br>978-922-1714<br>Art_Gordon@SHI.com                           |
| <b>Jeff Levin</b><br>Account Executive<br>860-872-5677<br>Jeff_Levin@SHI.com                                | <b>Nick Repp</b><br>Account Executive<br>603-573-6187<br>Nick_Repp@SHI.com                             |
| <b>Amanda Spence</b><br>Account Executive<br>732-537-7162<br>Amanda_Spence@SHI.com                          | <b>Shantelle Wright</b><br>Account Executive<br>203-212-7716<br>Shantelle_Wright@SHI.com               |

In addition to our field sales force, SHI has approximately 94 Inside Account Managers in our headquarters location who will work in tandem with our field sales force in support of this agreement. Like our field AEs, the IAMs also work only with Public Sector and are accustomed to supporting the NASPO ValuePoint SVAR contract. This team method of account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

As yet another approach to ensure we are proactively addressing the needs of Public Sector customers of all sizes, SHI also has an SM SLED division, based in our headquarters location, to support the NASPO ValuePoint contract. Currently a team of 132, this team focuses on supporting small and medium sized Local Government and K-12 customers across the country to ensure personalized attention regardless of the customer's size. This group will round off our support and ensure that all NASPO ValuePoint customers receive the proactive support and expertise needed to ensure a successful contract experience.

#### SM Sled Roster by State and Customers Served:

| State       | Territory        | IAE                  | IAE Manager      |
|-------------|------------------|----------------------|------------------|
| Alabama     | K-12             | Brendalynne Ferreras | Joseph Nyamwange |
| Alabama     | Local Government | Brendalynne Ferreras | Joseph Nyamwange |
| Alabama     | Local Government | Jim Grogan           | Joseph Nyamwange |
| Alabama     | Local Government | Chris Oliva          | Joseph Nyamwange |
| Alaska      | K-12             | Pete Garay           | Josh Reyes       |
| Alaska      | Local Government | Eric Stewart         | Josh Reyes       |
| Arizona     | Local Government | Patrick O'Brien      | Josh Reyes       |
| Arizona     | Local Government | Ricardo Robles       | Josh Reyes       |
| Arizona     | K-12             | Chris Asare          | Josh Reyes       |
| Arizona     | K-12             | Pete Garay           | Josh Reyes       |
| Arizona     | K-12             | Joe Burst            | Josh Reyes       |
| Arizona     | K-12             | Lindsey Ginsberg     | Josh Reyes       |
| Arkansas    | K-12             | Amy McGowan          | Jessica Crincoli |
| Arkansas    | Local Government | Devin Stone          | Jessica Crincoli |
| Arkansas    | Local Government | Jon Pino             | Jessica Crincoli |
| Arkansas    | Local Government | Jessica Vos          | Jessica Crincoli |
| Arkansas    | K-12             | Kristen Knobloch     | Jessica Crincoli |
| Arizona     | K-12             | Ryan Warwick         | Josh Reyes       |
| California  | K-12             | Nick Voelker         | Josh Reyes       |
| California  | K-12             | Chris Asare          | Josh Reyes       |
| California  | K-12             | Paul Marsicano       | Josh Reyes       |
| California  | K-12             | Chuck Singletary     | Josh Reyes       |
| California  | K-12             | Aline Martins        | Josh Reyes       |
| California  | Local Government | Samuel Urso          | Josh Reyes       |
| California  | Local Government | Paul Andrikanich     | Josh Reyes       |
| California  | Local Government | Julian Diaz          | Josh Reyes       |
| Colorado    | K-12             | Dylan Bamrick        | Josh Reyes       |
| Colorado    | Local Government | Ricardo Robles       | Josh Reyes       |
| Connecticut | Local Government | Kristen Goers        | Dan Sutton       |
| Connecticut | Local Government | Dan Biancaniello     | Dan Sutton       |
| Connecticut | K-12             | Bryan Amiano         | Dan Sutton       |
| Delaware    | K-12             | Mike Zmachinski      | Dan Sutton       |
| Alabama     | Local Government | Bryan Hunt           | Joseph Nyamwange |
| Florida     | Local Government | Tyler Osofsky        | Joseph Nyamwange |
| Florida     | K-12             | Katherine Fernandez  | Joseph Nyamwange |
| Florida     | K-12             | Chris Henry          | Joseph Nyamwange |
| Florida     | K-12             | Dipali Patel         | Joseph Nyamwange |

|               |                  |                     |                  |
|---------------|------------------|---------------------|------------------|
| Georgia       | Local Government | Pat Connolly        | Joseph Nyamwange |
| Georgia       | Local Government | Kyle Thomas         | Joseph Nyamwange |
| Georgia       | K-12             | Dominic Appiah      | Joseph Nyamwange |
| Hawaii        | Local Government | Eric Stewart        | Josh Reyes       |
| Idaho         | K-12             | Pete Garay          | Josh Reyes       |
| Idaho         | K-12             | Sierla Hubac        | Josh Reyes       |
| Idaho         | Local Government | Patrick O'Brien     | Josh Reyes       |
| Illinois      | K-12             | Stefanie Weg        | Chris Cashin     |
| Illinois      | K-12             | Connor Pollitt      | Chris Cashin     |
| Illinois      | K-12             | Shane Byron         | Chris Cashin     |
| Illinois      | K-12             | Symeja Seji         | Chris Cashin     |
| Illinois      | K-12             | Brianna Balestrieri | Chris Cashin     |
| Illinois      | Local Government | Mike Ryan           | Chris Cashin     |
| Illinois      | Local Government | Bill Scioscia       | Chris Cashin     |
| Indiana       | K-12             | Justin Yuka         | Chris Cashin     |
| Iowa          | K-12             | Brian White         | Chris Cashin     |
| Kansas        | K-12             | Amy McGowan         | Jessica Crincoli |
| Kansas        | K-12             | Marcus Parker       | Jessica Crincoli |
| Kansas        | K-12             | Bill Wood           | Jessica Crincoli |
| Kansas        | K-12             | Taylor Howes        | Jessica Crincoli |
| Kansas        | Local Government | Ashley Marfo        | Jessica Crincoli |
| Iowa          | Local Government | Laura Rista         | Chris Cashin     |
| Louisiana     | Local Government | Jon Pino            | Jessica Crincoli |
| Louisiana     | K-12             | Debbie Rezac        | Jessica Crincoli |
| Kentucky      | K-12             | Connor Pollitt      | Chris Cashin     |
| Kentucky      | K-12             | Liz Gallagher       | Chris Cashin     |
| Kentucky      | Local Government | Bill Scioscia       | Chris Cashin     |
| Louisiana     | K-12             | Vanessa Muniz       | Jessica Crincoli |
| Maine         | K-12             | Patricia Killeavy   | Dan Sutton       |
| Maine         | K-12             | Tim Snook           | Dan Sutton       |
| Maine         | Local Government | Dan Biancaniello    | Dan Sutton       |
| Maryland      | K-12             | Mike Zmachinski     | Dan Sutton       |
| Maryland      | Local Government | Edward Holmes       | Dan Sutton       |
| Maryland      | Local Government | Justin Johnson      | Dan Sutton       |
| Massachusetts | Local Government | Kristen Goers       | Dan Sutton       |
| Massachusetts | Local Government | Tylere Daniel       | Dan Sutton       |
| Massachusetts | K-12             | Bryan Amiano        | Dan Sutton       |
| Massachusetts | K-12             | Tim Snook           | Dan Sutton       |
| Massachusetts | K-12             | Kara Flanders       | Dan Sutton       |
| Michigan      | K-12             | Christine Devlin    | Chris Cashin     |
| Michigan      | Local Government | Angad Singh         | Chris Cashin     |
| Minnesota     | Local Government | Bill Scioscia       | Chris Cashin     |
| Minnesota     | K-12             | Victoria Pelosi     | Chris Cashin     |
| Minnesota     | K-12             | Stephanie Hawley    | Chris Cashin     |
| Mississippi   | Local Government | Jon Pino            | Jessica Crincoli |

|                |                  |                      |                  |
|----------------|------------------|----------------------|------------------|
| Mississippi    | K-12             | Vanessa Muniz        | Jessica Crincoli |
| Mississippi    | K-12             | Debbie Rezac         | Jessica Crincoli |
| Missouri       | K-12             | Marcus Parker        | Jessica Crincoli |
| Missouri       | K-12             | Kelsey Valenti       | Jessica Crincoli |
| Missouri       | K-12             | Bill Wood            | Jessica Crincoli |
| Missouri       | K-12             | Taylor Howes         | Jessica Crincoli |
| Missouri       | Local Government | Devin Stone          | Jessica Crincoli |
| Missouri       | Local Government | Jon Pino             | Jessica Crincoli |
| Montana        | K-12             | Dylan Bamrick        | Josh Reyes       |
| Montana        | K-12             | Genevieve Kobus      | Josh Reyes       |
| Montana        | Local Government | Patrick O'Brien      | Josh Reyes       |
| Nebraska       | K-12             | Brian White          | Chris Cashin     |
| Nevada         | K-12             | Joe Burst            | Josh Reyes       |
| Nevada         | Local Government | Priscilla Fowler     | Josh Reyes       |
| New Hampshire  | K-12             | Tim Snook            | Dan Sutton       |
| New Hampshire  | K-12             | Patricia Killeavy    | Dan Sutton       |
| New Hampshire  | Local Government | Dan Biancaniello     | Dan Sutton       |
| New Hampshire  | Local Government | Kristen Goers        | Dan Sutton       |
| New Jersey     | Local Government | Gabriella Viola      | Dan Sutton       |
| New Jersey     | Local Government | Kevin VanBuskirk     | Dan Sutton       |
| New Jersey     | K-12             | Sean MacLeary        | Dan Sutton       |
| New Jersey     | K-12             | Ryan Kachel          | Dan Sutton       |
| New Jersey     | K-12             | Peter Corsi          | Dan Sutton       |
| New Jersey     | K-12             | Sara Burrows         | Dan Sutton       |
| New Mexico     | Local Government | Priscilla Fowler     | Josh Reyes       |
| New Mexico     | K-12             | Joe Burst            | Josh Reyes       |
| New York       | K-12             | Patrick Goldsmith    | Dan Sutton       |
| New York       | K-12             | Brittany Kranpost    | Dan Sutton       |
| New York       | K-12             | Natalie Nicosia      | Dan Sutton       |
| New York       | K-12             | Sara Burrows         | Dan Sutton       |
| New York       | Local Government | Jared Kohutanycz     | Dan Sutton       |
| New York       | Local Government | Jason Rieg           | Dan Sutton       |
| Georgia        | K-12             | Dipali Patel         | Joseph Nyamwange |
| North Carolina | Local Government | Lou Malvasi          | Joseph Nyamwange |
| North Carolina | Local Government | Kevin Mariano        | Joseph Nyamwange |
| North Carolina | Local Government | Dominic Denaro       | Joseph Nyamwange |
| North Carolina | Local Government | Katie Jones          | Joseph Nyamwange |
| North Carolina | K-12             | Valentina Trajkovska | Joseph Nyamwange |
| North Carolina | K-12             | Desiree Kersulic     | Joseph Nyamwange |
| Nebraska       | Local Government | Laura Rista          | Chris Cashin     |
| North Dakota   | K-12             | Brian White          | Chris Cashin     |
| North Dakota   | K-12             | Sean Birch           | Chris Cashin     |
| North Dakota   | Local Government | Laura Rista          | Chris Cashin     |
| Ohio           | Local Government | Kenji Horton         | Chris Cashin     |
| Ohio           | Local Government | Pat Swinarski        | Chris Cashin     |

|                |                  |                   |                  |
|----------------|------------------|-------------------|------------------|
| Ohio           | K-12             | Chris Imperiale   | Chris Cashin     |
| Ohio           | K-12             | Liz Gallagher     | Chris Cashin     |
| Ohio           | K-12             | Albert Eserjose   | Chris Cashin     |
| Ohio           | K-12             | Nicole DAndrea    | Chris Cashin     |
| Missouri       | Local Government | Jessica Vos       | Jessica Crincoli |
| Oklahoma       | K-12             | Kelsey Valenti    | Jessica Crincoli |
| Oklahoma       | K-12             | Amy McGowan       | Jessica Crincoli |
| Oklahoma       | K-12             | Marcus Parker     | Jessica Crincoli |
| Oklahoma       | K-12             | Taylor Howes      | Jessica Crincoli |
| Oklahoma       | Local Government | Bryan Leoni       | Jessica Crincoli |
| Oklahoma       | Local Government | Sean Walker       | Jessica Crincoli |
| Oklahoma       | Local Government | Ashley Marfo      | Jessica Crincoli |
| New Mexico     | K-12             | Ryan Warwick      | Josh Reyes       |
| Oregon         | Local Government | Eric Stewart      | Josh Reyes       |
| Oregon         | K-12             | Pete Garay        | Josh Reyes       |
| Pennsylvania   | Local Government | Edward Holmes     | Dan Sutton       |
| Pennsylvania   | Local Government | Jared Kohutanycz  | Dan Sutton       |
| Pennsylvania   | K-12             | Suzy Oganessian   | Dan Sutton       |
| Pennsylvania   | K-12             | Josh Katz         | Dan Sutton       |
| Rhode Island   | Local Government | Kristen Goers     | Dan Sutton       |
| Rhode Island   | Local Government | Dan Biancaniello  | Dan Sutton       |
| Rhode Island   | K-12             | Bryan Amiano      | Dan Sutton       |
| North Carolina | K-12             | Alexis Keresztes  | Joseph Nyamwange |
| South Carolina | K-12             | Desiree Kersulic  | Joseph Nyamwange |
| South Carolina | K-12             | Alexis Keresztes  | Joseph Nyamwange |
| South Carolina | Local Government | Dominic Denaro    | Joseph Nyamwange |
| South Carolina | Local Government | Katie Jones       | Joseph Nyamwange |
| South Dakota   | K-12             | Brian White       | Chris Cashin     |
| South Dakota   | K-12             | Sean Birch        | Chris Cashin     |
| South Dakota   | Local Government | Laura Rista       | Chris Cashin     |
| Tennessee      | Local Government | Chelsea Davis     | Chris Cashin     |
| Tennessee      | K-12             | Justin Yuka       | Chris Cashin     |
| Texas          | Local Government | Andrew Baicher    | Jessica Crincoli |
| Texas          | Local Government | Sean Walker       | Jessica Crincoli |
| Texas          | Local Government | Bryan Leoni       | Jessica Crincoli |
| Texas          | Local Government | Christian Niemann | Jessica Crincoli |
| Texas          | K-12             | Nick Loughlin     | Jessica Crincoli |
| Texas          | K-12             | Alan Frost        | Jessica Crincoli |
| Texas          | K-12             | Phil Nowakowski   | Jessica Crincoli |
| Texas          | K-12             | Jim Fuhrman       | Jessica Crincoli |
| Texas          | K-12             | Courtney Ritter   | Jessica Crincoli |
| Texas          | K-12             | Will Fleming      | Jessica Crincoli |
| Oregon         | K-12             | Sierla Hubac      | Josh Reyes       |
| Utah           | Local Government | Patrick O'Brien   | Josh Reyes       |
| Utah           | Local Government | Priscilla Fowler  | Josh Reyes       |

|               |                  |                   |              |
|---------------|------------------|-------------------|--------------|
| Utah          | K-12             | Joe Burst         | Josh Reyes   |
| Vermont       | K-12             | Patricia Killeavy | Dan Sutton   |
| Vermont       | K-12             | Tim Snook         | Dan Sutton   |
| Vermont       | Local Government | Dan Biancaniello  | Dan Sutton   |
| Pennsylvania  | K-12             | Natalie Nicosia   | Dan Sutton   |
| Pennsylvania  | K-12             | Tori Huber        | Dan Sutton   |
| Virginia      | K-12             | Ashley DeLia      | Dan Sutton   |
| Virginia      | K-12             | Tom Monks         | Dan Sutton   |
| Virginia      | Local Government | Dianna Lee        | Dan Sutton   |
| Virginia      | Local Government | Tom Monks         | Dan Sutton   |
| Utah          | K-12             | Ryan Warwick      | Josh Reyes   |
| Washington    | Local Government | Eric Stewart      | Josh Reyes   |
| Washington    | K-12             | Pete Garay        | Josh Reyes   |
| West Virginia | K-12             | Ashley DeLia      | Dan Sutton   |
| West Virginia | Local Government | Dianna Lee        | Dan Sutton   |
| Wisconsin     | Local Government | Ryan Baicher      | Chris Cashin |
| Wisconsin     | K-12             | Stefanie Weg      | Chris Cashin |
| Wisconsin     | K-12             | Victoria Pelosi   | Chris Cashin |
| Washington    | K-12             | Sierla Hubac      | Josh Reyes   |
| Wyoming       | K-12             | Dylan Bamrick     | Josh Reyes   |
| Wyoming       | K-12             | Genevieve Kobus   | Josh Reyes   |
| Wyoming       | Local Government | Patrick O'Brien   | Josh Reyes   |

In addition, SHI has a Software & Licensing Department and an Advanced Solutions Department whose members are dedicated to supporting specific manufacturers and/or manufacturer product lines. Many of these representatives are manufacturer sponsored and have completed the required manufacturer certifications to provide pre-sales support. With 300 product specialists, pre-sales support engineers, licensing representatives, and technicians, SHI is absolutely ready and excited to support the product requirements for NASPO ValuePoint SVAR contract users. With just a single call to your Account Executive, you will be put in touch with the correct representative for your needs.

- 1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.
  - 1.4.1 Name of individual or company;
  - 1.4.2. Proposed work to be performed;
  - 1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;
  - 1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

#### SHI Response:

At this time, SHI has not identified specific subcontractors to engage. Should the need arise base on a customer's requirements and the scope of services, SHI will engage with the subcontractor who fits the customer's requirements. We understand the use of a subcontractor is subject to the customer's approval.



1.5 Consultants – Provide the following information for items 1.5.1 through 1.5.3, for all non-employee consultants that assisted in the development of the Offeror's response to this solicitation.

1.5.1 Name of individual or company;

1.5.2 Work performed regarding the Offeror's response;

1.5.3 Resume which contains education / credentials / certifications / previous and current employment.

#### **SHI Response:**

No consultants assisted in the development of SHI's proposal.

## **2. Company's Experience**

Describe the Offeror's experience and expertise providing the following services:

2.1 Account Management (assume 'accounts' as equivalent to a state contract, and to to a using municipality).

#### **SHI Response:**

As described within our response to section 1.3 above, SHI provides each customer with a dedicated Account Team. The members of the teams are focused on specific verticals within public sector (i.e. state government, local government, and education). These teams bring expertise in IT solutions and tremendous experience with public sector contracts to each Participating State. This means that SHI is able to deliver the following benefits to all NASPO ValuePoint customers:

- A keen understanding of the unique challenges government and education customers face.
- Best practices around software licensing for individual customers, as well as licensing programs that recognize cumulative spend per State or under the agreement as a whole.
- Specialized customer service for small, medium, and large organizations throughout the Participating States.

Regardless of the customer type or the size of the organization, SHI understands that in order to bring the right solution to a customer, we need to first understand that customer's vision. Once we understand their goals, our pre-sales licensing and technical support staff help design a strategy that is suitable to the customer's current environment, while ensuring it will scale to meet their future needs. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring those products using the most advantageous pricing programs and at the most aggressive possible cost. We then follow through with deployment services and support to ensure that the solution the customer procured is working as expected.





In short, SHI's Public Sector Account Teams offer the experience and the expertise to help NASPO ValuePoint customers to address, acquire, and adopt the software products and solutions needed to further their organizations' missions.

## 2.2. License Management.

### SHI Response:

When it comes to implementing and managing software licensing solutions, nobody does it better than SHI. Our software procurement consulting services and Polaris asset management make it easy for our customers to select and manage the license programs that are right for them.

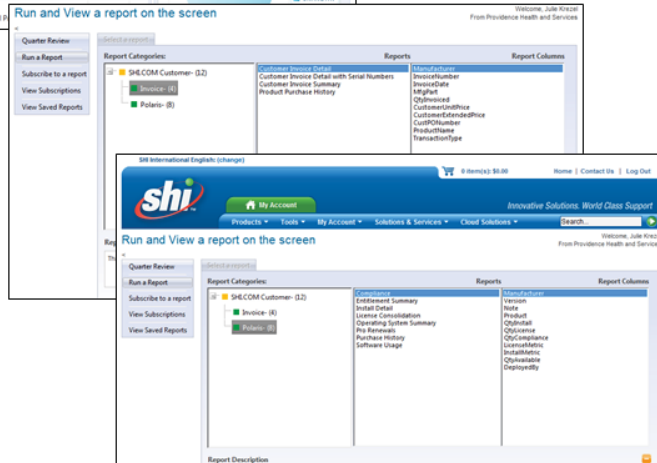
**SHI Licensing Team:** SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

**License Management System:** Utilizing SHI's License Management System (LMS), we track key contract dates and terms and conditions, including pricing level and milestone requirements. Linked to SHI's order entry and reporting system, LMS provides the checks and balances to ensure your transactions are processed and reported against the correct agreement numbers and discount levels. Furthermore, SHI provides advanced notification for contract milestones and renewals.

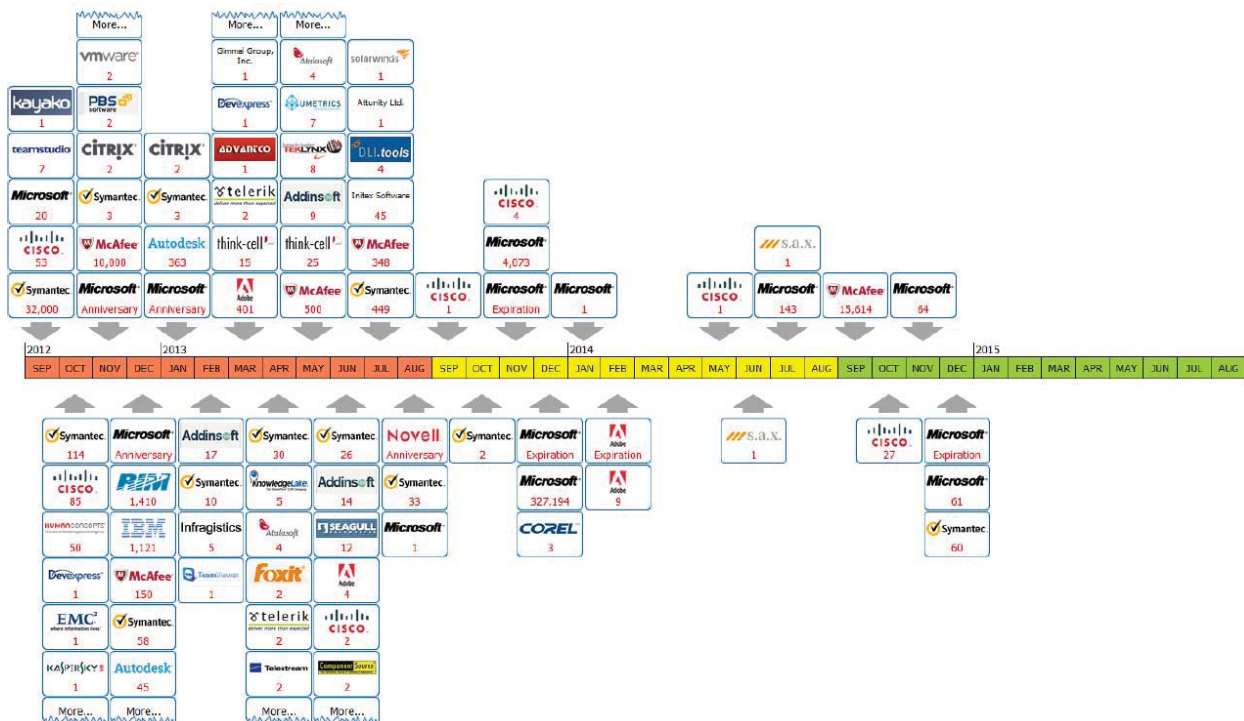
**Reporting:** SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these reports online at SHI.COM or to request reports through their SHI Account Team.



- Quarterly Overview provides top products or top manufacturer view
- Select to run a report immediately or set up a report subscription
- Select the report
- Enter report parameters



SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge to our customers, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



SHI was founded in 1989 as a software reseller. We have been supporting our customers' software and licensing needs for 26 years. We have seen many changes in the industry and we remain nimble in our support structure to ensure we can meet the changing needs of the customers, as well as the software publishers with whom we partner. SHI is the industry leader; no other software reseller provides as effective and efficient support around software license agreements.

## 2.3 Training

### SHI Response:

SHI understands the importance of providing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.
- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

### Initial and Ongoing Communication Plan

**Contract Announcement**—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce the availability of the contract and include information and instructions for obtaining pricing and placing orders. The announcement will be similar to the following and will be customized to include contact information, based on the customer entity.

## Did you hear the news?

*NASPO ValuePoint has awarded SHI with a  
contract for Software & Services*

Public agencies across The United States can now take advantage of our exclusive discounts with a variety of software publishers and IT service providers. Protect your money, time and data with our state-of-the-art bundled solutions. Below are our top software partners, with many hundreds more to choose from.



**Many Powerful Solutions. One Innovative Solutions Provider.**

Contact your SHI Account Team for more information on NASPO ValuePoint or to request a quote:

Account Executive

Email: [XXX@shi.com](mailto:XXX@shi.com) | Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp.

[www.publicsector.shidirect.com](http://www.publicsector.shidirect.com) | 888-744-4084



**Online Contract Information**—SHI will post informational documents on the SHI.COM home pages for Participating States. The documents will include general information about the NASPO ValuePoint SVAR Contract, as well as specific information regarding any relevant details of the contract—including how to make purchases and where to obtain support.

**Newsletter**— SHI creates a number of very informative newsletters that we send to our customers each month. They contain information regarding important contract dates, product releases or changes, Q&A, upcoming events, etc. Thousands of customers across the country currently receive this newsletter from us. We will be pleased to make these communications available to all interested SVAR contract users.

**SHI Blogs**— Featuring proprietary information and original content, the SHI Blog helps IT and Procurement professionals cut through IT's marketing fluff to validate how technology is evaluated, selected, deployed and maintained in real-world scenarios. The SHI Blog is authored by SHI subject matter experts who directly support and answer the questions of SHI's 18,000+ corporate, academic and government clients around the globe. Because SHI does not – and will not – accept any funding for content appearing in The SHI Blog, we retain complete editorial control. Feel free to subscribe to and read our most current blogs here: <http://blog.shi.com/>



The screenshot displays the SHI Blog homepage. At the top left is the SHI logo with the text "The SHI Blog". To the right is a graphic of four stylized people icons in green, blue, teal, and red. Below this is a dark navigation bar with white text links: HOME, HARDWARE, SOFTWARE, SERVICES, SOLUTIONS, MOBILITY, CLOUD, and NEWS. The main content area is titled "SOFTWARE" in blue. The featured article is "Paid for, but not used: Why you're probably not using some software entitlements" by Adrian Sferle, dated November 12. It includes a photo of hands typing on a keyboard with digital overlays. The article text discusses software licensing entitlements. Below the article are social media share buttons for Facebook (6 likes), LinkedIn (245 shares), and Twitter (46 retweets), along with tags: IT asset management, ITAM, Software licensing. The sidebar on the right contains a "Popular Posts" section with links to articles about Office 365 licensing, Microsoft Enterprise Cloud Suite, Windows 10 upgrade offer, Windows 10 volume licensing, and Adobe Creative Cloud. Below this is a "Subscribe" form with the text "Enter your email address". Further down is a "Socialize With Us" section with links to LinkedIn, YouTube, Facebook, and Twitter. At the bottom of the sidebar is a "Meet the Bloggers" section with the same four stylized people icons.

**sh**  
The SHI Blog

HOME HARDWARE SOFTWARE SERVICES SOLUTIONS MOBILITY CLOUD NEWS

**SOFTWARE**

**Paid for, but not used: Why you're probably not using some software entitlements**  
November 12 | Adrian Sferle

Many organizations struggle to keep up with more than just the owned versus deployed positions of their software licensing; additional entitlements, such as software maintenance, are often purchased with the license, but go overlooked and unused. These additional entitlements, the terms of which differ from publisher to publisher, are typically valid for a fixed timeframe, and organizations often fail to act on them within that period. ([more...](#))

Like 6 | Share 245 | 46

Tags: IT asset management, ITAM, Software licensing

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**Meet the Bloggers**

**Marketing Pieces**—SHI creates hundreds of marketing pieces for our major manufacturer partners. These are made available to customers through a number of avenues – in-person meetings, trade shows, email delivery, mail-outs, etc. The marketing pieces will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to a contract, such as NASPO ValuePoint.

In addition to training on how to best use the product, SHI also makes software product training available to our customers. With regard to product training, SHI partners with companies that specialize in application training. SHI will work with each Participating State to develop a complete offer that meets their needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

- **Classroom Style Training**—off-site from the customer. This is designed to meet the customer's needs when only a small number of representatives need to receive the training.
- **On-site Training**—a good option for those applications that are used by a large number of users.
- **Computer-based Training**—including training books and educational CDs.

## 2.4 Software Advisement

### SHI Response:

SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

We provide dedicated staff for all of our major partners – **including each of the SVAR Key Itemized publishers**, and many more, including but not limited to the following:

| Software Publisher | Authorization & Support                                  |
|--------------------|----------------------------------------------------------|
| <b>Adobe</b>       | Authorized Licensing Center (ranked #2)                  |
|                    | Platinum Partner                                         |
|                    | 7 Dedicated Sales & Licensing Specialists                |
|                    | 1 Team Manager                                           |
| <b>ArcServe</b>    | Large Account Reseller (ranked #3)                       |
|                    | 1 Sales & Licensing Specialist                           |
| <b>Attachmate</b>  | National Reseller (ranked #1)                            |
|                    | 1 Dedicated Sales & Licensing Specialist                 |
| <b>Autodesk</b>    | Volume Channel Partner - 2014 Volume Partner of the Year |
|                    | 1 Dedicated Sales & Licensing Specialist                 |
| <b>Barracuda</b>   | Diamond Level Partner                                    |
|                    | 1 Security Sales & Licensing Specialist                  |

|                    |                                                                                                                                                                   |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BMC</b>         | Premier Partner<br>1 Sales & Licensing Specialist                                                                                                                 |
| <b>Box</b>         | Platinum Partner (ranked #1)<br>1 Sales & Licensing Specialist                                                                                                    |
| <b>Check Point</b> | Two Star Elite Partner<br>1 Security Sales & Licensing Specialist                                                                                                 |
| <b>Citrix</b>      | Citrix Enterprise Licensing Partner (ranked #3)<br>LAR of the Year -2014<br>2 Dedicated Sales & Licensing Specialist (NJ & TX)<br>1 Technical Resource - Mobility |
| <b>Commvault</b>   | Platinum Velocity Partner (ranked #3)<br>1 Dedicated Sales & Licensing Specialist<br>1 Technical Resource —ESG                                                    |
| <b>CA</b>          | LAR-Platinum Partner (ranked #3)<br>Partner of the Year - 2014<br>1 Sales & Licensing Specialist                                                                  |
| <b>Corel</b>       | Platinum Partner (ranked #1)<br>2 Emerging Partner Specialists                                                                                                    |
| <b>ESET</b>        | DMR Partner (ranked #2)<br>1 Sales & Licensing Specialist                                                                                                         |
| <b>Google</b>      | Premiere Partner<br>1 Dedicated Sales & Licensing Specialist                                                                                                      |
| <b>IBM</b>         | Premier Business Partner (ranked #2)<br>2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager<br>6 Operations Support                          |
| <b>Kaspersky</b>   | Platinum Partner (ranked #2)                                                                                                                                      |



|                                |                                                                                                                                                                                                                                                        |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | National Partner of the Year 2014<br>1 Security Software & Licensing Specialist                                                                                                                                                                        |
| <b>LANDesk</b>                 | National Sales Partner - Premier (ranked #3)<br>Americas NSP Partner of the Year - 2013<br>2 Emerging Partner Specialists                                                                                                                              |
| <b>McAfee (Intel Security)</b> | Authorized Reseller (ranked #1)<br>Corporate Reseller of the Year - 2014<br>1 Dedicated Sales & Licensing Specialist<br>1 Business Development Manager<br>1 Technical Resource - ESG                                                                   |
| <b>Microsoft</b>               | LSP & EDA (ranked #1)<br>Gold Competency<br>Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions<br>12 time winner of MLGP Operational Excellence<br>Several Technical Resources - ESG |
| <b>LogRhythm</b>               | Partner<br>1 Sales & Licensing Specialist                                                                                                                                                                                                              |
| <b>Net IQ</b>                  | Authorized Reseller (ranked #1)<br>1 Dedicated Sales & Licensing Specialist                                                                                                                                                                            |
| <b>Novell</b>                  | National Partner (ranked #1)<br>1 Dedicated Sales & Licensing Specialists                                                                                                                                                                              |
| <b>Nuance</b>                  | Managed Partner (ranked #2)<br>2 Emerging Partner Specialists                                                                                                                                                                                          |
| <b>Open Text</b>               | Corporate Reseller Partner (ranked #1)<br>2 Emerging Partner Specialists                                                                                                                                                                               |

|                             |                                                                                                                                                                                                                             |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Oracle</b>               | <p>Oracle Global Platinum Partner</p> <p>1 Sales &amp; Licensing Specialist</p> <p>2 SW Technical Sales Representatives</p> <p>1 HW Technical Sales Representative</p>                                                      |
| <b>Proofpoint</b>           | <p>Platinum Partner (ranked #3)</p> <p>1 Sales &amp; Licensing Specialist</p>                                                                                                                                               |
| <b>RedHat</b>               | <p>Red Hat Ready Partner (Ranked #1)</p> <p>High Volume Partner of the Year - 2013</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p>                                                                                  |
| <b>RSA</b>                  | <p>Signature Level Partner (ranked #3)</p> <p>1 Security Sales &amp; Licensing Specialist</p>                                                                                                                               |
| <b>SAP/Business Objects</b> | <p>Silver Partner</p> <p>1 Sales &amp; Licensing Specialist</p>                                                                                                                                                             |
| <b>SolarWinds</b>           | <p>Partner</p> <p>1 Sales &amp; Licensing Specialist</p>                                                                                                                                                                    |
| <b>Sophos</b>               | <p>Platinum Partner (ranked #1)</p> <p>Sophos Partner of the Year - (2011 - 2014)</p> <p>1 Dedicated Sales &amp; Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales &amp; Licensing Specialist</p> |
| <b>Symantec</b>             | <p>Platinum Partner</p> <p>1 Team Manager</p> <p>7 Dedicated Sales &amp; Licensing Specialists, 1 Operations Specialist</p> <p>2 Technical Sales Support</p> <p>2 Business Development Managers</p>                         |
| <b>Tenable</b>              | <p>Tier 1 Platinum Partner (Ranked #1)</p> <p>1 Security Sales &amp; Licensing Specialist</p>                                                                                                                               |

|                    |                                                                                                          |
|--------------------|----------------------------------------------------------------------------------------------------------|
| <b>Trend Micro</b> | National Channel Partner (Ranked #2)<br>1 Security Sales & Licensing Specialist                          |
| <b>Veeam</b>       | Platinum Pro Partner (ranked #3)<br>1 Sales & Licensing Specialist                                       |
| <b>VMWare</b>      | Corporate Reseller<br>1 Dedicated Sales & Licensing Specialist<br>1 Presales Storage Solutions Architect |
| <b>WebSense</b>    | Platinum DMR<br>1 Dedicated Sales Specialist                                                             |

**Enhanced Support for Other Itemized Publishers, and Many More**—SHI has a diverse partner ecosystem, supporting over 15,000 unique publishers today. The following logos illustrate only a handful of the fully managed or emerging partners within SHI's partner network. SHI has invested substantially in both Pre and Post Sales resources to better service its customers and their long term needs as they Address, Acquire, and Adopt their software solutions.

*"Top Emerging Partners"*

*...with thousands of other technology solutions sold*



**SHI Response:**

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. In addition, we would like to highlight a few additional services which our customers find especially valuable.

To understand the types of value-added services that SHI offers, it is helpful to envision our Address, Acquire, Adopt model, which is built around the visions of our customers (see graphic below). We understand that in order to fulfill their missions, customers need to move through each phase of the process and to receive the support they need at each stage along the way. Following are some examples of the services (both free and fee-based) that SHI offers at each stage:

- **Strategy:** To assist in developing a strategy, SHI offers our customers strategic planning services and access to the technology roadmaps they need to plan for the future.
- **Solution Design:** SHI's in-house Solutions team offers a variety of assessments to help customers understand their baseline, as well as proof of concepts for technology advancements.
- **Product Selection:** This phase is about so much more than selecting the right product. SHI also helps with identifying the best buying program and procurement timing, as well as software volume license agreement implementation and administration.
- **Transaction:** SHI is well-known for our flexibility and efficiency in conducting transactions for our customers. We offer customized quoting, invoicing, financing, and e-Commerce options to simplify the buying process for our customers.
- **Deployment:** Beyond just delivering the software, SHI welcomes the opportunity to assist our customers with project management and implementation services.
- **Support:** SHI conducts regular reviews with our customers to ensure that their technology is working as expected in their environment. We also provide reporting and licensing position statements, and we proactively assist with future budgeting and renewal management.



At the core of our Address, Acquire, Adopt methodology is SHI's ability to listen to our customers' needs and to propose solutions that address those needs, and help customers achieve their vision. The value-added services that we offer take on many forms, and they continue to evolve along with our customers' changing needs. SHI delivers services through our own resources, as well as through our extensive partner network.

Under the current NASPO ValuePoint SVAR contract, SHI's Account Executives work closely with their customers to understand their vision and to ensure that we are providing the right mix of products, services, and solutions for their organization. We are committed to continuing to partner with our customers in this way throughout the term of the new contract. We provide additional detail around our value-added services within the Methodology attachment of this proposal (Attachment B) as well.

### **3. Clients**

#### **3.1 Provide information on Offeror's current government client list.**

#### **SHI Response:**

SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients we work with is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.

Here are a few statistics which demonstrate our enthusiasm for and commitment to this customer segment:

- SHI's Public Sector sales overall 2014 revenue was \$1.3B, representing over 24% growth from 2013.
- SHI has 88 Field Account Executives supporting State & Local Government and Education customers throughout the U.S.
- SHI's Small-Medium SLED team, based in our New Jersey office, supports our smaller and remote customers with additional 132 Inside Account Executives helping K-12 schools and local government agencies.
- SHI has 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

With regard to the current NASPO ValuePoint SVAR contract in particular, SHI is proud to hold Participating Addenda in each of the following states:



| State | Customer                                | Contract Name                                     | Manufacturers                                                                                                     |
|-------|-----------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| AK    | State of Alaska                         | NASPO ValuePoint - Computer Equipment (EMC)       | EMC                                                                                                               |
| AK    | State of Alaska                         | NASPO ValuePoint - Computer Equipment (HP)        | HP                                                                                                                |
| AK    | State of Alaska                         | NASPO ValuePoint - Computer Equipment (Microsoft) | Microsoft                                                                                                         |
| AK    | State of Alaska                         | NASPO ValuePoint - DataComm (F5)                  | F5 Networks                                                                                                       |
| AK    | State of Alaska                         | NASPO ValuePoint - Software VAR                   | All manufacturers                                                                                                 |
| AL    | Alabama Joint Purchasing Program (ALJP) | ALJP Adobe                                        | Adobe                                                                                                             |
| AL    | Alabama Joint Purchasing Program (ALJP) | ALJP Lenovo                                       | Lenovo                                                                                                            |
| AL    | Alabama Joint Purchasing Program (ALJP) | ALJP Microsoft                                    | Microsoft                                                                                                         |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Adobe                                                                                                             |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | McAfee                                                                                                            |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | VMware                                                                                                            |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Symantec                                                                                                          |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Microsoft                                                                                                         |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Nuance                                                                                                            |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Microsoft                                                                                                         |
| AL    | State of Alabama                        | Software, Personal Computer Contract              | Attachmate                                                                                                        |
| AR    | State of Arkansas                       | APC Network Infrastructure Solutions              | APC                                                                                                               |
| AR    | State of Arkansas                       | NASPO ValuePoint - Computer Equipment (HP)        | HP                                                                                                                |
| AR    | State of Arkansas                       | NASPO ValuePoint - Computer Equipment (NetApp)    | NetApp                                                                                                            |
| AR    | State of Arkansas                       | NASPO ValuePoint - Software VAR                   | All manufacturers EXCEPT Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro |
| AR    | State of Arkansas                       | State - Software LAR                              | Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro                                           |
| AR    | State of Arkansas                       | Wide Area Networking (WAN)                        | Cisco                                                                                                             |
| AZ    | State of Arizona                        | NASPO ValuePoint - Computer Equipment (EMC)       | EMC                                                                                                               |
| AZ    | State of Arizona                        | NASPO ValuePoint - Computer Equipment (HP)        | HP                                                                                                                |
| AZ    | State of Arizona                        | NASPO ValuePoint - Software VAR                   | All manufacturers                                                                                                 |
| CA    | County of Santa Clara                   | County of Santa Clara COTS                        | All manufacturers                                                                                                 |
| CA    | County of Santa Clara                   | County of Santa Clara Peripherals                 | All manufacturers                                                                                                 |
| CA    | State of California                     | DGS Target Based De-Duplication                   | NetApp                                                                                                            |
| CA    | State of California                     | NASPO ValuePoint - Computer Equipment (HP)        | HP                                                                                                                |
| CA    | State of California                     | NASPO ValuePoint - Software VAR                   | All manufacturers                                                                                                 |
| CA    | State Compensation Insurance Fund       | SCIF Dell Hardware and Peripherals                | Dell                                                                                                              |
| CA    | State of California                     | SLP - Adobe                                       | Adobe                                                                                                             |
| CA    | State of California                     | SLP - Attachmate                                  | Attachmate                                                                                                        |
| CA    | State of California                     | SLP - CommVault                                   | CommVault                                                                                                         |
| CA    | State of California                     | SLP - Microsoft Academic Select                   | Microsoft                                                                                                         |
| CA    | State of California                     | SLP - Microsoft Government Select                 | Microsoft                                                                                                         |



|    |                                       |                                                      |                                   |
|----|---------------------------------------|------------------------------------------------------|-----------------------------------|
| CA | State of California                   | SLP - Novell                                         | Novell                            |
| CA | State of California                   | SLP - Symantec                                       | Symantec                          |
| CA | State of California                   | SLP - Trend Micro                                    | Trend Micro                       |
| CA | State of California                   | SLP - VMware                                         | VMware                            |
| CO | State of Colorado                     | NASPO ValuePoint - Computer Equipment (HP)           | HP                                |
| CO | State of Colorado                     | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| CO | State of Colorado                     | NCPA - Dell                                          | Dell                              |
| CT | State of Connecticut                  | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| CT | Town of Bloomfield, CT                | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| DE | State of Delaware                     | NASPO ValuePoint - Computer Equipment (HP)           | HP                                |
| DE | State of Delaware                     | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| FL | State of Florida                      | Commercial Off-the-Shelf (COTS) Software             | All manufacturers                 |
| FL | State of Florida                      | Microsoft License, Maintenance & Services            | Microsoft                         |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (EMC)          | EMC                               |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (HP)           | HP                                |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (Lenovo)       | Lenovo                            |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (Microsoft)    | Microsoft                         |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (NetApp)       | NetApp                            |
| FL | State of Florida                      | NASPO ValuePoint - Computer Equipment (Pure Storage) | Pure Storage                      |
| FL | State of Florida                      | NASPO ValuePoint - DataComm (Brocade)                | Brocade                           |
| FL | State of Florida                      | NASPO ValuePoint - DataComm (Cisco)                  | Cisco                             |
| FL | State of Florida                      | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| GA | Georgia Board of Regents              | GA BOR VMware                                        | VMware                            |
| GA | State of Georgia                      | Networking Equipment & IT Infrastructure Products    | Aerohive                          |
| GA | State of Georgia                      | Networking Equipment & IT Infrastructure Products    | Meru                              |
| GA | State of Georgia                      | PC Hardware, Related Equipment and Services          | HP                                |
| GA | State of Georgia                      | Software and Services                                | All manufacturers                 |
| HI | State of Hawaii                       | NASPO ValuePoint - Computer Equipment (Microsoft)    | Microsoft                         |
| HI | State of Hawaii                       | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| IA | State of Iowa                         | NASPO ValuePoint - DataComm (F5)                     | F5 Networks                       |
| ID | State of Idaho                        | NASPO ValuePoint - Computer Equipment (Microsoft)    | Microsoft                         |
| ID | State of Idaho                        | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| IL | State of Illinois                     | Adobe Products Statewide Master                      | Adobe                             |
| IN | Big Ten Purchasing Consortium (CICPC) | EndPoint Security Software                           | Symantec                          |
| KS | State of Kansas                       | Cloud Msg & Collaboration                            | Microsoft                         |
| KS | State of Kansas                       | IT Security Products & Services                      | CheckPoint, McAfee, Symantec, RSA |
| KS | State of Kansas                       | NASPO ValuePoint - Computer Equipment (Lenovo)       | Lenovo                            |
| KS | State of Kansas                       | NASPO ValuePoint - Computer Equipment (Microsoft)    | Microsoft                         |
| KS | State of Kansas                       | NASPO ValuePoint - Software VAR                      | All manufacturers                 |
| KY | Commonwealth of                       | Enterprise IT Software Reseller                      | All manufacturers                 |

|    |                        |                                                       |                                                                                                                                                                                                                                                  |
|----|------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Kentucky               |                                                       |                                                                                                                                                                                                                                                  |
| KY | State of Kentucky      | KETS Instructional Device (Microsoft)                 | Microsoft                                                                                                                                                                                                                                        |
| KY | State of Kentucky      | NASPO ValuePoint - Computer Equipment (HP)            | HP                                                                                                                                                                                                                                               |
| KY | State of Kentucky      | NASPO ValuePoint - Computer Equipment (Microsoft)     | Microsoft                                                                                                                                                                                                                                        |
| KY | State of Kentucky      | NASPO ValuePoint - DataComm (Cisco)                   | Cisco                                                                                                                                                                                                                                            |
| LA | State of Louisiana     | NASPO ValuePoint - Computer Equipment (Pure Storage)  | Pure Storage                                                                                                                                                                                                                                     |
| LA | State of Louisiana     | Tripp Lite Computer Peripherals                       | Tripp Lite                                                                                                                                                                                                                                       |
| MA | State of Massachusetts | ITC47 - Hardware and Services                         | Acer, Samsung, Dell, HP, Lenovo, Cisco, EMC, IBM, NetApp                                                                                                                                                                                         |
| MA | State of Massachusetts | ITS58 Software Reseller                               | All manufacturers EXCEPT Microsoft                                                                                                                                                                                                               |
| MD | State of Maryland      | Commercial Off the Shelf Software (COTS 2012)         | See list of manufacturers at website                                                                                                                                                                                                             |
| MD | State of Maryland      | Consulting and Technical Services+ (CATS+)            | All manufacturers                                                                                                                                                                                                                                |
| MD | State of Maryland      | Desktop, Laptop and Tablet                            | Dell, Lenovo, HP, Fujitsu, Panasonic, Apple, Belkin, CODi, Ergotron, Kingston, Plantronics, Premier Mounts, C2G, NEC, Planar Systems, Sharp, Viewsonic, Microsoft                                                                                |
| MD | State of Maryland      | Hardware 2012                                         | See list of manufacturers at website                                                                                                                                                                                                             |
| MD | State of Maryland      | Microsoft Software & Services Large Account Reseller  | Microsoft                                                                                                                                                                                                                                        |
| MD | Maryland Judiciary     | MJUD COTS Software Master                             | All manufacturers except Microsoft and Novell                                                                                                                                                                                                    |
| MD | Maryland Judiciary     | MJUD Hardware and Associated Equipment and Services   | All manufacturers                                                                                                                                                                                                                                |
| ME | State of Maine         | NASPO ValuePoint - Computer Equipment (HP)            | HP                                                                                                                                                                                                                                               |
| ME | State of Maine         | NASPO ValuePoint - Software VAR                       | All manufacturers                                                                                                                                                                                                                                |
| MI | State of Michigan      | NASPO ValuePoint - DataComm (Cisco)                   | Cisco                                                                                                                                                                                                                                            |
| MN | State of Minnesota     | Computers: Enterprise Hardware, Software and Services | See price lists attached                                                                                                                                                                                                                         |
| MO | State of Missouri      | NASPO ValuePoint - Computer Equipment (NetApp)        | NetApp                                                                                                                                                                                                                                           |
| MO | State of Missouri      | NASPO ValuePoint - DataComm (Cisco)                   | Cisco                                                                                                                                                                                                                                            |
| MO | State of Missouri      | NASPO ValuePoint - Software VAR                       | All manufacturers                                                                                                                                                                                                                                |
| MS | State of Mississippi   | IT Hardware EPL                                       | Acer, Aerohive, Alcatel-Lucent, Aruba Networks, BenQ, Boxlight, Brother, Chief, Eiki International, EMC, Fujitsu, Howard, HP, Juniper, Lenovo, NEC, Nimble, Oki Data, Panasonic, Ricoh, Samsung, Sharp, Tegile, Tripp Lite, Unitrends, Viewsonic |
| MS | State of Mississippi   | Software EPL                                          | Adobe CLP/TLP, Attachmate, Autodesk, Citrix, Corel, CA, EMC, IBM Passport Agreement, McAfee, Novell, Open Text, Quest, SAP, Sophos, Symantec, Trend Micro, VMware                                                                                |
| MS | State of Mississippi   | State of Mississippi Microsoft Contract               | Microsoft                                                                                                                                                                                                                                        |
| MT | State of Montana       | NASPO ValuePoint - Computer Equipment (HP)            | HP                                                                                                                                                                                                                                               |
| MT | State of Montana       | NASPO ValuePoint - Computer Equipment (Microsoft)     | Microsoft                                                                                                                                                                                                                                        |

|          |                                                    |                                                         |                                                                                                                                                                  |
|----------|----------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MT       | State of Montana                                   | NASPO ValuePoint - DataComm (Dell)                      | Dell                                                                                                                                                             |
| MT       | State of Montana                                   | NASPO ValuePoint - DataComm (EMC)                       | EMC                                                                                                                                                              |
| MT       | State of Montana                                   | NASPO ValuePoint - DataComm (F5)                        | F5 Networks                                                                                                                                                      |
| MT       | State of Montana                                   | NASPO ValuePoint - Software VAR                         | All manufacturers                                                                                                                                                |
| MT       | State of Montana                                   | NCPA - Dell                                             | Dell                                                                                                                                                             |
| National | National                                           | Buyboard                                                | All manufacturers                                                                                                                                                |
| National | National                                           | E&I Cooperative                                         | All manufacturers                                                                                                                                                |
| National | National                                           | MHEC - VMware                                           | VMware                                                                                                                                                           |
| National | National                                           | NCPA - Lenovo                                           | Lenovo                                                                                                                                                           |
| National | National                                           | PACE                                                    | All manufacturers                                                                                                                                                |
| National | National                                           | PEPPM 2015 (Alcatel Lucent)                             | Alcatel Lucent                                                                                                                                                   |
| National | National                                           | PEPPM 2015 (Lexmark)                                    | Lexmark                                                                                                                                                          |
| National | National                                           | PEPPM 2015 (Panasonic)                                  | Panasonic                                                                                                                                                        |
|          |                                                    |                                                         | Axiom, Chief, Da-Lite, Dell, Higher Ground, HP Printers, HP Computers, HP Servers, Lifesize, Microsoft Surface, RedHat, Samsung                                  |
| National | National                                           | PEPPM 2015 (Synnex)                                     |                                                                                                                                                                  |
| National | National                                           | TIPS - Computers, Equipment, Components and Peripherals | All manufacturers                                                                                                                                                |
| National | National                                           | TIPS - Copiers, Faxes and Multifunction Machines        | All manufacturers                                                                                                                                                |
| National | National                                           | TIPS - Networking Equipment, Software and Services      | All manufacturers                                                                                                                                                |
| National | National                                           | TIPS - Software                                         | All manufacturers                                                                                                                                                |
| NC       | State of North Carolina                            | EndPoint Security Software                              | McAfee, Symantec                                                                                                                                                 |
| NC       | USETPA                                             | LAN-WAN Security                                        | Aerohive, Cisco, Dell, Microsoft, Nicus Software, VMware, Xirrus                                                                                                 |
| NC       | USETPA                                             | LAN-WAN Security                                        | Lenovo                                                                                                                                                           |
| NC       | USETPA                                             | LAN-WAN Security / End User Devices (Synnex)            | Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson |
| NC       | North Carolina Dept. of Public Instruction (NCDPI) | LEA WiFi                                                | Cisco                                                                                                                                                            |
| NC       | State of North Carolina                            | Mass Storage                                            | Appsense, EMC, Nimble, Nutanix, Symantec, Tintri                                                                                                                 |
| NC       | State of North Carolina                            | Microcomputers and Peripheral Components                | Lenovo, Samsung                                                                                                                                                  |
| NC       | State of North Carolina                            | Microsoft Software Products                             | Microsoft                                                                                                                                                        |
| NC       | Mecklenburg County                                 | NASPO ValuePoint - Computer Equipment (Microsoft)       | Microsoft                                                                                                                                                        |
| NC       | State of North Carolina                            | Novell Software and Maintenance Products                | Novell                                                                                                                                                           |
| NC       | State of North Carolina                            | Printer and Peripheral Components                       | HP                                                                                                                                                               |
| NC       | State of North Carolina                            | Printer and Peripheral Components                       | Brother                                                                                                                                                          |
| NC       | State of North Carolina                            | Printer and Peripheral Components                       | Samsung                                                                                                                                                          |
| NC       | State of North Carolina                            | Ruggedized Mobile Computing Devices                     | Getac                                                                                                                                                            |
| NC       | State of North Carolina                            | VMware Software Products and Maintenance                | VMware                                                                                                                                                           |
| ND       | State of North Dakota                              | NASPO ValuePoint - Computer Equipment (Microsoft)       | Microsoft                                                                                                                                                        |
| NE       | State of Nebraska                                  | NASPO ValuePoint - Computer Equipment (Microsoft)       | Microsoft                                                                                                                                                        |

|    |                           |                                                     |                                                                                                                                         |
|----|---------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| NE | State of Nebraska         | NASPO ValuePoint - Computer Equipment (NetApp)      | NetApp                                                                                                                                  |
| NH | State of New Hampshire    | Computer Software - Reseller                        | All manufacturers                                                                                                                       |
| NH | State of New Hampshire    | NASPO ValuePoint - DataComm (Cisco)                 | Cisco                                                                                                                                   |
| NJ | State of New Jersey       | ITS58 Software Reseller                             | All manufacturers EXCEPT Microsoft                                                                                                      |
| NJ | State of New Jersey       | NASPO ValuePoint - Computer Equipment (HP)          | HP                                                                                                                                      |
| NJ | State of New Jersey       | NASPO ValuePoint - Computer Equipment (Microsoft)   | Microsoft                                                                                                                               |
| NJ | State of New Jersey       | NASPO ValuePoint - Computer Equipment (NetApp)      | NetApp                                                                                                                                  |
| NJ | State of New Jersey       | NASPO ValuePoint - DataComm (Brocade)               | Brocade                                                                                                                                 |
| NJ | State of New Jersey       | NASPO ValuePoint - DataComm (F5)                    | F5 Networks                                                                                                                             |
| NJ | Port Authority of NY & NJ | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                       |
| NM | State of New Mexico       | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                       |
| NM | State of New Mexico       | NCPA - Dell                                         | Dell                                                                                                                                    |
| NV | State of Nevada           | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                       |
| NY | State of New York         | Enterprise Systems (HP)                             | HP                                                                                                                                      |
| NY | State of New York         | Microcomputer System and Related Services (HP)      | HP                                                                                                                                      |
| NY | State of New York         | Microcomputer System and Related Services (Lenovo)  | Lenovo                                                                                                                                  |
| NY | State of New York         | Microcomputer System and Related Services (Toshiba) | Toshiba                                                                                                                                 |
| NY | State of New York         | Miscellaneous Software                              | All manufacturers EXCEPT those in the attached.                                                                                         |
| NY | State of New York         | Office Equipment (Oki Data)                         | Oki Data                                                                                                                                |
| NY | State of New York         | Power Protection Equipment (APC)                    | APC                                                                                                                                     |
| NY | State of New York         | Power Protection Equipment (Tripp Lite)             | Tripp Lite                                                                                                                              |
| NY | State of New York         | Printing and Imaging Equipment (Oki Data)           | Oki Data                                                                                                                                |
| NY | State of New York         | Printing and Imaging Equipment (Samsung)            | Samsung                                                                                                                                 |
| NY | State of New York         | Printing and Imaging Equipment (Xerox)              | Xerox                                                                                                                                   |
| NY | State of New York         | Software (CA)                                       | CA                                                                                                                                      |
| NY | State of New York         | Software and Related Services (Novell)              | Novell                                                                                                                                  |
| NY | State of New York         | Systems and Peripherals (Storage) (EMC)             | EMC                                                                                                                                     |
| NY | State of New York         | Systems and Peripherals (Storage) (HP)              | HP                                                                                                                                      |
| OH | State of Ohio             | Computer Hardware, Software and IT Services         | Citrix, Extreme Networks, Fujitsu, Infoblox, Intermec, Juniper, McAfee, NEC, NetScout, Nuance, Polycom, Riverbed, SAP, Tibco, Palo Alto |
| OH | State of Ohio             | Microsoft LAR                                       | Microsoft                                                                                                                               |
| OH | State of Ohio             | NASPO ValuePoint - Computer Equipment (HP)          | HP                                                                                                                                      |
| OK | City of Oklahoma City     | Computers, Software and Related Supplies/Services   | All manufacturers                                                                                                                       |
| OK | State of Oklahoma         | Desktop Software and Services                       | Microsoft, Adobe, SAP                                                                                                                   |
| OK | State of Oklahoma         | NASPO ValuePoint - Computer Equipment (HP)          | HP                                                                                                                                      |
| OK | State of Oklahoma         | NASPO ValuePoint - Computer Equipment (Microsoft)   | Microsoft                                                                                                                               |
| OK | State of Oklahoma         | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                       |
| OK | City of Oklahoma City     | Office Printers and Related Supplies & Services     | All manufacturers                                                                                                                       |
| OR | State of Oregon           | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                       |

|    |                         |                                                     |                                                                                                                                                                                                                                          |
|----|-------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PA | State of Pennsylvania   | COSTARS-3 IT Hardware                               | Acer, APC, Belkin, Cisco, Dell, EMC, Fujitsu, HP, Intel, Jabra, Lenovo, Nimble, Unitrends, ViewSonic                                                                                                                                     |
| PA | State of Pennsylvania   | COSTARS-6 Software                                  | Adobe, Attachmate, Blue Open Text, CA, Citrix, CommVault, Corel, Dell, IBM, Kaspersky, McAfee, Microsoft, NetIQ, Novell, Nuance, Open Text, Quest, RSA, Solarwinds, Sophos, Symantec, Tenable, Trend Micro, Viewfinity, VMware, Websense |
| PA | City of Philadelphia    | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                                                                                                                        |
| PA | County of Berks         | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                                                                                                                        |
| RI | State of Rhode Island   | ITS58 Software Reseller                             | All manufacturers EXCEPT Microsoft                                                                                                                                                                                                       |
| SC | State of South Carolina | Aerohive Network Hardware                           | Aerohive                                                                                                                                                                                                                                 |
| SC | State of South Carolina | Cisco Network Hardware                              | Cisco                                                                                                                                                                                                                                    |
| SC | State of South Carolina | Document Security Software                          | Win Magic                                                                                                                                                                                                                                |
| SC | State of South Carolina | EMC SAN Equipment, Software and Services            | EMC                                                                                                                                                                                                                                      |
| SC | State of South Carolina | FileMaker Software                                  | FileMaker                                                                                                                                                                                                                                |
| SC | State of South Carolina | HP Network Equipment                                | HP                                                                                                                                                                                                                                       |
| SC | State of South Carolina | Microsoft EES Software                              | Microsoft                                                                                                                                                                                                                                |
| SC | State of South Carolina | NASPO ValuePoint - Computer Equipment (HP)          | HP                                                                                                                                                                                                                                       |
| SC | State of South Carolina | NASPO ValuePoint - Computer Equipment (Microsoft)   | Microsoft                                                                                                                                                                                                                                |
| SC | State of South Carolina | NASPO ValuePoint - DataComm (Brocade)               | Brocade                                                                                                                                                                                                                                  |
| SC | State of South Carolina | Privilege User and Identity Software and Hardware   | Dell                                                                                                                                                                                                                                     |
| SC | State of South Carolina | QualysGuard Security Products                       | QualysGuard                                                                                                                                                                                                                              |
| SC | State of South Carolina | Rapid7 Security Products                            | Rapid7                                                                                                                                                                                                                                   |
| SC | State of South Carolina | Tenable Security Software                           | Tenable                                                                                                                                                                                                                                  |
| SD | State of South Dakota   | Computer Peripherals (Misc)                         | Select manufacturers only                                                                                                                                                                                                                |
| SD | State of South Dakota   | NASPO ValuePoint - Software VAR                     | All manufacturers                                                                                                                                                                                                                        |
| TN | State of Tennessee      | Multi-Manufacturer Software                         | Microsoft Academic, Adobe, Toad for Oracle                                                                                                                                                                                               |
| TX | State of Texas          | Buyboard                                            | All manufacturers                                                                                                                                                                                                                        |
| TX | State of Texas          | Choice Partners: Infrastructure as a Service (IaaS) | SHI                                                                                                                                                                                                                                      |
| TX | State of Texas          | Choice Partners: Technology Products & Services     | All manufacturers                                                                                                                                                                                                                        |
| TX | State of Texas          | DIR-SDD-1834 Healthcare IT                          | ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec                                                                                         |
| TX | State of Texas          | DIR-SDD-1880 CSI Leasing                            | CSI Leasing                                                                                                                                                                                                                              |
| TX | State of Texas          | DIR-SDD-1922 Managed Services                       | Services                                                                                                                                                                                                                                 |
| TX | State of Texas          | DIR-SDD-1940 CA Software                            | CA                                                                                                                                                                                                                                       |
| TX | State of Texas          | DIR-SDD-1951 Dell Products                          | Dell                                                                                                                                                                                                                                     |

|    |                                             |                                                   |                                                                                                        |
|----|---------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| TX | State of Texas                              | DIR-SDD-2018 Conferencing Equipment               | Cisco, Logitech, Polycom, Ergotron, AverMedia                                                          |
| TX | State of Texas                              | DIR-SDD-2030 Lenovo Products                      | Lenovo                                                                                                 |
|    |                                             |                                                   | Encryptics                                                                                             |
| TX | State of Texas                              | DIR-SDD-2133 Encryptics Products                  |                                                                                                        |
|    |                                             |                                                   | See price list attached                                                                                |
| TX | State of Texas                              | DIR-SDD-2188 IT Security                          |                                                                                                        |
| TX | State of Texas                              | DIR-SDD-2500 Miscellaneous Software               | See price list attached                                                                                |
|    |                                             |                                                   | Microsoft, Novell                                                                                      |
| TX | State of Texas                              | DIR-SDD-2503 Microsoft, Novell                    |                                                                                                        |
| TX | State of Texas                              | DIR-SDD-2504 Adobe Products                       | Adobe                                                                                                  |
| TX | State of Texas                              | DIR-TSO-2538 HP Products                          | HP                                                                                                     |
| TX | State of Texas                              | DIR-TSO-2542 Cisco Products                       | Cisco                                                                                                  |
| TX | State of Texas                              | DIR-TSO-2634 EMC System Peripherals               | EMC                                                                                                    |
| TX | State of Texas                              | DIR-TSO-2636 NetApp Products                      | NetApp                                                                                                 |
| TX | State of Texas                              | DIR-TSO-2656 Barracuda Data Communications        | Barracuda                                                                                              |
| TX | State of Texas                              | DIR-TSO-2823 Data Storage                         | Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin |
| TX | State of Texas                              | DIR-TSO-3021 Barracuda Data Storage               | Barracuda                                                                                              |
|    |                                             |                                                   | Oki Data                                                                                               |
| TX | State of Texas                              | DIR-TSO-3039 Oki Data Products                    |                                                                                                        |
|    |                                             |                                                   | Xerox                                                                                                  |
| TX | State of Texas                              | DIR-TSO-3043 Xerox Products                       |                                                                                                        |
|    |                                             |                                                   | Brother                                                                                                |
| TX | State of Texas                              | DIR-TSO-3102 Brother Products                     |                                                                                                        |
| TX | Health and Human Services Commission (HHSC) | Hardware Acquisition and Leasing                  | Dell                                                                                                   |
| TX | Health and Human Services Commission (HHSC) | Seat Management Services                          | SHI                                                                                                    |
| UT | State of Utah                               | Computers - PC Store                              | All manufacturers                                                                                      |
| UT | State of Utah                               | NASPO ValuePoint - Computer Equipment (EMC)       | EMC                                                                                                    |
| UT | State of Utah                               | NASPO ValuePoint - Computer Equipment (HP)        | HP                                                                                                     |
| UT | State of Utah                               | NASPO ValuePoint - Computer Equipment (Microsoft) | Microsoft                                                                                              |
| UT | State of Utah                               | NASPO ValuePoint - DataComm (F5)                  | F5 Networks                                                                                            |
| UT | State of Utah                               | NASPO ValuePoint - Software VAR                   | All manufacturers                                                                                      |
| VA | State of Virginia                           | Desktop Productivity Software                     | See price list                                                                                         |
| VA | State of Virginia                           | Microsoft Large Account Reseller                  | Microsoft                                                                                              |

|    |                                |                                                               |                                           |
|----|--------------------------------|---------------------------------------------------------------|-------------------------------------------|
| VA | Fairfax County Water Authority | Microsoft Large Account Reseller                              | Microsoft                                 |
| VA | State of Virginia              | PC Devices & Peripherals                                      | HP, Lenovo, Microsoft, Panasonic, Samsung |
| VA | College of William & Mary      | VASCUPP EMC Products & Maintenance                            | EMC                                       |
| VA | Virginia Tech                  | Virginia Tech Microsoft Campus Agreement                      | Microsoft                                 |
| VT | State of Vermont               | ITS58 Software Reseller                                       | All manufacturers EXCEPT Microsoft        |
| VT | State of Vermont               | NASPO ValuePoint - Computer Equipment (HP)                    | HP                                        |
| WA | State of Washington            | Cisco Products and Services                                   | Cisco                                     |
| WA | State of Washington            | NASPO ValuePoint - Computer Equipment (HP)                    | HP                                        |
| WA | State of Washington            | NASPO ValuePoint - Computer Equipment (Microsoft)             | Microsoft                                 |
| WA | State of Washington            | NASPO ValuePoint - DataComm (Cisco)                           | Cisco                                     |
| WA | State of Washington            | NASPO ValuePoint - DataComm (F5)                              | F5 Networks                               |
| WI | State of Wisconsin             | Desktop Symantec Endpoint Protection Software and Maintenance | Symantec                                  |
| WI | State of Wisconsin             | NASPO ValuePoint - Computer Equipment (HP)                    | HP                                        |
| WI | State of Wisconsin             | NASPO ValuePoint - Computer Equipment (NetApp)                | NetApp                                    |
| WI | State of Wisconsin             | VAR Software, Support and Maintenance                         | All manufacturers                         |
| WV | State of West Virginia         | Large Account Reseller for Microsoft                          | Microsoft                                 |
| WY | State of Wyoming               | NASPO ValuePoint - Computer Equipment (HP)                    | HP                                        |
| WY | State of Wyoming               | NASPO ValuePoint - Software VAR                               | All manufacturers                         |



- 3.1.3 List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.

**SHI Response:**

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

- 3.2 If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.

N/A – SHI has many government clients, as detailed above.

- 3.3 References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:

**SHI Response:**

SHI is pleased to provide NASPO ValuePoint with client references that replicate the requirements of this solicitation. We hold many such statewide software contracts across the country. Therefore, we are providing more than 3 references. For your convenience, we are separating them into two groups: references from customers that SHI works with now under the current NASPO ValuePoint SVAR contract, and references from customers that SHI works with now under other statewide software contracts. The State / NASPO ValuePoint are welcome to contact any or all of the below references, as well as additional clients not presented as references.

## Current NASPO ValuePoint SVAR References:

| Reference Information                                      | Client One                                                                                                                                                                                                                              | Client Two                                                                                                                                                                                                                          | Client Three                                                                                                                                |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Company Name                                               | State of Montana                                                                                                                                                                                                                        | State of Alaska                                                                                                                                                                                                                     | State of Kansas – Department of Administration                                                                                              |
| Type of Contract Product and Services Delivered            | WSCA/NASPO ValuePoint SVAR Participating Addendum                                                                                                                                                                                       | WSCA/NASPO ValuePoint SVAR Participating Addendum                                                                                                                                                                                   | WSCA/NASPO ValuePoint All Software                                                                                                          |
| Contact Name, Mailing Address, Phone Number, Email Address | Dale Stout<br>Montana State Information Technology Services Division<br>Software Contracts Specialist<br>125 N. ROBERTS<br>P.O. BOX 200113<br>HELENA, MT 59620-0113<br>406-444-0182<br><a href="mailto:dstout@mt.gov">dstout@mt.gov</a> | Jason Grove<br>Department of Administration,<br>Division of General Services<br>Contracting Officer<br>PO Box 110210<br>Juneau, AK 99811-0210<br>907-465-5679<br><a href="mailto:Jason.grove@alaska.gov">Jason.grove@alaska.gov</a> | Neal Farron<br>900 SW Jackson, 451S<br>Topeka, KS 66612<br>785-296-3122<br><a href="mailto:Neal.Farron@da.ks.gov">Neal.Farron@da.ks.gov</a> |
| Contract Start and End Date                                | November 2011 - Present                                                                                                                                                                                                                 | February 2013 - Present                                                                                                                                                                                                             | June 3, 2011 – June 2, 2016                                                                                                                 |
| Contract Value                                             | \$8,000,000 / year                                                                                                                                                                                                                      | \$8,000,000 / year                                                                                                                                                                                                                  | \$46,264,609                                                                                                                                |

| Reference Information                                      | Client Four                                                                                                                                                                            | Client Five                                                                                                                                                            | Client Six                                                                                                                                                                                              |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company Name                                               | State of Oklahoma – Office of Management and Enterprise Services                                                                                                                       | State of Missouri – Office of Administration, Information Technology Services Division                                                                                 | State of Arkansas – Office of State Procurement                                                                                                                                                         |
| Type of Contract Product and Services Delivered            | WSCA/NASPO ValuePoint Software, plus another software contract for Microsoft, Adobe & SAP                                                                                              | WSCA/NASPO ValuePoint Software                                                                                                                                         | WSCA/NASPO ValuePoint Software, plus another Software LAR contract for Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro                                                          |
| Contact Name, Mailing Address, Phone Number, Email Address | Jennifer McCaulla<br>5005 N. Lincoln Blvd.<br>Suite 200<br>Oklahoma City, OK 73105<br>405-521-4772<br><a href="mailto:Jennifer.mccaulla@omes.ok.gov">Jennifer.mccaulla@omes.ok.gov</a> | Russ Craighead<br>301 West High Street, Room 270<br>Jefferson City, MO 65102<br>573-522-1154<br><a href="mailto:Russ.Craighead@oa.mo.gov">Russ.Craighead@oa.mo.gov</a> | Jaime Motley<br>1509 West 7 <sup>th</sup> Street,<br>3 <sup>rd</sup> Floor<br>Little Rock, AR 72201<br>501-371-6065<br><a href="mailto:Jaime.Motley@dfa.arkansas.gov">Jaime.Motley@dfa.arkansas.gov</a> |

|                             |                                                                                                   |                                |                                                                                                    |
|-----------------------------|---------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------|
| Contract Start and End Date | NASPO SVAR: June 5, 2014 – June 2, 2016<br>Other software contract: July 26, 2012 – July 25, 2017 | January 1, 2011 – June 2, 2016 | NASPO SVAR: August 27, 2012 – June 2, 2016<br>Other software contract: April 1, 2009 – May 1, 2016 |
| Contract Value              | NASPO SVAR: \$4,487,386<br>Other software contract: \$38,038,510                                  | \$3,764,557                    | NASPO SVAR: \$14,292,905<br>Other software contract: \$51,829,369                                  |

| Reference Information                                      | Client Seven                                                                                                                                         | Client Eight                                                                                                                 |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Company Name                                               | Nevada State Purchasing Division *Letter of reference also follows                                                                                   | Arizona Legislative Council (currently, also ADOT and Child Safety)                                                          |
| Type of Contract Product and Services Delivered            | WSCA/NASPO ValuePoint SVAR Participating Addendum                                                                                                    | WSCA/NASPO ValuePoint SVAR Participating Addendum                                                                            |
| Contact Name, Mailing Address, Phone Number, Email Address | Marti Marsh<br>515 E. Musser St., Suite 300<br>Carson City, NV 89701<br>775-684-0180<br><a href="mailto:mmarsh@admin.nv.gov">mmarsh@admin.nv.gov</a> | Steve West<br>1700 W. Washington<br>Phoenix AZ 85007<br>602-690-4209<br><a href="mailto:Swest@azleg.gov">Swest@azleg.gov</a> |
| Contract Start and End Date                                | June 3, 2011 – June 2, 2016                                                                                                                          | June 3, 2011 – June 2, 2016                                                                                                  |
| Contract Value                                             | \$2,500,000 / year                                                                                                                                   | Varying spend at multiple AZ agencies during contract term                                                                   |

**References From Other Statewide Software Contracts:**

| Reference Information                                      | Client Nine                                                                                                                                                                                           | Client Ten                                                                                                                                                                                                                       | Client Eleven                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company Name                                               | Virginia Information Technologies Agency (VITA)                                                                                                                                                       | State of New Jersey                                                                                                                                                                                                              | State of Alabama                                                                                                                                                                                                                                                                        |
| Type of Contract Product and Services Delivered            | SHI is our Microsoft Large Account Reseller, they also have other contracts for PC's/ peripherals and Desktop Software                                                                                | Software Reseller and Related Services                                                                                                                                                                                           | Statewide Software contract covering Microsoft, Adobe, Attachmate, VMware, Symantec, McAfee and Nuance                                                                                                                                                                                  |
| Contact Name, Mailing Address, Phone Number, Email Address | Gregory Searce<br>VITA<br>11751 Meadowville Lane Chester VA 23836<br>804-416-6166<br><a href="mailto:Gregory.Searce@vita.virginia.gov">Gregory.Searce@vita.virginia.gov</a>                           | Lynne Gash<br>Contract Administrator 2<br>NJ Office of Information Technology<br>33 West State Street, 8th Floor<br>Trenton, NJ 08625-0230<br>(609) 777-4121<br><a href="mailto:Lynne.Gash@oit.nj.gov">Lynne.Gash@oit.nj.gov</a> | Mason L. Tanaka<br>Acting Director, Information Services Division<br>State of Alabama<br>Folsom Administration Building<br>64 North Union Street, Suite 200<br>Montgomery, AL 36130<br>(334) 353-7192<br><a href="mailto:Mason.Tanaka@isd.alabama.gov">Mason.Tanaka@isd.alabama.gov</a> |
| Contract Start and End Date                                | LAR contract (10/17/13 – 10/16/19) PC/Peripheral Contract (03/31/14 – 03/30/19) and Desktop Software Contract (04/01/14 – 03/31/19)                                                                   | 9/1/15 – 6/30/20                                                                                                                                                                                                                 | 11/1/12 – 6/30/17                                                                                                                                                                                                                                                                       |
| Contract Value                                             | Microsoft LAR Contract value for FY15 (July 1, 2014 – June 30, 2015) = \$40,108,774<br>PC/Peripheral Contract value for FY15 = \$2,302,689<br>Desktop Software Contract value for FY15 = \$11,939,010 | \$70M                                                                                                                                                                                                                            | Approximately \$17M / year                                                                                                                                                                                                                                                              |

Below, we are including an additional Letter of Reference, which was provided by one of the current SVAR references listed above:



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

December 7, 2015

ADSP0 – State Procurement Office  
100 N. 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

Reference for Bid Solicitation: ADSP016-00005829

The State of Nevada, Purchasing Division would like to submit this reference for SHI International Group.

We have been participating in this agreement with SHI since April, 2012 and in October, 2012 made the decision to single source our Microsoft Licensing Agreement to SHI as our designated channel partner. The knowledge possessed by the inside Microsoft Account team has been extremely helpful to all of our State agencies.

The customer service within SHI is first class; we are extremely pleased with their pricing, delivery and super-fast turnaround on quote requests. The timeliness in which SHI responds to our inquiries, requests for quotes or resolving customer issues is outstanding. The team is extremely knowledgeable and friendly. Our designated Account Manager is a delight to work with.

We are hopeful that our relationship with SHI will be able to continue through the next contract term.

Regards,

Marti Marsh

*Marti Marsh*  
Purchasing Officer

#### 4. Financial/Accounting Information and Disclosures

- 4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

##### SHI Response:

SHI is a privately owned, financially stable company that operates with no bank debt. In an economy when many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. In fact, we continue to grow through expansion of our product and service offerings, increasing our regional offices, and growing our sales and internal support structure. With an expected \$7 Billion in sales for 2015, you can rest assured that SHI will support your needs today and well into the future.

Please see attached for SHI's audited financial statements for the past 2 years (ATTACHMENT A\_Qualifications\_SHI\_Audited Financial Statements.pdf).

- 4.2 Disclosures – Provide a statement for each item listed below:

- 4.2.1 Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

##### SHI Response:

SHI does not maintain accounts on behalf of others. There have been no irregularities in any SHI accounts.

- 4.2.2 Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

##### SHI Response:

SHI does not have any conflicts of interest for this contract.

- 4.2.3 Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

##### SHI Response:

No, SHI has never filed for bankruptcy or insolvency proceeding. SHI has not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

- 4.2.4 Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

**SHI Response:**

No, there are no past or pending SEC investigations involving SHI International Corp.

- 4.2.5 Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;

**SHI Response:**

SHI is not involved in open or pending litigation.

- 4.2.6 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.

**SHI Response:**

SHI has never had a contract terminated for cause.





# License Confirmation

SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

Sales order S325 5 7  
Order date 5/ /2015  
Customer Account 10237  
Customer PO ADSPO11-007500:35 9  
Customer Reference  
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk  
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To  
evin Lawler  
A Dept of Administration  
100 N. 15th Ave  
Suite 202  
Phoenix, A 85007  
nited States

Ship To  
ADSPO11-007500:35 9/ evin Lawler  
STATE PROC REMENT O ICE  
ISD  
100 N. 15th Ave  
Suite 00  
Phoenix, A 85007  
nited States

| Item No.<br>Mfg Part No.                     | Description                                                                                                                                                                                                           | Qty<br>Ordered |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 277 9 79<br>P73-0 309<br>MICROSO T<br>SELECT | WinSvrStd 2012R2 SNGL M L 2Proc<br>2012 R2 Windows - Multiple Windows Platform Single Language Software<br>Contract number: ADSPO11-007500<br>Enrollment No.: 8A9181A5<br>Agreement No.: 7 111<br>Country of sage: SA | 38             |

\* This Is Not An Invoice \*  
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



**Adobe**

**Adobe Systems Incorporated**

345 Park Avenue

San Jose, CA 95110-2704

Phone: 408-536-6000

January 10, 2015

To whom it may concern,

This letter confirms that SHI is an Adobe authorized reseller in good standing with authorizations for Commercial, Government and Education customers.

SHI is authorized to resell Adobe's Desktop Products Worldwide.

Please direct any questions to Bob Seaman at Adobe Systems.

Thank you,

*Bob Seaman*

Bob Seaman

Adobe Channel Account Manager

516-270-3988

bseaman@adobe.com



## Citrix Partner Authorization Letter

### Americas

January 15, 2015

SHI International Corp.  
290 Davidson Avenue  
Somerset, NJ 08873-4145  
USA

To Whom It May Concern,

This letter is to confirm that SHI International Corp., Org ID 18272, of Somerset, NJ is a Large Account Reseller (LAR) and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from January 1, 2015 through December 31, 2015.

Regards,

A handwritten signature in black ink that reads "Donna Buffet". The signature is written in a cursive, flowing style.

Donna Buffet  
Director, Americas Inside Channel and Operations  
Citrix Systems, Inc.

Microsoft Corporation  
Attn: Americas Operations Center  
6100 Neil Road  
Reno, NV 89511-1137



Date 11/18/2015

Re: Microsoft LSP Status Confirmation for the following sales opportunity:

## State of Arizona

Microsoft Corporation North America Operations Center hereby confirms that SHI International Corp. is an authorized Licensing Solution Partner (LSP) as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of SHI International Corp. and third parties should make their own enquiries before entering into business relations.

Regards,

Glenn Morris

Microsoft Sales Executive; National

Microsoft Corporation North American Operation Center



January 26, 2015

SHI International Corp.  
290 Davidson Avenue  
Somerset, NJ 08873

RE: Novell Partner Authorization Status

To Whom It May Concern:

This letter shall serve as confirmation that SHI International Corp. is an active Novell Gold Software Service Agent in the United States and Canada for all Novell/SUSE product lines.

Should you have any questions or need anything further, please feel free to contact me at (801) 861-1573.

Best Regards,

A handwritten signature in black ink, appearing to read "Kristy L. Tingle".

Kristy L. Tingle  
Contract Negotiator  
Contracts Department  
Novell, Inc.



**VMware, Inc.**  
3401 Hillview Avenue (877) 486-9273 main www.vmware.com  
Palo Alto, CA 94304 (650) 427-5001 fax

January 7, 2015,

Re: Letter of Endorsement

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2006. SHI is allowed to resell all VMware products in all 50 states and Canada.

Please contact me directly if any additional information is required.  
Contract documentation is reviewed by VMware's legal department if necessary.

Regards,

Daniel Brodeur

Senior Director of National Partners  
VMware  
4225 Naperville Road  
Lisle IL, 60532

(630) 215-8529  
dbrodeur@vmware.com



1/27/2015

SHI International Corp

290 Davidson Avenue

Somerset, New Jersey 08873

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that SHI International Corp is a current member of the Symantec Partner Program (SPP) and has been since 1/2/2002.

SHI International Corp has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

|                                         |                                                |
|-----------------------------------------|------------------------------------------------|
| Archiving – Expert                      | Dynamic Storage and Continuity – Principal     |
| Data Security – Expert                  | eDiscovery – Principal                         |
| Endpoint Security – Expert              | Endpoint Management – Principal                |
| Enterprise Backup and Recovery – Expert | Security Monitoring and Management – Principal |
| Gateway Security – Expert               |                                                |
| Mid-Market Backup and Recovery – Expert |                                                |
| Mobility - Expert                       |                                                |

SHI International Corp has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and SHI International Corp, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

**John Emard**

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation



## ATTACHMENT B

### RESPONSE TO SCOPE OF WORK – METHODOLOGY

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

#### **Instructions:**

All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.

- a. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
  - b. Responses should address the respective requirements set forth in SECTION 3: Scope of Work
  - c. Response to all questions, even if you answer is "Not Applicable".
  - d. Label your response "ATTACHMENT B\_Methodology\_*companyname*" and state the question number being addressed.
  - e. Narrative response is limited to twenty-five (25) pages. Any narrative response received in excess of the twenty-five (25) pages may not be considered to be a part of the proposal.
  - f. Additional attached information shall indicate the item number and heading being referenced as it appears below.
  - g. The above additional attached information should also include a header labeled, "ATTACHMENT B\_Methodology\_*companyname\_name of additional information*"
  - h. Additional attached information is not included as part of the page total.
1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

#### **SHI Response:**

SHI has extensive experience administering Software Value Added Reseller contracts of this nature, and we are confident that we will meet and exceed the requirements of the Scope of Work and Terms and Conditions. In fact, SHI has enjoyed the opportunity to work with NASPO ValuePoint and the Participating States under the current SVAR contract, and we have taken pride in our ability to administer the agreement to the maximum benefit of the contract users.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each State, while also supporting each individual agency, city, county, township, school district and higher education institution.

Since SHI has supported the NASPO ValuePoint SVAR contract in the past, our implementation will be seamless. Not only have we already proven that we can meet and exceed the requirements, we are ready to do so immediately upon award of the new agreement as well.

Following are some of the steps that SHI takes to ensure the success of our current agreement and to maximize the value to the Participating Members. We will continue with these services for the term of the new contract and will continue to engage with both NASPO ValuePoint and the Participating States to identify areas where we can increase the value we provide.

**Account Management & Training**—SHI has already identified the members of the Account Teams who support the Participating States—including Account Executives, Inside Account Executives, and Inside Account Managers. The teams meet regularly to discuss the contract, to ensure everyone understands the terms and conditions, and to discuss areas in which SHI is offering, or can offer, additional services in support of the Participating States. Furthermore, SHI's Account Executives regularly meet with individual entities to discuss their purchase history and Volume Licensing

Agreements. We have established a Customer Business Review which is designed to inform agencies about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements. We will continue to provide these services with the award of the new NASPO ValuePoint SVAR contract.

Upon award of this contract, SHI will provide training to educate contract users on the new agreement, including training on any new or updated individual State requirements. As appropriate, we will also hire additional Account Executives in Participating States to ensure appropriate coverage for all Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office for each State to set the timeline for implementation of the new contract and Participating Addenda, and discuss specific procurement and policy initiatives designed by the State. Some examples may include topics such as: Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will also work directly with each State to ensure the completion of the updated website, and verify document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) will also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. Of course, these will not just be one-time conversations, but rather ongoing communications.

**Licensing Programs**—SHI regularly reviews all Participating States' Software Volume Licensing Programs to ensure that they are all up to date, and to provide any necessary paperwork and/or procedures for transitioning any Volume Licensing Programs which will be new to SHI. The SHI Account Executives also hold meetings with the Software Publisher Representatives for each State to discuss the State's current and future business initiatives. SHI understands the importance of the relationship between the State, Publisher and Reseller, and we believe that open communication among all three parties is the best strategy to meet the needs of each State. Upon award of this contract, SHI will continue to provide these services and will schedule meetings with key Publishers and each State to discuss purchase history, program changes, and any current or upcoming promotions.

When SHI is involved in setting up a new Volume Licensing Agreement for any State, whether it is at the outset of a SVAR contract or anytime during the contract term, we perform extensive analysis to assist the State in understanding the different Volume Licensing Agreements available and the cost savings between the various Publisher Agreements. SHI invests time in educating each State on the various Software Volume Licensing Agreements, and then assisting the State with any Publisher paperwork necessary to implement the Agreements. SHI's Software Licensing Team is fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

- Contract negotiation and support
- Program requirements and review
- Impact/cost analysis
- Price validation
- Best-practice recommendations
- Organization-wide training, education, reporting and milestone tracking
- Performance metrics and customized reporting
- Organization-wide standardization of contract compliance
- Expiration Tracking and renewals notification
- Maintenance, Subscription and Support
- License Confirmations and proof-of-purchase documents
- Cost-Savings, cost-avoidance analysis
- Allocation and tracking of pre-paid software license agreements
- Electronic Software Distribution
- Media duplication and distribution

**Working with Current and New Vendors**—SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of the new contract, SHI will continue to work with each of the publishers named within Attachment C1 (Pricing Submission Sheet), as well as additional publishers not specifically named in Attachment C1, to make sure we are on the same page and ready to support the new agreement. And of course, we will also reach out to new vendors upon request of contract users, or when we identify new technologies that we believe contract users will want to be able to purchase.

We expect that the publishers will have varying policies and requirements for SHI and for the contract users. Some publishers have additional T's and C's that they will need contract users to review, and some even have their own

agreement for which they will require customer signature. Typically, our Contracts Specialists review the required terms and complete any paperwork that is required of SHI. We also help contract users to navigate through those processes for any paperwork or signatures that the publishers require of the customers. The members of each State's Account Team and SHI's Catalog Team then work together to add the products to the State's customized on-line product catalog.

**Web Site**—SHI will update the custom product catalog for each State according to the contracted pricing and the State requirements for product inclusion. SHI also offers training sessions and advertises the available training sessions to contract users.

**Introductions & Marketing**—SHI has a marketing plan for the contract to ensure maximum participation. The contract renewal is a good time to review the plan to make changes and improvements as needed. We will work with the individual states on appropriate timing, and appropriate venues for any face-to-face marketing initiatives. SHI's implementation / transition plan for the new contract provides for a smooth and seamless experience for the States included in the NASPO ValuePoint SVAR agreement, whether they are initial participants or opt to join the contract during the agreement term.

SHI's marketing or outreach to all the participating entities on the contracts we hold is a multi-prong approach:

- SHI's CRM System has been uploaded with every public entity within each State. Each State's Account Executives establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that we can verify that they have been reached. The SHI Account Executive discusses the contract with them and provides them with contact information, website information, and contract guidelines for working with SHI. SHI's Account Executives are proactive in their approach with our customers and prospects, and they regularly engage in on-site meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team members walk individual customers through our [www.shi.com](http://www.shi.com) website where customers can create quotes, purchase items, obtain order status, and generate reports of their purchases.
- SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all available entities and discuss SHI's support plan and our partners' solutions.
- SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

Each of these elements come together to ensure that SHI meets or exceeds the requirements of the Scope of Work and Terms and Conditions.

Here is what one our customers has to say about her organization's experience working with SHI under the current NASPO SVAR agreement:

*"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and her inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."*

- Jennifer Jensen, City of Scottsdale, Arizona

2. Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

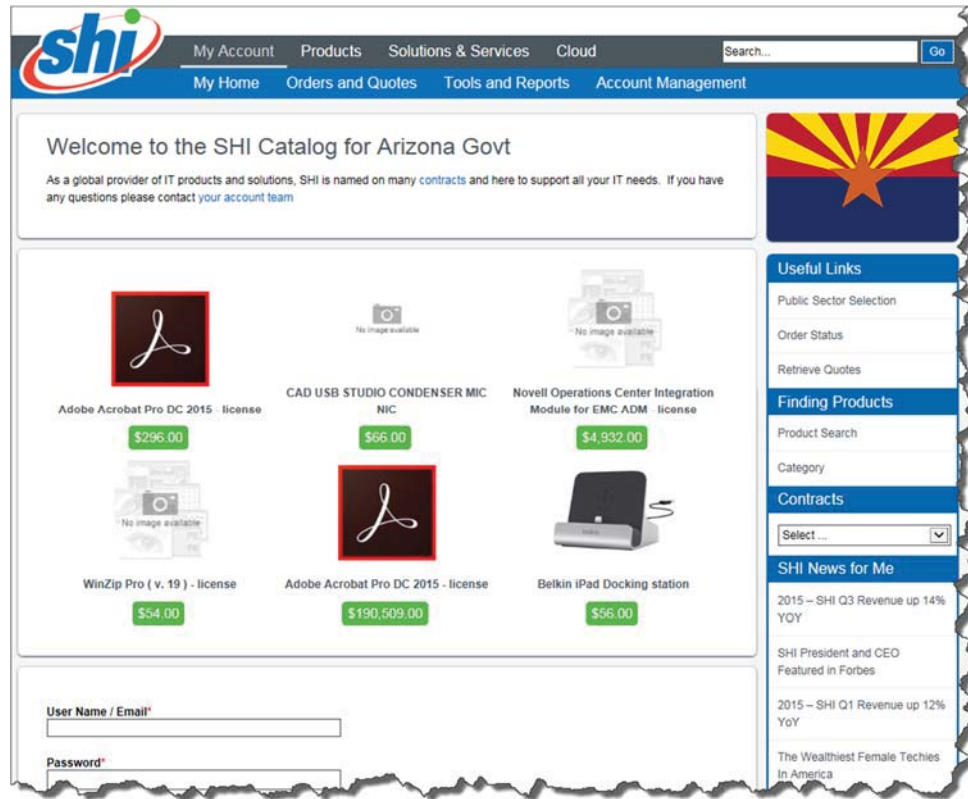
- 2.1 Home page appearance and information;

#### SHI Response:

The SHI.COM home page ([www.publicsector.shidirect.com](http://www.publicsector.shidirect.com)) provides news announcements, links to industry information, and links to the SHI Blog. Once the customer selects the proper vertical (government or education) and their State, they will see their customized home page, where SHI provides information specific to the State and the NASPO contract, including:

- Account team contact information
- News articles
- Customized product catalog
- Contract information
- Links to quotes, order status, and tracking details

SHI also offers the flexibility to create and post additional content that is specific to the NASPO ValuePoint SVAR contract, and/or to an individual Participating States' purchasing rules or preferences. An example welcome page is shown below:



## 2.2 On-line tutorials;

### SHI Response:

SHI offers webinar tutorials for the navigation of our web site. In addition, the members of your Account Team and the SHI Web Administration Team are available to assist with navigation and any technical issues that may arise.

## 2.3 Product catalog (include searchable fields, products to be included, how license information is provided);

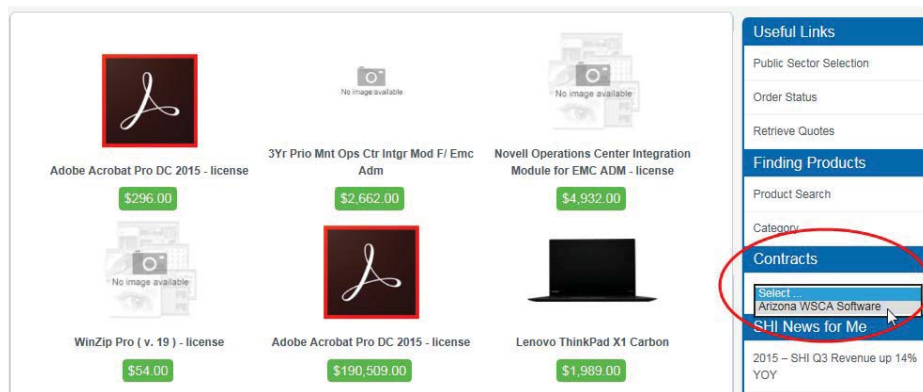
### SHI Response:

SHI has created a customized product catalog to reflect the products and pricing under the NASPO ValuePoint SVAR agreement. With thousands of software publishers already available to NASPO ValuePoint SVAR customers within our master catalog, the updated catalog will be available – and robust – immediately upon implementation of the new contract. While the master catalog will be available to all Participating States, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs.

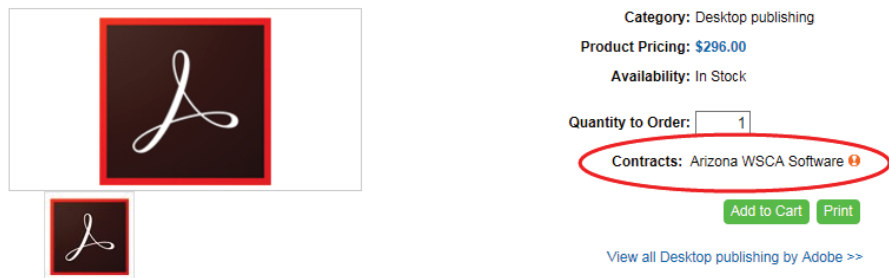
Upon award of the contract and throughout the term of our agreement, SHI updates the product catalog to reflect any product changes. Customers can search by keyword, then filter the search results by various criteria, such as:

- Contract
- Manufacturer
- Product Type
- Licensing Program
- Platform

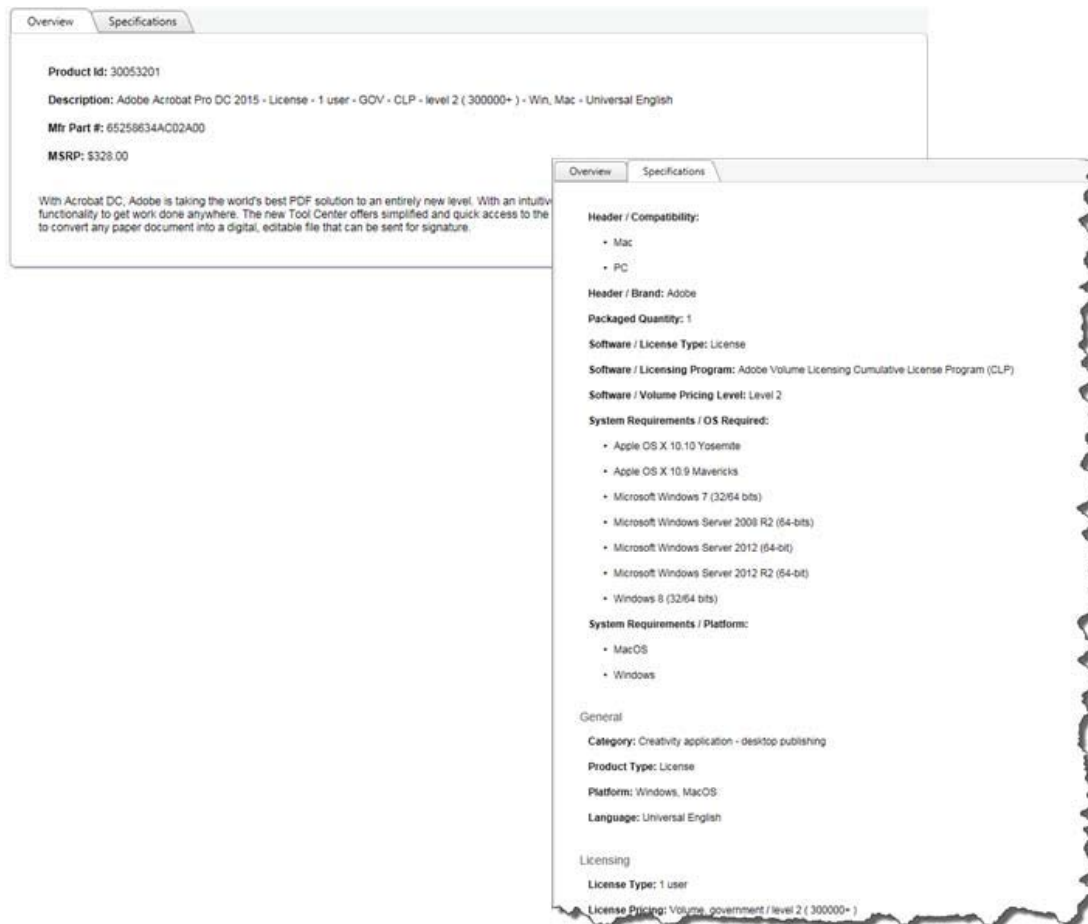
Some examples of searches are shown below:



## Adobe Acrobat Pro DC 2015 - license



Within the product catalog, SHI provides detailed product specifications. Please see one such example below:





## 2.4 Links

### SHI Response:

SHI has created a website and custom catalog for our current NASPO ValuePoint SVAR contract. Upon award of this contract to SHI, we will work with NASPO ValuePoint and each Participating State to review the catalog and requirements for each State, and to make the appropriate updates.

As an example, following is a link to the current catalog for State of Arizona Government. Note that each Participating State has its own home page at SHI.COM. <http://www.publicsector.shidirect.com/slg/az>

In addition to the functionality described above, SHI's website also provides our customers with links to valuable information such as the SHI Blog, SHI Newsletters, and customer-specific Account Team contact information.

## 2.5 Downloadable standard reports. Include:

### 2.5.1 How information is controlled and sorted (e.g. what information LSCA can access);

### SHI Response:

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire NASPO ValuePoint SVAR contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or for a Participating State that wants to understand statewide purchasing trends, or for the LSCA to review a comprehensive report of all NASPO ValuePoint SVAR purchases, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report:

|                     |                   |                            |
|---------------------|-------------------|----------------------------|
| Customer Name       | Manufacturer Name | Manufacturer Part Number   |
| Product Description | Version           | Operating System           |
| Media               | Language          | Product Type               |
| License Program     | License Pool      | License Level              |
| License Point Value | Maintenance Term  | Maintenance Time Remaining |
| UNSPSC Number       | UNSPSC Segment    | UNSPSC Family              |
| UNSPSC Class        | UNSPSC Commodity  | Order Date                 |
| SHI Order Number    | Invoice Number    | Ship Date                  |
| SHI Part Number     | Quantity          | Unit Price                 |
| Extended Price      | Customer PO       | Ship to Company            |
| Ship to Address     | Ship to City      | Ship to State              |
| Ship to Zip Code    |                   |                            |

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. Current SVAR customers find this custom capability helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account, as well as NASPO ValuePoint as a whole, to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

### 2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State;

### SHI Response:

The State Procurement Officers will be granted a higher level of access, allowing them to run reports and view activity across authorized users.

### 2.5.3 How an individual User can obtain only their information.

**SHI Response:**

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

2.6      How website is monitored, kept current and accurate.

**SHI Response:**

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information and pricing, ensuring that contract users are always accessing the latest products and at the correct price.

- 3.      Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

**SHI Response:**

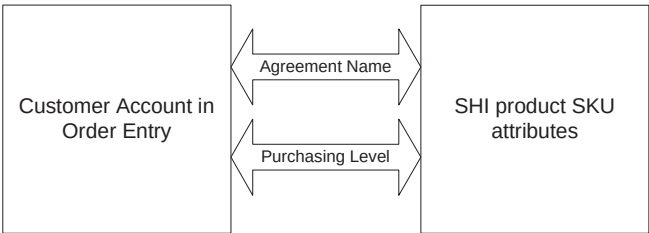
SHI has earned a reputation as the most effective license provider in the industry. Our software procurement consulting services and expertise, our license tracking and reporting capabilities, our robust Software Asset Management (SAM) tools, and our commitment to operational excellence all work together to make it easy for our customers to choose the licensing programs that are right for them, and to effectively manage those programs.

Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have software Volume License Agreements (VLAs). Once the VLA has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a



data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

3.1 The standard sort-able data fields established for these records.

SHI Response:

It is important to note that SHI not only collects the standard fields we need to process each order, but we also have the ability to collect customized data fields for each individual customer. The following are the standard data fields available, today:

|                     |                   |                            |
|---------------------|-------------------|----------------------------|
| Customer Name       | Manufacturer Name | Manufacturer Part Number   |
| Product Description | Version           | Operating System           |
| Media               | Language          | Product Type               |
| License Program     | License Pool      | License Level              |
| License Point Value | Maintenance Term  | Maintenance Time Remaining |
| UNSPSC Number       | UNSPSC Segment    | UNSPSC Family              |
| UNSPSC Class        | UNSPSC Commodity  | Order Date                 |
| SHI Order Number    | Invoice Number    | Ship Date                  |
| SHI Part Number     | Quantity          | Unit Price                 |
| Extended Price      | Customer PO       | Ship to Company            |
| Ship to Address     | Ship to City      | Ship to State              |
| Ship to Zip Code    |                   |                            |

3.2 The information tracked on behalf of Participating States.

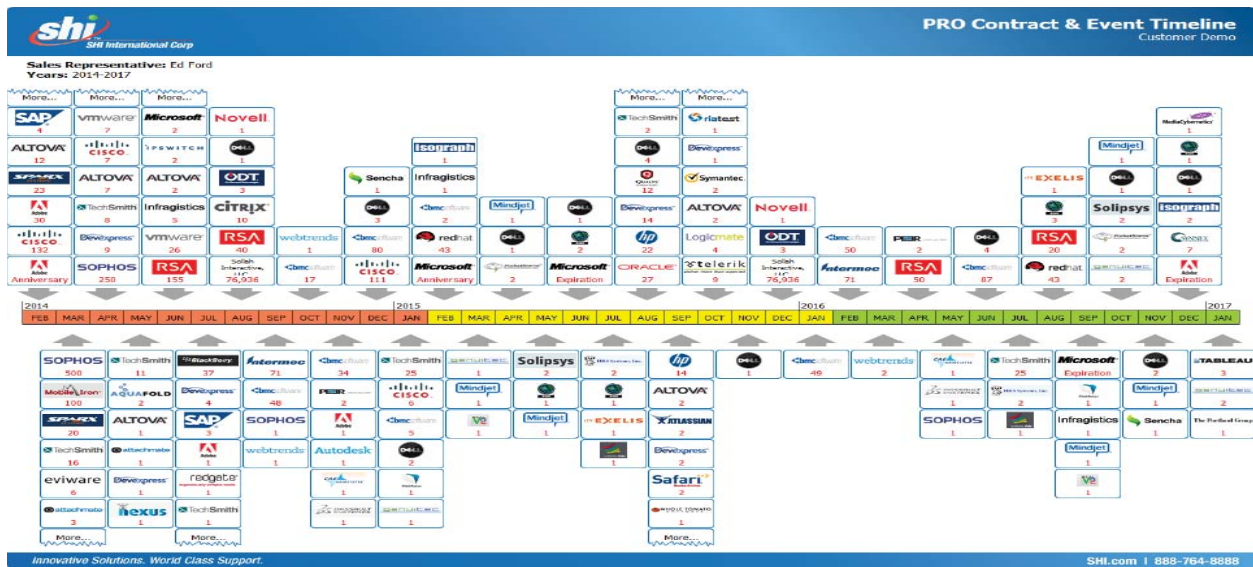
SHI Response:

SHI makes all NASPO ValuePoint SVAR required reporting available by State to each Participating State, and we also have the ability to provide customized reports as requested by each Participating State. In addition to the standard fields described above, SHI also has the capability to collect customized data fields, which can be established at the NASPO ValuePoint Level, at the Participating State level, and/or per individual customer. We are pleased to offer both standard and customized reports to each Participating State, in addition to the overall NASPO contract reporting.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI understands that it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: The Polaris Renewal Organizer (PRO). Available as a value add to SHI customers only, and at no additional cost, PRO compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Following is an example of what a customer can expect to see using the PRO Timeline:



As described above, SHI collects the maintenance expiration date in our order entry system each time a customer purchases maintenance. Through our PRO Renewal Management Service, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software renewal lifecycle efforts. These efficiencies support our customers' existing operating processes and in some instances SHI's PRO service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. Participating States will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with inappropriate software publisher buying programs (e.g., contractual vs. transactional licensing programs, individual vs. cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the Publishers to co-term maintenance contracts, when permitted by Publishers' licensing programs

#### 4. Describe your Company's method of ensuring a Participating State receives documentation of Proof of License that can be provided to requestors (e.g. auditors, in response to FOIA requests, etc.)

##### 4.1 Describe process for providing Proof of License to a buyer. Provide a sample Proof of License.

#### SHI Response:

SHI understands that many customers require a deliverable with all purchases, and many Publishers' Volume License Agreements themselves do not meet this need. While proof of license may be obtained for some Publishers through the Publisher licensing web site, for example the Microsoft Volume Licensing Service Center (VLSC), similar web sites may not be available for all of the Participating States' licensing programs. To standardize a tracking method across all licensing programs, SHI has established a service through which we provide automatic license confirmations to our customers. At the time of order placement, your Inside Account Manager can enter the Email address of the end user (or other representative within the customer's organization who should receive the license confirmation, e.g. IT Manager). SHI's systems will automatically send the license confirmation to that Email address. Many of our customers use this service to "receive" the product so that their Accounting Department can pay the invoice, or to hold on file as a back-up copy of their proof of license.

**SHI is including a Sample Proof of License and a Sample Order Confirmation as attachments to this document.** (ATTACHMENT B\_Methodology\_SHI\_License Confirmation.pdf and ATTACHMENT B\_Methodology\_SHI\_Order Confirmation.pdf). Please note that upon the customer's request, SHI can include the License Key information for software installation on the Order Confirmation.

- 4.2 Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.

**SHI Response:**

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell-through report to provide proof of license for a customer. In most cases, this duplicate copy may be provided within four business hours of the customer request.

- 4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a “True Up”).

**SHI Response:**

SHI is well-recognized in the industry for our reporting capabilities, and the Software Publishers whose products we offer accept SHI’s reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each contract user and the Software Publishers during times when licensing compliance must be demonstrated (e.g. during True-ups) to ensure that accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

## 5. Reports

- 5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

**SHI Response:**

SHI offers a wide range of reports, both standard and custom. The following lists the standard fields that are available within a standard detailed report:

|                     |                   |                            |
|---------------------|-------------------|----------------------------|
| Customer Name       | Manufacturer Name | Manufacturer Part Number   |
| Product Description | Version           | Operating System           |
| Media               | Language          | Product Type               |
| License Program     | License Pool      | License Level              |
| License Point Value | Maintenance Term  | Maintenance Time Remaining |
| UNSPSC Number       | UNSPSC Segment    | UNSPSC Family              |
| UNSPSC Class        | UNSPSC Commodity  | Order Date                 |
| SHI Order Number    | Invoice Number    | Ship Date                  |
| SHI Part Number     | Quantity          | Unit Price                 |
| Extended Price      | Customer PO       | Ship to Company            |
| Ship to Address     | Ship to City      | Ship to State              |
| Ship to Zip Code    |                   |                            |

The descriptions below represent just some of the standard report formats that are available. Reports are available weekly, monthly, quarterly, or ad hoc. SHI does not charge for the reports we provide.

### Sales History Reports

These standard reports provide an overview of your purchases from SHI. As mentioned previously, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- ⇒ **Contract Invoice Detail** – details the purchases by contract number.
- ⇒ **Manufacturer Profile** – Summarizes purchases over the past 12 months by manufacturer name.
- ⇒ **Invoice Details** – provides detailed transactions and can be run for selected manufacturers or across all manufacturers. The report can detail each transaction or summarize the spend by part number.
- ⇒ **Spend by Customer, by State, or for all NASPO ValuePoint** – to put the right information in the right hands, each of the above reports can be pulled based on a specific organization, State, or across the entire contract.

Reports are available on-line to those customers who have the authorization level to run reports or can be requested through your Account Team.

**SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs.** Please see ATTACHMENT B\_Methodology\_SHI\_Sample Reports.docx and ATTACHMENT B\_Methodology\_SHI\_NASPO Contract Reporting.xlsx.

- 5.2 Describe on-line, real time, reporting capabilities using established state website reports:
  - 5.2.1 Standard Reports. Provide sample reports.
  - 5.2.2 Reports that can be generated by the LSCA.
  - 5.2.3 Reports that can be generated by the Participating State. Provide sample reports.
  - 5.2.4 Reports that can be generated by the User agency. Provide sample reports.

#### **SHI Response:**

SHI provides an online tool for generating reports. The user's ability to run reports online is based on permissions assigned to the user names; therefore the LSCA, any authorized users within each Participating State, and any authorized users in the User Agencies will be permitted to run reports specific to their level of access. While the report options will be the same, the reporting results will be customized. In other words, the LSCA will be able to run reports based on purchases under the contract and across the Participating States. The authorized representatives within the Participating States and User Agencies will be able to run reports according to the level of data to which they have access (i.e. statewide or specific department/agency within the State).

SHI customers may access reports by requesting them from their Account Team or by running reports directly from our website. To run a report online, the user will simply select the report type and the date range for the report, and then the Email address or addresses for delivery of the report. In addition, the user may select the desired report format, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI has the ability to provide more than 25 different types of standard reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file (as described above).

**SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs.** Please see ATTACHMENT B\_Methodology\_SHI\_Sample Reports.docx and ATTACHMENT B\_Methodology\_SHI\_NASPO Contract Reporting.xlsx.

- 5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

#### **SHI Response:**

Yes, SHI is able to provide Custom Reports for any State which wishes to utilize this service. SHI fully understands NASPO ValuePoint's need for flexibility in reporting. In addition to the standard data we capture for each order, SHI also has the ability to capture custom fields as requested by our customers; these fields are customizable at the customer billing account level. SHI works with each Participating State and User Agency under the contract to understand their reporting needs and to ensure we are capturing the data required. Once the information is captured in our order entry system, it is available for inclusion on reports and invoices. SHI is already providing these types of custom reports to many NASPO ValuePoint SVAR contract users today, and we will also review these requirements upon award of contract and make any necessary changes or additions.

- 6. Describe how your Company works with a State and publisher to maximize the State's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
  - 6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

## SHI Response:

SHI is proud to support the software licensing requirements of the Participating States today, and we look forward to continuing to provide this support under the new contract award. Our Account Executives are knowledgeable about and experienced with the Software Publisher Licensing Agreements, and our Software Licensing Department is staffed with specialists who are available to meet with our customers, to discuss their licensing requirements, and to review their options for meeting those requirements in the most advantageous way possible. SHI regularly works with each Participating State and each applicable Publisher to provide the following services:

- Review current agreements to assist the customers in understanding the terms and to ensure the licensing agreements meet the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- During Customer Business Review Meetings, SHI Account Executives review the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

- 6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

## SHI Response:

SHI understands that our customers, and especially our public sector customers, need to reduce costs, identify areas for savings, and ensure that they are achieving best value for their IT spend. SHI will continue to work with all of the Participating States and individual contract users to identify savings not only within each State, but across all NASPO ValuePoint participants, whenever possible.

SHI is not always the only source for a particular software title. However, we do possess a unique advantage in the industry. Our knowledgeable team members, long history with public sector customers, and top-level Publisher relationships all allow us to understand how to leverage our customers' cumulative purchase history and volume in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

Every day, SHI identifies ways that our customers can reduce their expenditures on IT software. We partner with our customers, and we negotiate on their behalf, in order to obtain the most favorable terms possible. The following demonstrates some of the ways we identify cost savings opportunities for our customers today.

- o **Licensing**—Whenever possible, the SHI Account Team provides quotes for licenses, rather than shrink-wrap software; licensing options can offer tremendous savings over shrink-wrap. Even within licensing programs, there are often additional nuances to consider. For example:

**Transactional Licensing Programs** — These types of licensing programs can offer significant savings to customers who purchase in large quantities, but who are not able to make a contractual commitment or forecast buying estimates. These license programs usually require a first time buy-in (sometimes as few as 1-5 licenses will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, the SHI Inside Account Managers will provide the information to the customer at the time of quote. The SHI Account Executives will also identify these types of opportunities during meetings with each Participating State, to provide additional visibility to savings opportunities.

**Contractual Licensing Programs**—SHI Account Executives regularly make recommendations for contractual licensing programs after reviewing each customer's, and each State's, purchase history. These opportunities cannot usually be identified based on single quotes; instead the AE uses SHI's comprehensive purchase history reports to monitor each customer's purchases over time. The SHI AE not only reviews one-off purchases to identify opportunities for new Volume License Agreements, but also reviews all purchases under existing agreements and makes recommendations for when a customer should be negotiating for higher discount levels and/or better terms.

- o **Discount for shrink-wrap**—If a particular customer has purchased and/or will purchase a single product in large volume, but the software publisher does not offer a licensing program, that customer still may be able to receive a



better discount. In these cases, SHI Account Executives work with the publisher and the contract user to forecast volumes and to negotiate pricing on those forecasts. The publisher may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by that contract user and that reflects the additional discount. In another scenario, the publisher may require a one-time volume buy-in. In this case, SHI can hold the inventory in our warehouse and ship the product on an as-need basis to the customer site. Again, these products would be inventoried under a State-specific SKU, so no other customer can purchase that inventory.

- o **One-off Price Discounts**—SHI is experienced at negotiating one-off price discounts based on volume on a case-by-case basis. When your SHI sales team receives an inquiry for a large quantity of products, the team will make every effort to negotiate an additional discount with the software publisher. SHI will then pass this additional discount through to the State.
- o **License Re-deployment**—SHI has a tool that makes it easy to hold licenses in “virtual inventory” and then re-deploy them within the organization. This way, licenses owned by a particular group or business unit within an agency that are no longer required can be re-assigned to another business unit that needs them (subject to publisher licensing rights), thus eliminating the need to purchase those licenses again. At times SHI charges a nominal fee for this service; however the customer recognizes significant savings over procuring a net new license.

Depending upon the needs of the Participating States and the flexibility of the publishers’ programs, each of the cost savings opportunities mentioned above may be able to be applied at the individual customer level, the State level, or even for all NASPO ValuePoint participants. SHI’s detailed reporting and regular review of spend give us the visibility and information needed to work with software publishers on your behalf and to create the most possible savings opportunities.

### 6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

#### SHI Response:

SHI communicates regularly and at the executive level with the industry’s top software publishers, and they respect the knowledge and perspective that SHI is able to offer. SHI is well-known for our active participation in contracts such as the NASPO ValuePoint SVAR contract, and for our ability to advocate on our customers’ behalf for advantageous pricing and terms under a contract of this nature. With our performance under the current SVAR contract, we have already laid the groundwork for this type of leverage within the software publisher community.

As one example, in 2014 SHI worked very closely with the state of Alaska and with Adobe to build out a customized Adobe Enterprise Agreement, otherwise known as an ETLA. The project required a huge effort by all three parties consisting of much analysis and a series of meetings over an extended period of time. All of these efforts ultimately allowed the state to recognize a huge return on their investment, resulting in substantial cost savings as well as providing a significant reduction in administrative cost. The cost savings became evident to the State when they realized that they would be able to leverage their bulk, cumulative spend to qualify for a custom deeply discounted Enterprise Agreement. This new Enterprise Agreement provided the State with pricing that was locked in over a multi-year term, and available to all departments regardless of their individual size or spend level. Administratively, this agreement was also very beneficial to the State because they were able to eliminate the challenges of managing multiple disparate one-off software and maintenance purchases, and instead transition to streamlined and consolidated annual payments. SHI worked with the State to provide custom invoices to each individual state department to ensure that their individual allocations of the Enterprise Agreement were appropriately distributed so that each agency could accurately plan and budget for this expenditure, which ultimately benefited the departments by turning an unpredictable capital cost into consistent and structured operational costs. This agreement allowed the State to achieve clear and substantial cost savings, while also ensuring access to the latest and greatest Adobe products and support.

SHI has engaged in similar efforts with Adobe in other current Participating States as well, and our efforts have been so successful that we are continuing to roll out this formula in additional States as well. And of course, this is just one example of our partnership with one publisher. We have achieved these types of successes across all Participating States, and for a wide range of software publishers. In short, SHI has the people, the processes, the licensing expertise, the industry credibility, and the desire to help all NASPO ValuePoint SVAR participants to access better licensing options and achieve greater savings than they would have otherwise been able to accomplish.

### 6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

**SHI Response:**

SHI regularly works with our customers and our publisher partners to obtain the best quote on a high volume purchase. At times, the customer brings it to our attention that they are planning a large buy. At other times, we notice a trend of increased spend for a particular publisher or product and we bring it to our customers' attention. In either case, we proactively work with our internal licensing and purchasing teams, the publishers, and if applicable the publishers' authorized distributors to determine all options for the most economical purchase.

One recent example occurred when the SHI Account Executive working with the State of Montana noticed a trend where there were multiple agencies within the State who were inquiring about a certain software publisher, Varonis, at around the same time. Rather than just providing standard pricing and looking at each opportunity individually, the SHI Account Executive took the opportunity to introduce the Varonis sales representative to the Montana State Contract Officer to initiate a conversation around volume savings. Working closely with Varonis and the State, SHI was able to help negotiate a set discounted price based on the forecasted cumulative spend of all departments, so that all departments could purchase independently at their discretion but benefit from the volume of all departments' purchases.

6.5 If, and how, your Company uses historical purchase information to provide targeted assistance to State.

**SHI Response:**

Yes, SHI absolutely uses historical purchase information to provide targeted assistance to the State and to each contract user. As one example of how we put this into practice, SHI Account Executives work with each State to establish a schedule for Customer Business Review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, SHI Account Executives also share information regarding spend with SHI in order to identify additional areas for cost savings and provide targeted assistance to each Participating State. During this business review meeting, SHI provides customizable reports in detail and summary formats, to help customers analyze their software spend and identify potential areas for savings. SHI also provides a "dashboard" view of a customer's purchase history with SHI.

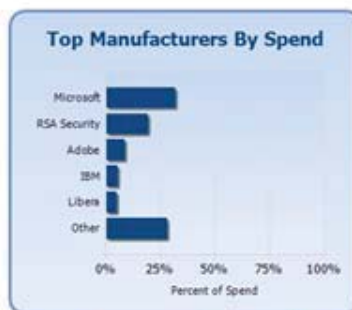
SHI is including a Sample Customer Business Summary on the page which follows.



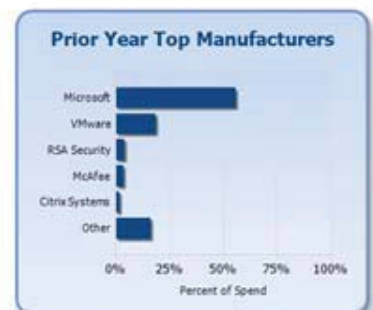


| Summary                               |           |
|---------------------------------------|-----------|
| # of Customer PO's Invoiced in Period | 208       |
| # of Orders Invoiced in Period        | 211       |
| # of Invoices in Period               | 233       |
| # of Manufacturers in Period          | 83        |
| Total Spend:                          | 4,122,899 |

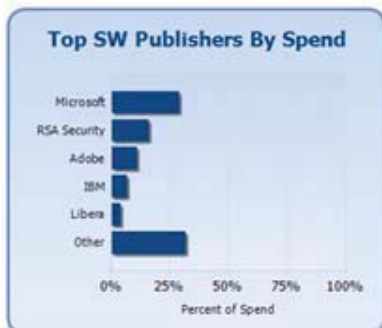
| Product Type | Revenue      | % Spend |
|--------------|--------------|---------|
| Software     | 3,202,104.73 | 77.66%  |
| Service      | 883,359.00   | 21.42%  |
| Hardware     | 37,435.00    | 0.90%   |



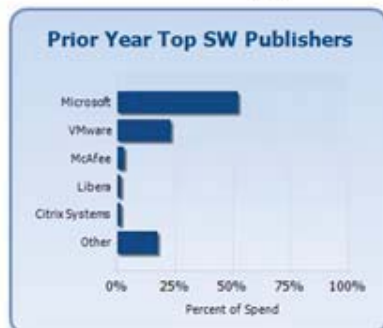
| Manufacturer | Revenue      | % Spend |
|--------------|--------------|---------|
| Microsoft    | 1,329,249.06 | 32.24%  |
| RSA Security | 798,753.00   | 19.37%  |
| Adobe        | 366,328.00   | 8.88%   |
| IBM          | 245,778.00   | 5.96%   |
| Libera       | 220,933.00   | 5.35%   |
| Other        | 1,161,857.67 | 28.20%  |



| Manufacturer   | Revenue      | % Spend |
|----------------|--------------|---------|
| Microsoft      | 5,286,831.24 | 55.76%  |
| VMware         | 1,763,506.64 | 18.60%  |
| RSA Security   | 396,860.00   | 4.18%   |
| McAfee         | 340,768.00   | 3.59%   |
| Citrix Systems | 164,102.00   | 1.73%   |
| Other          | 1,528,206.45 | 16.14%  |



| Manufacturer | Revenue      | % Spend |
|--------------|--------------|---------|
| Microsoft    | 930,272.06   | 29.05%  |
| RSA Security | 517,072.00   | 16.14%  |
| Adobe        | 366,328.00   | 11.44%  |
| IBM          | 233,902.00   | 7.30%   |
| Libera       | 136,924.00   | 4.27%   |
| Other        | 1,017,606.67 | 31.80%  |



| Manufacturer   | Revenue      | % Spend |
|----------------|--------------|---------|
| Microsoft      | 3,990,028.24 | 52.31%  |
| VMware         | 1,763,506.64 | 23.12%  |
| McAfee         | 256,500.00   | 3.36%   |
| Libera         | 134,424.00   | 1.76%   |
| Citrix Systems | 133,050.00   | 1.74%   |
| Other          |              |         |

### Top Products by Spend

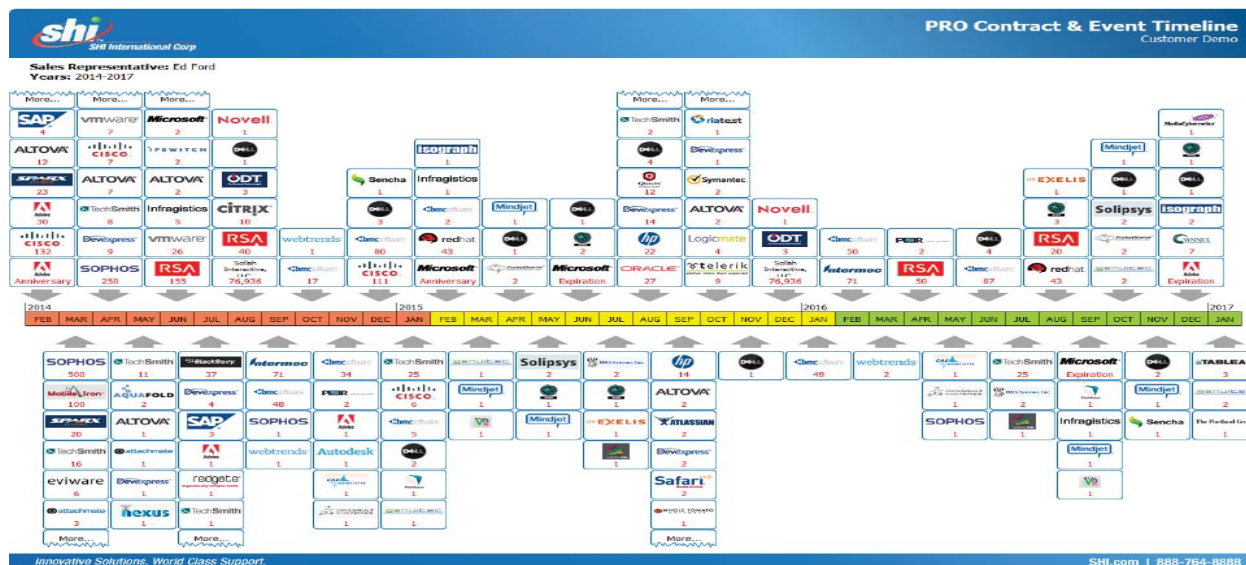
| Manufacturer | Manufacturer Part # | Description                                                                                                                                                                                     | Qty   | Revenue     | % Spend |
|--------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------|---------|
| Microsoft    | UTS-00008           | Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription - All Languages                                                                                 | 8,500 | \$X,XXX,XXX | 31.17%  |
| Microsoft    | NPN-MICRO-PREMI     | Microsoft Premier Support Services                                                                                                                                                              | 1     | \$XXX,XXX   | 8.69%   |
| Adobe        | 1st Term Year       | 12month Term License and M&S for 2 CPU's of LiveCycle Forms, Output, PDF Generator,                                                                                                             | 1     | \$XXX,XXX   | 8.04%   |
| RSA Security | PS_CUS_ARC_RSDNT    | Hours of Archer Professional Services Resources to do the Architecture, Design & Implementation                                                                                                 | 1,198 | \$XXX,XXX   | 6.45%   |
| Microsoft    | USJ-00028           | Microsoft Enterprise CAL Suite Bridge for Office 365 - Step-up license & software assurance - 1 user CAL - upgrade from Core CAL Suite Bridge for Office 365 - Enterprise - Win - All Languages | 8,500 | \$XXX,XXX   | 4.53%   |

## 6.6. How maintenance support is to be made available.

### SHI Response:

All maintenance support available through SHI from the Software Publishers is included within SHI's product catalog. Depending upon the publisher, the maintenance support may be bundled with the license or may be purchased separately. When a customer has questions about how to purchase the maintenance support or what is covered in the purchase, SHI's Inside Account Managers understand these programs and provide assistance.

SHI then tracks the maintenance purchase in our order entry system. In addition to the standard information captured for all purchases, SHI captures the maintenance expiration date. SHI uses this information to provide the renewal timeline on SHI.COM and renewal reports. The following is a sample of the renewal timeline:



## 6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

### SHI Response:

At SHI, we understand that purchasing the right products at the right price is important, and of course we strive to assist our customers with selecting the best products to address their needs and helping them to acquire those products efficiently and economically. But we understand the customer's experience with their products doesn't end there, and so our involvement doesn't end there either. In order to help our customers to truly achieve best value from their IT spend, we want to support our customers in fully adopting that technology as well. As depicted on the graphic below, each of these elements are critical to understanding our customers' vision and helping them obtain best value. We regularly assist NASPO ValuePoint customers with their installation and use of products by ensuring that they receive any necessary key codes and licensing and installation information, and we also help our customers to engage with our publisher partners to discuss relevant Case Studies and best practices for product use. For customers who require additional assistance for complex use cases, SHI also provides additional fee-based services for deployment and support.



SHI strives to help our customers achieve best value from all their software purchases. Toward that end:

- SHI provides pre-sales support teams to assist our customers with their licensing strategy and the design of the solutions that address their specific needs. SHI remains vendor agnostic in our pre-sales support, ensuring the customer is always receiving the solution that best meets their needs, rather than the needs of an individual Publisher.
- SHI's teams are available to assist with the selection of the product, licensing models, and the transaction process. In most cases, the software is available for download directly from the Publishers' web sites. SHI's Software & Licensing Specialists are available to assist customers through the process and navigating the Publisher sites.
- SHI supports our customers initiatives around deployment planning, product training (classroom or computer based), and post-sales support options. Many of these services are fee-based and the SHI Account Executive will assist the customer with understanding their options.

7 A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

## SHI Response:

As described throughout this proposal, SHI has many resources in place to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is much more involved in successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, which can leave a customer with the burden and expense of putting resources in place to manage their license programs. SHI offers resources to relieve our customers of that burden and expense.

SHI's goal is to allow our customers to realize the benefits and cost savings from software license agreements without having to change their internal processes and/or workflow. SHI helps our customers to compile information from any pre-existing license agreements, along with the requirements of any new license programs, to establish a single source of information and minimize your license tracking requirements. SHI also helps our customers to integrate the requirements of the

Publisher's Licensing Agreements with their existing procurement process to maximize the benefits.

SHI stands apart from other software resellers as the Number One enterprise software advisor to the world's largest organizations with the most complex IT environments. Our success has been based on the resources we have allocated to software license program management, in support of both our customer relationships and our publisher relationships. Furthermore, SHI offers a wide range of tools and services designed to ease the management of license purchases and deployments. Our focus starts with ensuring that each customer is educated on all the options available, and continues all the way through to the Asset Management Tools that allow our customers to manage those intangible assets throughout their organization.

**Assisting Customers Through this Complex Process**—The SHI Account Executives have the expertise, the public sector experience, and the internal resources necessary to evaluate a customer's existing system and application environment to provide an analysis of their licensing options. SHI Account Executives work closely with the Participating States to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. These efforts, combined with realistic forecasts, assist each customer with comparing the various options available and the savings realized by executing the identified Volume License Agreement.

Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist the Account Executives in recommending and supporting their customers' licensing agreements. They work closely with our software partners to understand the ins and outs of their complex volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. SHI Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of the SHI Account Team and SHI customers with questions regarding software Volume Licensing Agreements. **To give you an idea of the breadth of experience within our Licensing Department, we are providing a list of licensing resources available to support this contract as an attachment to this document (ATTACHMENT B\_Methodology\_SHI\_Software and Licensing Team.xlsx).**

In short, SHI understands that enterprise licensing agreements can be quite complex – but these agreements also provide significant benefits in terms of cost savings and reduced administration costs. The SHI Account Team endeavors to simplify the process for our customers, while ensuring that they receive maximum benefits from the agreements.

- 7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

#### **SHI Response:**

There are two types of scenarios in which we would need to transition a group of customers from an account manager with whom they built a relationship to an account manager who is new to them:

One scenario is if SHI has earned a new contract, and we helping a customer to transition to SHI from another reseller. SHI has a great deal of successful experience transitioning customers to our organization, and we have an implementation plan that will make the process as seamless as possible. SHI had the opportunity to work with a large number of NASPO ValuePoint SVAR customers to transition them to SHI when the term of the current SVAR contract first began. Any of our current SVAR references could provide input on their experience with this transition. And because we already have accounts and ordering processes established with these customers, the implementation of the new contract will be seamless.

Another scenario during which SHI would need to transition customers to a new account manager would be for current SHI customers who are transitioning from one SHI Account Executive to a new SHI Account Executive. Because the tenure of SHI's field sales team is so high, we do not have much turnover. Most current NASPO ValuePoint SVAR customers have worked with the same SHI Field Account Executive throughout the contract term. However, we do occasionally need to transition a customer. At times, we add new members to our sales team to ensure that our current team members maintain enough bandwidth to serve our customers proactively, and this sometimes requires a transition.

One way that we ensure a smooth transition is by providing our customers an Account Team approach. Our customers at SHI have access to both a field Account Executive and an Inside Sales team. There are multiple people who are familiar with each customer and understand the customer's needs and processes. We also document our customers' needs within our internal systems. These things ensure continuity during absences and vacations, as well as at a time of transition.

Regardless for the reason for the transition, there are steps we take to ensure that process is smooth:



- 1) Hold an introductory meeting to understand the key contacts/roles within the customer and how they are organized
- 2) Introduce SHI key contacts – inside and outside team and ensure customer has up to date contact information and understands who to contact for specific requests
- 3) Discuss current processes and best practices
- 4) Understand the customer's goals and vision, and what are they trying to accomplish in the next 3-5 years so we can begin (or continue) to bring appropriate solutions together
- 5) Conduct ongoing health checks to ensure that the customer is getting the best service and gaining efficiencies where possible

Here is what one current SVAR customer has to say about his organization's experience when transitioning to SHI from a previous reseller:

*"In September 2011, the City of Phoenix adopted the State of Arizona Software Value Added Reseller contract with SHI. Thanks to the hard work by the account manager and her inside sales team, the transition from the previous supplier to SHI was seamless. SHI has been a great partner to the City during the last four years."*

- Larry Jue, Senior Buyer, City of Phoenix

#### 7.2.1 How do you ensure that all of the customers' needs are met?

##### **SHI Response:**

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular communication with our customers. SHI Account Executives meet with the Participating States and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

SHI encourages and actively solicits customer feedback. Our Director of Quality collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under the current NASPO ValuePoint SVAR agreement. SHI holds the most Participating Addenda and has achieved the most volume under the contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

Here is what one SHI customer has to say about SHI's ability to meet his organization's needs under the current SVAR contract:

*"I am writing this letter to recommend SHI as a value added reseller of Software for the State of Arizona. I worked as an IT infrastructure manager for the Department of Corrections for six years and have been working at the City of Phoenix the past three years. I can attest that during my career in Information Technology I have never worked with a vendor that was more responsive and provided better customer service than SHI. When a quote was needed for software, SHI always provided timely service and never left us waiting. In addition SHI would contact and meet with our teams to make sure the needs of our organization were being met. When help was needed reconciling licensing SHI was accommodating and quick to help by providing useful reports. SHI is a great resource and truly an exceptional partner. I wholeheartedly recommend their services."*

-John Ryan, City of Phoenix Information Technology Services

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

**SHI Response:**

SHI understands how important it is for our customers to receive support from a representative who has the proper training and resources to best serve you. At SHI, the Account Executives who support the Participating States are solely dedicated to supporting Public Sector customers, and each has access to a wealth of resources within SHI and our publisher community. SHI Account Executives have the training, knowledge, experience, and resources needed to support the unique needs of government and education accounts. SHI offers on-going training to the members of the Account Teams in order to ensure we are providing the highest level of customer service to all of our customers. We describe our initial and ongoing training below.

**SHI Account Executives –**

**Initial Training**

All new SHI Account Executives are brought to our headquarters in Somerset, NJ for an orientation. During this time, the Account Executives meet the support personnel who are available to assist them in supporting the customers' requirements, and they learn the tools that SHI provides for supporting customers, such as quoting tools, catalog management, e-procurement, etc. In addition, the Account Executive learns detailed information about SHI's mission, our unique capabilities, and the services that we provide. Each Account Executive is supported by a Regional Director who works exclusively with Public Sector and has significant experience with Public Sector contracts.

**On-going Training**

- Annually, SHI holds a sales conference and all Account Executives are required to attend. During this time, the Account Executives receive refresher training and learn the new tools and services that SHI will be introducing. At this event, we also hold orientation sessions with key publisher partners, who provide product and program training, so the Account Executives have a current understanding of the products they sell.
- SHI Account Teams also attend quarterly Regional Huddles, and monthly Regional Team Calls, to ensure that we are staying up to date and sharing new ideas and best practices across all States.
- Bi-Weekly Public Sector Conference Calls—All Account Executives attend a conference call twice per month. One call is vertical-specific (i.e. State and Local, Higher Education or K-12) to help our sales team to best address the needs specific to each customer's market, and the other is a general Public Sector call where they learn the latest about Publisher programs and products as well as being updated on internal SHI resources that have been added or changed.
- Web Conferences—as needed, our manufacturer partners or SHI's Product Champions will host an internal web conference to train our representatives on their products, procurement programs, new releases and upgrades, and their technology.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

**SHI Response:**

SHI is proud to be a NASPO ValuePoint SVAR contract holder, and we have the privilege of working with many Participating States currently. We understand the value of this contract and the importance of supporting the current contract users, as well as bringing on new participants. Whether a customer is new to the contract, or a long-time participant, SHI offers various methods to educate our customers on the use of this contract and how to obtain best value from it.

SHI understands the importance of providing ongoing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training

sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.

- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.

#### SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. Below, we would like to highlight a few additional services which our customers find especially valuable. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

| Value-Added Service                                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Free or Fee-Based |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Software Expertise and Advice                                  | SHI's dedicated Public Sector sales team has the experience and resources to provide our customers with the information and advice they need to make the right decisions for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.                                                                                                                                                                                       | Free              |
| Pre-Sales Support-Licensing Team                               | The members of SHI's Software Licensing Team provide support around our customers' licensing needs, ensuring they are maximizing the benefits of their volume license agreements.                                                                                                                                                                                                                                                                                                                   | Free              |
| Contract Training and Education, and Customer Business Reviews | The range of software options can be complex and overwhelming, and the available products and buying alternatives change frequently. SHI provides initial and ongoing training and communications to help our customers to use the contract effectively and make smart choices for their software spend.                                                                                                                                                                                            | Free              |
| Negotiation Assistance                                         | SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our unparalleled experience with Public Sector customers gives us keen insight into the range of available software options for customers across the country. We leverage these things to help our customers negotiate favorable pricing and terms.                                                                                                                                                  | Free              |
| License Tracking and Reporting, and Renewals Management        | SHI's involvement does not end when we process a software transaction. We partner with our customers throughout the contract term to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance.                                                                                                                                                                                                                                                     | Free              |
| FinePrint                                                      | Through SHI's Fine Print Service, our customers can review a set of publicly available EULAs on our web site (from <a href="http://www.shi.com">www.shi.com</a> , click on: My Account > Tools and Reports > Fine Print). Fine Print is a contract management and indexing system that organizes agreements by separating contract text into standardized clause types and Identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format. | Free              |



|                             |                                                                                                                                                                                                                                                                                                                                     |                                                                 |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Software Solutions Services | Our Solutions team will help you to identify the right software tools and technology, and then (if desired) execute the implementation of in-scope services so that you can focus on your business. Our services help accelerate your time to productivity and value – so that you can deliver results to your organization sooner. | Free or fee-based, depending upon the scope of the requirements |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

**8. Explain how your Company will:**

**8.1 Retain publisher certification levels and improve on them.**

**SHI Response:**

SHI is a top tier reseller for the publishers included within this RFP. We have met or exceeded the publishers' certification requirements during the current SVAR term, and we will continue to do so over the term of the next agreement as well. As evidence of our certifications and commitment to partnering with the publisher community in support of the SVAR agreement, SHI is providing letters of authorization for the key itemized publishers (**ATTACHMENT B\_Methodology\_SHI\_Letters of Authorization.pdf**), a listing of SHI's major Publishers and our authorization/certification level with each (**ATTACHMENT B\_Methodology\_SHI\_Reseller Certification.docx**), as well as a sample report of publishers represented under the contract over the last calendar quarter of the contract (**ATTACHMENT B\_Methodology\_SHI\_Represented Publishers.xlsx**). SHI's product catalog contains a vast number of Software Publishers and Hardware Manufacturers—more than 15,000 at present time. We would be pleased to provide you with information regarding our authorization level and capabilities around any publisher you request.

**8.2 Work to reduce costs to obtain publisher products?**

**SHI Response:**

SHI has earned top-tier status with the major software publishers, which means that we have access to highly discounted pricing levels. In addition, we regularly communicate with our customers and with our publisher partners to identify opportunities for even further savings. Here are just a few ways in which we regularly reduce costs and save our customers money for their software needs:

- Review purchasing alternatives such as subscription vs. perpetual, and on-prem vs. SaaS, to help our customers identify potential cost savings
- Request special pricing for Government or Education customers – sometimes reduced costs are available for customers once SHI demonstrates their Public Sector status
- Monitor promotions and temporary discounts, and help our customers to time their purchases so that they can take advantage of these cost savings
- Track customer spending and trends, and proactively work with publishers to negotiate volume discounts based on transactions and/or cumulative spend
- Understand, analyze, and present our customers with Volume License Agreement options which will reduce costs
- Leverage our license tracking and reporting to help our customers understand the quantities in which they need to purchase; often customers spend more than they need to in order to be sure of compliance, and we can help reduce costs by verifying proper licensing
- With the visibility of our PRO timeline for renewal management, SHI can identify opportunities to consolidate and co-term purchases to reduce customers' costs

**8.3 How does your Company respond to customer complaints and service issues?**

**SHI Response:**

SHI is committed to providing high quality customer service and support. The Account Teams are available during normal business hours, with emergency coverage also provided by the Account Executives and the Regional Directors.

By empowering the Account Teams to manage all aspects of customer service and to resolve issues, SHI provides a simple,

streamlined, and effective escalation path. Most issues are resolved without the need for escalation outside the Account Team. However, all members of the SHI team will welcome escalation and feedback at any time.

#### 8.4 What is your Company's escalation process?

##### SHI Response:

Customers are invited to engage any member of the SHI team to escalate a concern. When a customer is looking for guidance on the best way to escalate a potential concern, our recommended escalation process is as follows.

| Escalation Point                       | Responsibilities                                                                                                                                                                      | Response Time                                                                                  |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Inside Account Managers                | Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.                                          | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Account Executives                     | Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies. | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Inside Sales Manager                   | Responsible for the management of the daily activities of the Inside Account Managers                                                                                                 | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Director of Inside Sales               | Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI                                                                                  | Within 8 business hours with either status or resolution.                                      |
| Regional Director, Public Sector Sales | Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.                                        | Within 8 business hours with either status or resolution                                       |
| Senior Director of Public Sector Sales | Executive authority to approve terms and resolve issues.                                                                                                                              | Within 8 business hours with either status or resolution                                       |

## 9. Problem Resolution

- 9.1 **Scenario 1:** Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

##### SHI Response:

In 2012, SHI had the opportunity to work with Citizens Property Insurance in Florida for various projects, including their HP needs. SHI made an error in our shipping and actually sent a number of products earlier than the customer had anticipated. This disrupted the operations of Citizens Property Insurance so significantly that they decided to move their HP business away from SHI. This proved to be an important learning experience for SHI, because we discovered that at that time we were not familiar enough with this customer's mission, or aware enough of the tight timeframe in which they needed to operate.

Citizens Property Insurance deals with disasters in the State of Florida, and their business is highly cyclical and yet very difficult to predict. Some aspects of their operation lie dormant during parts of the year, but require substantial resources at other parts of the year, such as during hurricane season. As a result, they require vendor responses to be extremely fast, and they need access to product deliveries in a very narrow window of time. For example, they may expand their organization by 1,300 or 1,400 temporary staff members during times of hurricane activity. They need any IT deliveries for that supplemental staff to be delivered on time – not too late and (as we learned) not too early.

SHI has made a couple significant advancements in our mindset and our approach since we encountered this challenge in 2012. One advancement is that we now make it a priority, organization-wide, to better understand our customers' missions. SHI has always taken pride in our transactional efficiency, but we recognize that providing best value to our customers means so much more than just delivering products quickly or at the lowest cost.

Another advancement that we have made is in our ability to better customize a customer's experience to help them realize the most benefits from their partnership with SHI. For Citizens Property Insurance, we realized that the nature of their business means they

simply cannot afford any surprises in their order and delivery schedule. In certain situations like this, we now have the ability to assign a project manager to closely manage all details of the customer's experience working with SHI. We are currently in the process of designing a custom solution to offer Citizens Property Insurance that will include a project manager, and – depending on volume – perhaps a full-time SHI representative who will be based on-site at the customer location. We are hopeful that, with these changes in mindset and approach, we will have another opportunity in the future to work with Citizens Property Insurance for their HP needs.

With the volume of business that SHI handles, there are times when errors or misunderstandings occur. We make every effort to maintain a very low rate of errors and to act quickly when an error does occur. While SHI never wants to lose the opportunity to serve a customer, we try to take advantage of every opportunity to learn and grow as a partner for our customers. SHI is proud of the advancements that we have made, and continue to make, in helping our customers to achieve their mission. Far from just being a transactional reseller, SHI strives to help all of our customers identify the right products to address their needs, acquire those products in the manner that makes sense for their unique requirements, and successfully adopt the technology they have acquired.

**9.2 Scenario 2:** Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

### **SHI Response:**

In the spring and summer of 2015, SHI had been working closely with the Oregon Department of Human Services and Oregon Health Authority on their MAGI Project to build an ACA solution that would replace the previously implemented Cover Oregon. Over the course of a few months, the SHI team worked with DHS/OHA, Deloitte, and various publishers to make sure that the software needed to make the project successful was licensed and priced appropriately, while also ensuring everything could be fully delivered prior to the end of June. Many quotes saw numerous iterations as they were fine-tuned, and there were multiple extensions of the quotes' expiration dates as talks went on. One such Ipswitch quote that needed to be updated and extended was requested through Ipswitch's distribution partner. It was on this quote that the distributor accidentally misplaced a decimal point, which would amount to a very costly mistake.

Unfortunately, SHI did not immediately catch the error on the quote that we had received from Ipswitch's distribution partner, and we quoted DHS/OHA based on the new, much lower quote we had just received. DHS/OHA placed their order with us and we placed ours with distribution, who eventually kicked it back due to a major pricing discrepancy – the new quote that had totaled roughly \$29,000 should have actually been almost \$58,000. By the time SHI was made aware of the discrepancy, DHS/OHA was already in desperate need of the Ipswitch software so that they could keep the project on schedule and utilize the funds that had been earmarked for that purchase.

Distribution refused to absorb the loss as they said SHI should have recognized the error before sending the quote to DHS/OHA. Taking the financial burden of the additional \$29,000 difference was out of the question for DHS/OHA. Ipswitch did not want to discount further as the error did not originate with them. SHI was caught in the middle, since the original error was not ours, but we certainly knew it was not the customer's responsibility to come up with additional funding. As SHI brainstormed solutions and pursued various routes to rectify the issue, precious hours and days were slipping by, leaving the customer more frustrated with every lost minute. Eventually, DHS/OHA offered to pay a portion of the difference. Knowing this was not the customer's fault and that accepting their offer would only damage our relationship, we did not accept.

With all other options exhausted, SHI escalated the issue high enough within our company that we could leverage the potential loss of SHI's relationship and purchasing power to force the distributor into accepting our order at the misquoted \$28K. We worked with the distributor and Ipswitch to ensure that the order was then processed and expedited through everyone's systems. The license keys and download links were delivered to DHS/OHA in enough time so as not to negatively impact their project timeline or budget. Our communication with all parties, problem-resolution skills, and status in the industry all culminated in the customer receiving the software on-time and at half the cost, turning a potentially dire situation around, and restoring the solid relationship we had been building up until that moment. To this day, SHI and DHS/OHA still work side-by-side on a daily basis. They remain SHI's largest customer in Oregon, and they have indicated that SHI continues to be one of their most trusted partners.

SHI places a great deal of value on the relationships that we hold with our customers and our suppliers. We understand that during large, complicated projects with multiple iterations, sometimes errors can occur. Our commitment is to always address any such errors promptly and courteously, and with the customer's mission in mind. One change that we implemented as a result of the situation described above is to add internal checks and balances when dealing with multiple iterations of the same quote. This ensures that we always know which version is most current and better enables us to immediately identify any significant changes in the quote value, giving us the opportunity to verify the accuracy within the information we receive from our publishers and their authorized distributors prior to putting anything in front of the customer. In addition, immediately upon becoming aware of this issue,

the SHI Account Executive for the State of Oregon implemented a regular status check with the customer to go over all open issues on the project until they were wrapped up to the customer's satisfaction. These changes are consistent with SHI's continuing commitment to helping our customers achieve their mission – a commitment that we intend to uphold for all customers under the new SVAR agreement.

## **10. Product Return Process**

Describe the proposed product return process in the following situations:

- 10.1 **Scenario 1:** Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

### **SHI Response:**

Upon discovery that the wrong product has been ordered, the Authorized Purchaser may contact their Inside Account Manager at SHI to request the return. Provided the product is within the manufacturer's return policy, we will issue the return authorization. If the product is non-returnable, but it is a standard/stocked item, SHI will accept the return from the AP. We also will negotiate with the manufacturer on behalf of the customer and make every effort to obtain a return exception, as necessary.

SHI does not impose restocking fees; however, if a fee is charged to SHI from the manufacturer, we will pass that through to the customer.

- 10.2 **Scenario 2:** Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

### **SHI Response:**

To remedy this situation, the Authorized Purchaser need only notify SHI within 30 calendar days of receipt of incorrect shipment. The Inside Account Manager will issue the return authorization and will process a replacement order for the correct order to be expedited to the AP. Since this scenario is not the result of an AP error, but rather an order entry or shipping error made by SHI or a software publisher or distributor, naturally the AP would not be responsible for any fees. Please note also that even if the error is caught more than 30 days after receipt, SHI will make every effort to work with the software publisher or distributor on the AP's behalf to facilitate a return.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

### **SHI Response:**

As described in this proposal, SHI regularly conducts meetings with contract users and Participating States to review purchasing trends and identify areas for cost savings. We would welcome the opportunity to meet quarterly with the LSCA and each PSCA to conduct a review of sales volumes, trends, and savings that have been achieved or which we plan to achieve by implementing new programs. Since not all publishers provide meaningful list prices, we believe the best measure of savings under new programs will be observed by comparing prior spend and benefits with new spend and benefit levels.

SHI also looks forward to meeting with the LSCA and the Sourcing Team each year. We have taken these meetings seriously over the term of the current contract and used them as an opportunity to analyze the contract status, understand LSCA and Sourcing Team priorities, and look for ways to enhance our performance under the contract even further. We agree to perform customer satisfaction surveys and self-audits prior to the annual meetings, and we welcome feedback from the LSCA and the Sourcing Team as well.

SHI places great value on our partnership with NASPO ValuePoint, the LSCA, the Sourcing Team, and each Participating State. We would be honored to continue this partnership, and to continue to derive even greater benefits on your behalf, over the next contract term.



# Order Confirmation

SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

Sales order S325 5 7  
Order date 5/ /2015  
Customer Account 10237  
Customer PO ADSPO11-007500:35 9  
Customer Reference  
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk  
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To  
evin Lawler  
A Dept of Administration  
100 N. 15th Ave  
Suite 202  
Phoenix, A 85007  
nited States

Ship To  
STATE PROC REMENT O ICE  
ISD  
100 N. 15th Ave  
Suite 00  
Phoenix, A 85007  
nited States  
ADSPO11-007500:35 9/ evin Lawl

| Item No.<br>Mfg Part No.                     | Description                                                                                                                                                          | Qty<br>Ordered | Unit<br>Price | Extended<br>Price |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|-------------------|
| 277 9 79<br>P73-0 309<br>MICROSO T<br>SELECT | WinSvrStd 2012R2 SNGL M L 2Proc<br>2012 R2 Windows - Multiple Windows Platform Single<br>Language Software<br>Contract number: ADSPO11-007500<br>Country of sage: SA | 38             | 57 .00        | 21,888.00         |

uote: 95793 7

|               |           |
|---------------|-----------|
| Sales Balance | 21,888.00 |
| Freight       | 0.00      |
| Recycling Fee | 0.00      |
| Sales Tax     | 1,81 .71  |
| Total         | 23,704.71 |
| Currency      | USD       |

\* This Is Not An Invoice \*  
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

## **SAMPLE OF SOFTWARE PUBLISHERS PROVIDED BY SHI TO CURRENT SVAR CUSTOMERS UNDER THE CURRENT CONTRACT TERM**

*This is not intended to be a comprehensive list, but rather a representative sample of actual Software Publishers whose products SHI has supplied under the current contract. We will continue to supply any and all software that SVAR customers request, and that Software Publishers are willing to offer via resellers. We will research and source new Software Publishers and new products under this contract throughout the contract term, to ensure maximum contract value and ease of use for Contract Users.*

1E

2BrightSparks

4D

Abacus Data Systems

ABBYY Software House

AbleBits

Abrosoft

Absolute Software

Accellion

Access Data

Accusoft Pegasus

Accuvant

AccuZIP

ACDI

Acer

ACL

ACL Services

ACL SERVICES LTD

Acresso Software

Acro Software

Acronis Software

AcrossSoft

ActiGraph

Actionable Intelligence Technologies, Inc.

activePDF

ActiveState

ActSoft

Actuate

Acunetix

Adept Computer Solutions

ADInstruments

Adiscon

Adlib Software

Admin Arsenal

Adobe

Advanced Global Systems

Aerohive Networks

Affixa

Agate Software  
Agilaire  
Agilent Technologies  
AgiSoft  
AGS Ltd.  
Ai Squared  
AINS, Inc.  
AirMagnet  
AirServer  
AirWatch  
Akamai  
AKVIS  
Alfred Publishing  
AlgoSec  
Alicat Scientific, Inc.  
AlienVault  
ALK Technologies  
Alliance Enterprises  
Allround Automations  
Alpha Card  
Alpha Software  
Alsoft  
Altaro  
Alternative Technologies  
Alteryx  
Altima Technologies  
Altova  
Altrinsic Solutions  
amCharts  
AM-Microsoft  
Ampad  
Amrein Engineering  
Analytic Technologies  
Andrews Technology  
ANSYS  
Antenna House  
Anylogic  
ApexSQL Software  
AppAssure Software  
AppDynamics, Inc.  
Apple  
Applied Biomathematics  
Appriss  
Appsense Technologies  
Aptean  
Apycom Software  
Aqua Connect



Aquaveo  
Araxis  
Arbutus  
Archetonomy, LLC  
Argent Software  
Ariett  
Arrow Enterprise Computing Solutions  
Articulate Global  
ARX Inc.  
ASG  
ASG Software Solutions  
Ashisoft  
Aspose  
Asprise  
AssetWorks  
Associated Press  
Astute Graphics  
A-T Solutions  
Atalasoft  
Athena Computer Power Corporation  
Atlas Business Solutions  
Atlas TI  
Atlassian  
A-TSolutions  
Attachmate  
Audience Resonse Systems  
Audimation Services  
AudioCodes  
August Tenth Systems  
Auresoft  
AutoCoder  
Autodesk  
Automic  
AVADA  
Avangate  
Avanquest Software  
Avanstar  
Avante Solutions, Inc.  
Avantstar  
Avenza Systems  
AvePoint  
AVG Technologies  
AVID  
Avid Technology  
Avocent  
Avoka  
Avolve Software

Aware, Inc.  
Awareness Technologies  
Axceler  
Axiom  
Axis Communications  
Axle Video LLC  
Axosoft  
Axure Software Solutions  
Axway  
AXWAY INC  
B2Gnow  
Backbone Communications  
Balesio  
Balsamiq Studios  
Barracuda Networks  
Baystate Consulting  
Beacon Application Services Corp  
BeezWax  
BeLight Software  
Ben Software  
Benthic Software  
Bentley Systems  
Berichthaus Software  
Best Practical Solutions  
BeyondTrust Software  
Big Bang LLC  
Bind Tuning  
Biner AB  
Biomatters  
Biosoft  
Birch Grove Software, Inc.  
Biscom  
Bitdefender  
Bitvise  
Black Ice Software  
BlackBag Technologies  
BlackBerry  
Blackboard  
Blanco  
Blue Marble  
Bluebeam Software  
Bluesnap  
BlueStripe Software, Inc.  
BMC Software  
Boinx Software  
Bombich Software, Inc.  
Bomgar

Bosch Group  
Box  
Bradford Networks  
Brady  
BrainStorm  
BrightWork  
Brocade Communications Systems  
Brooks Internet Software  
Browserstack  
Burstek  
Business Management Systems  
ByteScout  
C2C Systems  
CA Technologies  
CadSoft Computer  
Caliper Corporation  
Campbell Scientific  
CampusCE  
Capital Software Inc  
Carahsoft Technology Corp.  
Carahsoft-Adobe  
Cardinal Systems  
Carlson Software  
Cassidian  
Castelle  
Catalogic Software Inc.  
Catch Intelligence  
CBT Nuggets  
CBTClips.com  
Cell Trust  
Cellebrite  
Cellebrite USA, Inc.  
Centrify  
Centurion Technologies  
Century Software  
Cenzic  
Cerberus  
Cerebrata  
ceTe Software  
CGTech  
Check Point Software Technologies  
Checkpoint Systems, Inc.  
Cherwell  
Chevin Fleet Solutions  
Chicago Soft Ltd.  
Chicago-Soft  
Ci Technologies, Inc.

Ci Techonologies, Inc.  
Circle Systems  
CIRCLE SYSTEMS INC.  
Cireson  
Cisco Systems  
Citilabs  
Citrix Systems  
Citrix Systems-IBM  
Civiltech Software  
Classapps.Com  
CLC BIO  
Clearpicture  
Cleverbridge  
Click Studios  
Cloud Nine Solutions  
Cloud TC  
Cloud9  
CloudFlare  
Clover Technologies Group  
CMMS Data Group  
CoCENTRIX  
Cocobolo Software  
Code42 Software  
CodeSmith Tools  
CodeWeavers  
Codework  
Cogniview  
Collabion  
CollabNet  
Collaboris  
Collegesource  
Columbitech  
Column Technologies, Inc.  
ComFit Learning LLC  
CommVault Systems  
ComponentOne  
ComponentSource  
Computer & Structures, Inc.  
Computer Lab Solutions  
Computer Systems Odessa  
Compuware  
COMSOL  
Conduviv Technologies  
CONNEX Solutions  
Constant Contact  
ContentWatch  
ContextMagic

Continental Imaging and Tech  
Control Point  
ConvergePoint  
Converter Technology  
Copernic Technologies  
Core Security Technologies  
Core Tech  
Corel  
Correlog  
Cortada  
Corticon Technologies  
Corwin Press  
Cosign by Arx  
CozyRoc  
CPL Systems  
Cranel Imaging  
Creditron  
Crosscheck Networks  
Crown Pointe Technologies  
CrushFTP  
Crypton Computers Ltd.  
CyberArk  
Cyber-Ark Software  
Cyber-Ark Software, Ltd.  
CyberLink  
CyberPatrol  
CyberScrub  
CyberTeams  
Cycling 74  
D3 Secruity  
Dancing Dots  
DASSAULT SYSTEM  
Data East  
Databank IMX  
Datacard Group  
Datachem Software  
DataCore Software  
Datamation  
Datanamic  
Datawatch  
DB Solo  
dBase  
Debenu  
DecisionPro, Inc  
Dedoose  
Deep Freeze  
Delcam

Dell  
DeLorme  
Design Science  
Devart  
Developer Express  
Devolutions  
DHI  
DigiCert  
Digital Airware  
Digital Intelligence  
Digital River  
Digital WarRoom  
DigitalPersona  
Diligent  
Distinct  
Divergent Media, Inc.  
Dlt Solutions  
DME Forensics  
DNN Corp  
DocuSign  
Dolphin Computer  
DotNetNuke  
Dovestones Software Ltd  
dtSearch  
Dubmenow, Inc.  
Duxbury Systems  
Dyn  
Dynamsoft Corporation  
E. Crane Computing  
Easeus  
EasyLobby  
EasyTools  
Easyvista, Inc.  
EazyDraw  
eCivis  
ECNetworks  
Econ Technologies  
ECOPRINTQ  
Editor Software  
Editplus  
EDS  
eEye Digital Security  
Effective Agile Development, LLC  
EFI Electronics  
Egress Software Technologies Ltd  
Ej-technologies GmbH  
Ekahau

Ektron  
ElcomSoft  
eLearning Force  
eLearningArt  
Elixir  
Elsinore Technologies, Inc.  
EMA Design Automation  
Embarcadero Technologies  
EMC  
Emco Software  
Emergent Systems Exchange  
Emerson Electric  
EMS Database Management Solutions  
Encase  
enChoice  
Encore Software  
Encryptomatic, LLC.  
EnergyCAP  
Enfocus Software  
Ensoft, Inc.  
Enterprise Networks Solutions  
Entrinsik  
Entrust  
EnviroSim Associates Ltd  
Envoy Data  
Ephox Corporation  
Eplus  
Ericom Software  
ERP Accessories, LLC  
eSchool Solutions, LLC  
ESET  
Esi 911  
ESi Acquisition  
Esker Software  
Estima  
Evanced Solutions  
Everbridge  
Evermap Company  
EViews  
EVO PDF  
ExactSolutions  
ExclamationSoft  
Executive Information Systems  
Exelis Visual Information Solutions  
Exepron  
EXP Systems  
Experian QAS



Express Metrix  
Extensis  
Extensis Corporation-acad  
Extrahop  
Extreme Networks  
F5 Networks  
FabulaTech  
Famatech  
Faronics  
Faster Asset Solutions  
FastReports  
FastSpring  
FaxBack  
Fdr Innovations  
Febooti software  
Fernico  
Fiberlink Communications  
FileHold  
FileMaker  
FilmLight  
FireEye  
FishNet Security  
Flexera Software  
Flexsim  
FLO-2D Software, Inc.  
FluidSurveys  
Fluke  
FMS  
Follett Software Company  
Fonts.Com  
ForensiT  
Formsoft  
Formulasoft  
Fortify Services  
Fortinet  
Fortres Grand  
Foxit Software  
Freedom Scientific  
FSPro Labs  
Fujitsu  
Fusion Charts  
FutureSoft  
GameSalad  
Gaming Informatics  
GAMS Development Corporation  
Gehry Technologies  
Gentleware

Genuitec  
Genus Technologies  
Geofeedia  
Geo-Slope  
GeoTrust  
Geowise  
GFI Business Solutions  
GFI Software  
GIGATRAK  
GL Solutions  
Gleim  
Global Classroom, Inc.  
Global Knowledge  
Globalcerts  
GlobalSCAPE  
Globalsign, Inc.  
GLOBO MOBILE  
Go2Group  
GoCanvas  
Golden Software  
Good Technology  
Google  
goQ  
GovDelivery, Inc.  
Goya  
GPS Heroes  
Gps Navigation For Pdas  
Grahl Software  
Granicus  
Graphon Corp.  
GraphPad Software  
Gravic  
Gravic, Inc.  
GreyHeller  
GroupLink  
Gt Software, Inc.  
Guidance Software  
Guidebook  
GuideK12  
Gupta  
Gurock Software GmbH  
GWAVA  
Gwava, Inc.  
Harbinger Group  
Harte-Hanks, Inc.  
Hdi  
HDRsoft

HDS  
Health Financial Systems  
HeathLandscape  
Helicon Soft Ltd  
HELIOS Software Solutions  
helpIT systems, inc  
Helpstar  
Hemoco  
Heritage  
Hewlett Packard  
HiBase Group  
HID Global  
Highsoft  
Highstock  
HiSoftware  
Hootsuite  
Hostbridge Technology  
HP Autonomy  
hugin  
Hydromantis  
Hydronia  
Hyland Software  
IBE Software  
IBM  
Iboss Security  
Icewarp  
Icm Conversions  
ICM Document Solutions  
Idea  
IDENTICARD  
Idera  
IDM Computer Solutions  
IDMS  
Ifax Solutions, Inc.  
iGrafx  
IHS Global Inc.  
iLinc Communications  
Ilium Software  
Image Solutions  
ImageWare Systems  
Imagine Solutions  
Imagine That  
Imation Corp.  
Impulse Point  
IMS Software  
IMSI/Design  
INAalert

Inbit  
inData Corporation  
Independence Science  
InfinaDyne  
Info Group  
Infor  
Infor Public Sector  
InfoRad  
Informatica  
Information Builders  
Information Shield  
Informative Graphics  
InfoSol  
Infragistics  
Infusion  
Ingram Micro  
Innotas  
Innovation Data Processing  
Innovative Data Processing  
InRule  
Insight  
Insight Software Solutions  
InsightSoftware.com International  
Insperity  
Insperity Business Services  
Inspiration Software  
Inspyder Software  
Intel  
Intellaspaces  
Intellisoft  
Intercrypto Ltd  
Interface Technical Training  
Intermedix Emsystems  
InterSect Alliance  
Interwork Technologies, Inc.  
Inteset LLC  
Intime Solutions  
Intuit  
Investintech.com  
IOGEAR  
Iolo Technologies  
IOPLEX Software  
ipConfigure  
Ipro Tech, Inc.  
Ipswitch  
Iron Networks, Inc.  
IS Decisions

Isee Systems Inc.  
i-Sight  
ISIMTEC  
iSpring Solutions  
IssueTrak  
ISYS Search Software  
iZotope  
JAM Software  
Jama Software  
JAMF Software  
Jaspersoft  
JavaScriptSpellCheck.com  
Javelina Software, LLC.  
Jaws  
JB&A  
Jbanda  
Jeff-Net  
JetBrains  
JFrog  
Jiji Technologies  
JIVE SOFTWARE  
JMS Software  
Jolly Giant Software  
JSI  
Jspell  
Jump Forward  
JumpStart Guides  
Juniper Networks  
JW Software  
Kaltura  
Karamasoft  
Kaspersky Labs  
Katana Forensics  
Kayako  
Keelio Software  
KEMP Technologies  
Kernel Data Recovery Software  
Keyoti  
Knowledge Lake  
Knowledge Matters  
Knowledge Presenter  
KnowledgeBroker  
KnowledgeLake  
KnowledgeNet  
Kodak  
Kofax Image Products  
Kovai Ltd

Kronos  
Kurzweil Educational Systems  
KWizCom  
LabStats  
Lancope  
LANDesk Software  
Lansweeper  
Larsa  
Laserfiche  
LaserSoft Imaging  
Latitude Geographics Group  
LAWBASE  
Layton Technology  
LBM Systems  
LEAD Technologies  
LeanSentry  
LeapFrogBI, LLC  
Learning Objects  
Legal Files Software  
Leica Geosystems  
Lenovo  
Lepide Software Pvt. Ltd  
Levi, Ray & Shoup, Inc.  
Lexipol  
LexisNexis  
Libera  
Lieberman Software  
Lifeboat Distribution  
LightGov  
Lightspeed  
Lightspeed Systems  
Lightspeed Systems Sales, Inc.  
LIMINEX INC.  
Linoma Software  
Linqpad  
LiveAction  
Livestream  
LizardTech  
Lmhsoft  
Loadbalancer  
LoadStorm  
Logic Extension Resources  
LogicMonitor  
Login VSI  
Logmein, Inc.  
LogRhythm  
L-Soft International, Inc.

LSoft Technologies  
Lucid Software  
Lucion Technologies  
Lumension Security  
Lynda.com  
Lynk Software  
Lyris  
M86 Security  
MacKichan Software  
MacKinney Systems  
MACROSCHEDULER  
MadCap Software  
Magnet Forensics  
Magnetic Forensic  
MailStore Software GmbH  
Mainstream Software Inc.  
Malewarebytes Corporation  
Maltego  
Malwarebytes  
ManagerPlus  
Maptech  
Mariner Software  
Marshall And Swift  
MASS Group Inc.  
Master Lock Company  
MatchWare  
Materialise  
Matrix Science  
Mavbridge  
Mavro Imaging  
MAXON Computer  
Mayer Johnson  
McAfee  
MCM Technology  
Mctrans  
MDX Software  
Media Cybernetics  
Mediasite  
Mekentosj  
MELISSA DATA  
Melissa Data Corp  
Messaging Architects  
MESTRELAB RESEARCH  
Meta-Analysis  
MetaGeek  
Metalogix  
Meyer Instruments, Inc.



M-Files  
Micro Focus  
Microcall  
Micromain Corporation  
MicroMat  
Micromat Inc.  
Micron Systems, Inc.  
Microsoft  
Midasoft Inc.  
Milestone Systems  
Millennium Software  
Millet Software  
Millisecond Software  
Mindgems  
MindJET  
Minitab  
MiniTool Solution  
Mitchell Snow  
Mj Photocopy  
MJT Net  
MK Partners  
Mobatek  
MochaSoft  
Montala  
Morphotrak  
Mozy  
MPI Tech  
Mrc Systems, Inc.  
Multiforce  
mutualink  
MX Tools  
MyCommerce  
Myeclipse  
MyFonts.com, Inc  
MyTopo  
Nagios  
Nagios Enterprises  
Namescape  
NanoPac Inc.  
National Instruments  
Navarre  
Navicat  
NBS  
NCH Software  
NCP Network Communications Products Engineering  
NEOGOV  
Nero

Net Support, Inc.  
NetApp  
Netbrain Tech  
NetCentric Technologies  
NETEC International, Inc.  
Netflexity  
Netikus.net  
Netlib  
Netmail  
NetManage  
NETMINER CYRAM  
NetMotion Wireless  
NetOp  
NetSupport  
Net-Wall  
Network General  
Network Instruments  
Network Solutions  
NetWrix Corporation  
New Relic  
Newell Rubbermaid  
Nexic, Inc.  
Next Level Assistive Technology  
Next Level Security Systems  
NextLevel Software  
Nexus Technology  
nFocus Solutions  
Nginx, Inc.  
Nicus Software  
Nintex  
Nitro PDF  
NMS Imaging  
Nobeltec  
Norex  
North Atlantic Publishing Systems, Inc  
Northrop Grumman Corporation  
Northwest Performance Software  
Notify Technology  
Nova Development  
Novell  
Nsoftware  
NTP Software  
Nuance Communications  
Nulana  
Numara Software  
Nvivo  
O2 solutions

Odysseyware  
Office Tracker  
Office Tracker  
OfficeView Software  
OfficeWork Software  
Okta, Inc.  
OmniGroup  
Onbase  
ONLC Training Centers  
Onyx Graphics, Inc.  
OOKLA  
OpenIm Ltd  
OpenText Corporation  
Opex Corporation  
OPSWAT  
Optimal Idm, LLC.  
Oracle  
Organization Metrics  
Orion  
Orion Healthcare Technology, Inc.  
ORPALIS  
Orsyp Software, Inc.  
Osam  
Osam, Inc.  
OSR International  
Outlook Import  
Overland Storage  
Oxygen Software  
Pacific Systems Group  
PackTrack  
Paessler Software Solutions  
Palisade  
Palo Alto Networks  
Panasonic  
PaperCut Software  
PAR, Inc.  
Paraben Corporation  
Paragon Software Group  
Parallels  
Parature  
Park Place Technologies  
Parsons Technology Inc.  
Passware  
PastPerfect Software  
PastPerfect Software, Inc.  
Payne Consulting Group  
PDS

Peak Performance Solutions  
Peer Software  
Peernet, Inc.  
Pendragon Software  
Pen-Link  
People Services  
Perceptive Software  
Percussion Software, Ltd  
Perforce  
Perforce Software  
Persistent  
Personable Inc.  
Perspective Software  
PG Music  
Pgi  
PHD Virtual Technologies  
Phire  
PictoColor  
Pilot Edit  
Piriform  
Pitney Bowes  
Pitss  
Pixologic, Inc.  
PKWARE  
plixer International  
Pluralsight  
Polaris Software  
PolicyPak Software  
Polk Software  
Polycom  
Polyworks  
PortSwigger  
Power Admin  
Power Software  
Powermapper  
Pragma Systems  
Pragmatic Works  
Precision Interface Electronics  
PremiumSoft CyberTech  
Prezi  
PRIMER-E  
PrinterLogic  
PRISM Europe  
Progress Software  
Project Manager Online Ltd  
Pronexus  
Proofpoint

Proteome Software  
Provalis Research  
Provisio  
PROVISIO GmbH  
Provisio, LLC.  
Psigen  
Ptv America  
Public Engine  
Puppet Labs  
PushOk Software  
Pyware  
QQQ Software, Inc.  
Qscend Technologies, Inc.  
QSR International  
Quadralay Corporation  
Qualtrax, Inc.  
Qualtrics  
Qualys  
Qualys, Inc.  
Quantivate  
Quantum  
Quark  
Questica  
Quite Software  
R&D Computer Systems  
R:Base Technologies  
Radware  
Rainbow Scientific, Inc.  
RandomPicker.COM  
Rapid Quality Systems Ltd  
Rapid7  
Rave Mobile Safety  
Raxco Software  
RBASE  
Readerware Corporation  
ReadSpeaker  
Reallusion  
Realtime Soft  
RealVNC  
Rebex  
Red Gate Software  
Red Giant Software  
Red Hat  
ReDiscovery  
RefinedWiki  
Registar Systems  
REL Software

Relational Architects Intl  
Reliance Communications Inc.  
Relsoftware  
Remark Office  
Renovo Software  
RepliWeb  
Research In Motion - Government & Education  
Resource Mate  
Response-Systems  
Results Positive  
Retrospect  
Retrospect Inc.  
Revisionfx  
Revq  
Richardson Software  
Ricoh  
RightAnswers  
Rightfax  
Rio  
Riverbed Technology, Inc.  
Roadmax  
Robert McNeel and Associates  
Rocket Division Software  
Rocket software  
Rocket Software, Inc.  
Rocketready  
RockWare  
Rocscience  
Roland DGA Corporation  
Ron Winter Consulting, LLC.  
Roxio  
RPR Wyatt  
RSA Security  
Runner Technologies  
Running With Crayons Ltd.  
Runrev  
Runtime Software  
Safari Books Online  
Safe Software  
Safe Software, Inc.  
SafeNet  
Sage  
Salesforce  
Salford  
Samaritan Technologies  
SAND Technology  
Sanitas

SANS Institute  
SAP  
SAP BusinessObjects  
SAP National Security Services  
SAPIEN Technologies  
SAS Institute  
Sassafras  
Sata  
Satori Software  
Savance  
SC Solutions  
Scaleout Software, Inc.  
Schrodinger  
Schrödinger, LLC.  
Scooter Software  
ScreenConnect  
Screwdriver  
ScriptWarp  
SDI Technologies  
Seagull Scientific  
Seapine Software  
Secureauth  
SecureNet Associates  
Security Transcends Technology  
Seiko Group  
Sencha  
Sencha, Inc.  
SendGrid  
Serena Software  
ServiceNow  
Service-Now.Com  
Sferyx  
Shahrabani & Associates  
Sharegate  
SharePoint Solutions  
Shavlik Technologies  
Sherpa Software  
SHI CONFIG  
SHI International Corp  
SHI PSO  
Siber Systems  
Sidra Solutions  
Sierra Analytics, Inc.  
Signalscape  
SignCAD  
SignUp4  
Simplemaps.com



Simpleware Ltd.  
Simx  
Singular Inversions Inc.  
Sitecore  
Siteimprove  
Sketchup  
SkillSets Online  
SkillSurvey  
SmartBear Software  
SmartCode Solutions  
SmartDraw.com  
SmarterBetterCities AG  
Smartxls  
Snail Software  
Snap Surveys  
Snapt  
Snaptrends  
Snowtide  
Socrata  
SoftArtisans  
Softera  
Softerra  
Softomotive Ltd  
Software AG  
Software Shelf International, Inc.  
SoftWright  
SolarWinds  
SonarTRX  
Sonatype  
Sonic Foundry  
Soniclear  
SonicWALL  
Sony  
Sophos  
Sorenson Media  
Sotel Systems, LLC.  
SOTI  
Sourcecode  
South River Technologies  
SP Marketplace  
Spamtitan  
Sparkol  
Sparx Systems  
Specops Software  
SpectorSoft  
Spellex Development  
Splunk

SQLBI.com  
Squirrels LLC  
SRA International, Inc.  
Stack Ideas  
Stanford Business Software, Inc.  
Stanley Black & Decker, Inc.  
Stardraw  
StarNet Communications  
Stata Corp LP  
Stata Corporation  
StataCorp  
Statera  
StatPoint  
Statseeker  
Stealthbits  
Stealthbits Technologies, Inc.  
Stimulus Software  
Stoneware  
Storage Engine, Inc.  
StorageCraft Technology  
Stormwind  
STORServer  
Strategic Matching  
Stream Link Software  
StreamLink Software  
StruCalc  
Sublime Text  
SubMain  
Sumtotal  
SumTotal Systems  
Surveygizmo  
SurveyMonkey  
SusTeen  
SweetScape Software  
Swiftpage  
Symantec  
Symantec - Verisign Licensing  
Symmetry  
Symtrex  
Syn-Apps  
SynchroniMedia  
SyncRO Soft  
Syncsort  
Synergy Software  
Sysinfo Tools  
Systat Software  
System Automation

System Innovators  
System Tools Llp  
Systems Technology Inc.  
SystemTools  
SystemTools Software, Inc.  
TAB Products  
Tableau  
Tac 10, Inc.  
TAL Technologies  
Tangent  
Tavultesoft  
TDMobility  
TeamSolutions  
TeamViewer  
TeamViewer GmbH  
Tech Data  
Technology Solutions  
Technosolutions Corporation  
TechSmith  
Tecplot  
Tectia  
Teel Technologies  
Teklynx International  
Telerik  
Telestream  
Telog Instruments  
Tenable Network Security  
Terminal Works  
Tetra4D  
Texas Instruments  
Texthelp  
Thawte  
The Eye Tribe  
The MathWorks  
The OpenNMS Group  
The Portland Group  
The Software Company  
The Software Labs  
TheBrain Technologies  
TheEscapers  
ThinClient Computing, LLC  
ThinkBuzan  
ThinkTank  
Thomson Reuters  
Thought Communications  
ThreatGuard  
ThreatTrack Security

ThreatTrack Software  
Thunderhead  
Thunderstone Software  
Thycotic Software  
Tibco Software  
Tiger Tables  
TigerText  
Timeclock Plus  
TimeValue Software  
TLO  
TMS software  
TNT Software  
Toad Software  
Tobii  
Tools4ever  
Tracker Products, LLC.  
Tracker Software  
Trafficware  
Transoft Solutions  
Transtech Systems  
TransUnion  
Trend Micro  
Tricerat  
Trident Services  
Trilead  
Trillion Software  
Trimble Navigation  
Trimble Navigation Limited  
Tripwire  
Trivantis  
Troikatronix  
Trustwave  
tsaADVET  
Tuffin Technologies  
Tufin Software Technologies Ltd  
Turning Technologies  
Twin Star  
TypingMaster  
TZWorks, LLC  
Ubiquia  
UFS Explorer  
UIU  
Unicom Systems, Inc.  
Unidesk  
Unitrends Software  
Universal Imaging Utility  
Untangle

UsableNet  
VanDyke Software  
Vanguard Usa  
Varonis  
Varonis Systems  
Vasco  
Veeam Software  
Verbi GmbH  
VeriFone  
Verint  
VeriSign  
Verismic  
Vernier Software & Technology  
VersataSoftware  
Verypdf  
Video Blocks  
Video Copilot and Final Image  
Viewer Central, Inc.  
Vigilant Software  
Visible Systems  
Vision  
Vision Software Solutions  
Vision Solutions  
VisionSolutions  
VisionWare  
Visual Click  
Visual Computer Solutions, Inc  
Visual SVN Software  
Visualclick  
VisualSVN  
Visualware  
VMTurbo  
VMware  
Vormetric  
Vound  
Vroman Systems  
VSoft Technologies  
Vyoooh, LLC.  
Wacom Technology  
WareCentral.com  
Wasp Barcode Technologies  
WatchGuard Technologies  
Waterford Technologies  
Waterloo Hydrogeologic, Inc.  
Wave Software  
Wave Systems  
WeAgeSolutions

Webcheckout  
WebEx  
WebMO  
WebQA, Inc.  
Webroot Software  
Websense  
WebSupergoo Software  
Webyog, Inc  
WhiteSmoke  
WildPackets  
Wilson WindowWare  
WinAutomation  
WinEdt  
Winfrasoft Corporation  
Wingware  
Wintertree Software  
WinWay  
Winway Corporation  
Wirecast  
WIZIPLE  
Wiziq  
Wolfram  
Wondershare Software  
WordTech  
World Software Corporation  
Worldox  
Wowza Media Systems  
Wreally  
Wrensoft  
Wyse Technology  
X1 Discovery  
Xamarain  
xAssets  
Xerox  
Xmind Ltd  
XpoLog  
Xtools  
X-Ways Software  
Zasio  
Zebra Technologies  
Zend Technologies  
Zennaware  
Zenoss  
ZeroTurnaround  
Zerto  
Zimbra  
Zipinfo

Zix Corporation  
ZOHO Corporation  
Zonar Systems  
ZyLAB  
zz-GETDATA PTY LTD





| Software Publisher | Authorization & Support                                                                                                                                                       |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adobe              | Authorized Licensing Center (ranked #2)<br><br>Platinum Partner<br>7 Dedicated Sales & Licensing Specialists<br><br>1 Team Manager                                            |
| ArcServe           | Large Account Reseller (ranked #3)<br><br>1 Sales & Licensing Specialist                                                                                                      |
| Attachmate         | National Reseller (ranked #1)<br><br>1 Dedicated Sales & Licensing Specialist                                                                                                 |
| Autodesk           | Volume Channel Partner - 2014 Volume Partner of the Year<br><br>1 Dedicated Sales & Licensing Specialist                                                                      |
| Barracuda          | Diamond Level Partner<br><br>1 Security Sales & Licensing Specialist                                                                                                          |
| BMC                | Premier Partner<br><br>1 Sales & Licensing Specialist                                                                                                                         |
| Box                | Platinum Partner (ranked #1)<br><br>1 Sales & Licensing Specialist                                                                                                            |
| Check Point        | Two Star Elite Partner<br><br>1 Security Sales & Licensing Specialist                                                                                                         |
| Citrix             | Citrix Enterprise Licensing Partner (ranked #3)<br><br>LAR of the Year -2014<br><br>2 Dedicated Sales & Licensing Specialist (NJ & TX)<br><br>1 Technical Resource - Mobility |



|                                |                                                                                                                                          |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commvault</b>               | Platinum Velocity Partner (ranked #3)<br>1 Dedicated Sales & Licensing Specialist<br>1 Technical Resource --ESG                          |
| <b>CA</b>                      | LAR-Platinum Partner (ranked #3)<br>Partner of the Year - 2014<br>1 Sales & Licensing Specialist                                         |
| <b>Corel</b>                   | Platinum Partner (ranked #1)<br>2 Emerging Partner Specialists                                                                           |
| <b>ESET</b>                    | DMR Partner (ranked #2)<br>1 Sales & Licensing Specialist                                                                                |
| <b>Google</b>                  | Premiere Partner<br>1 Dedicated Sales & Licensing Specialist                                                                             |
| <b>IBM</b>                     | Premier Business Partner (ranked #2)<br>2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager<br>6 Operations Support |
| <b>Kaspersky</b>               | Platinum Partner (ranked #2)<br>National Partner of the Year 2014<br>1 Security Software & Licensing Specialist                          |
| <b>LANDesk</b>                 | National Sales Partner - Premier (ranked #3)<br>Americas NSP Partner of the Year - 2013<br>2 Emerging Partner Specialists                |
| <b>McAfee (Intel Security)</b> | Authorized Reseller (ranked #1)                                                                                                          |



|                  |                                                                                                                                                                                                                                                                                       |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>Corporate Reseller of the Year - 2014</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p> <p>1 Business Development Manager</p> <p>1 Technical Resource - ESG</p>                                                                                                              |
| <b>Microsoft</b> | <p>LSP &amp; EDA (ranked #1)</p> <p>Gold Competency</p> <p>Team of 70+ Dedicated Licensing &amp; Ops Specialists, Software Assurance Benefits Administrators, and Product Champions</p> <p>12 time winner of MLGP Operational Excellence</p> <p>Several Technical Resources - ESG</p> |
| <b>LogRhythm</b> | <p>Partner</p> <p>1 Sales &amp; Licensing Specialist</p>                                                                                                                                                                                                                              |
| <b>Net IQ</b>    | <p>Authorized Reseller (ranked #1)</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p>                                                                                                                                                                                            |
| <b>Novell</b>    | <p>National Partner (ranked #1)</p> <p>1 Dedicated Sales &amp; Licensing Specialists</p>                                                                                                                                                                                              |
| <b>Nuance</b>    | <p>Managed Partner (ranked #2)</p> <p>2 Emerging Partner Specialists</p>                                                                                                                                                                                                              |
| <b>Open Text</b> | <p>Corporate Reseller Partner (ranked #1)</p> <p>2 Emerging Partner Specialists</p>                                                                                                                                                                                                   |
| <b>Oracle</b>    | <p>Oracle Global Platinum Partner</p> <p>1 Sales &amp; Licensing Specialist</p> <p>2 SW Technical Sales Representatives</p>                                                                                                                                                           |



|                             |                                                                                                                                                                                                      |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | 1 HW Technical Sales Representative                                                                                                                                                                  |
| <b>Proofpoint</b>           | Platinum Partner (ranked #3)<br>1 Sales & Licensing Specialist                                                                                                                                       |
| <b>RedHat</b>               | Red Hat Ready Partner (Ranked #1)<br>High Volume Partner of the Year - 2013<br>1 Dedicated Sales & Licenisng Specialist                                                                              |
| <b>RSA</b>                  | Signature Level Partner (ranked #3)<br>1 Security Sales & Licensing Specialist                                                                                                                       |
| <b>SAP/Business Objects</b> | Silver Partner<br>1 Sales & Licensing Specialist                                                                                                                                                     |
| <b>SolarWinds</b>           | Partner<br>1 Sales & Licensing Specialist                                                                                                                                                            |
| <b>Sophos</b>               | Platinum Partner (ranked #1)<br>Sophos Partner of the Year - (2011 - 2014)<br>1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist |
| <b>Symantec</b>             | Platinum Partner<br>1 Team Manager<br>7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist<br>2 Technical Sales Support<br>2 Business Development Managers                             |
| <b>Tenable</b>              | Tier 1 Platinum Partner (Ranked #1)<br>1 Security Sales & Licensing Specialist                                                                                                                       |



|                    |                                          |
|--------------------|------------------------------------------|
| <b>Trend Micro</b> | National Channel Partner (Ranked #2)     |
|                    | 1 Security Sales & Licensing Specialist  |
| <b>Veeam</b>       | Platinum Pro Partner (ranked #3)         |
|                    | 1 Sales & Licensing Specialist           |
| <b>VMWare</b>      | Corporate Reseller                       |
|                    | 1 Dedicated Sales & Licensing Specialist |
|                    | 1 Presales Storage Solutions Architect   |
| <b>WebSense</b>    | Platinum DMR                             |
|                    | 1 Dedicated Sales Specialist             |



## Standard Invoice Reports

Below is a list of the standard invoice reports SHI can provide to the customer.

| Reports:                                                    | Report Columns:   |
|-------------------------------------------------------------|-------------------|
| ATOS Invoice Extract                                        | AccountName       |
| Contract Invoice Detail - V2                                | AccountNumber     |
| Customer 12 Month Manufacturer Spend Profile                | Manufacturer      |
| Customer 12 Month Manufacturer Spend Profile from Date      | Description       |
| Customer Business Summary                                   | Version           |
| Customer Invoice Detail - V2                                | OperatingSystem   |
| Customer Invoice Detail - Zen-Tally Format                  | Media             |
| Customer Invoice Detail Consolidated by Part                | Language          |
| Customer Invoice Detail for Manufacturer                    | BuyingProgram     |
| Customer Invoice Detail with Serial Numbers                 | LicensePointValue |
| Customer Invoice Detail with Serial Numbers - for Totalling | AgreementNumber   |
| Manufacturer Invoice Summary                                | AgreementName     |
| Manufacturer Invoice Summary with Cust Hierarchy            | EnrollmentNumber  |
|                                                             | EnrollmentName    |
|                                                             | OrderDate         |
|                                                             | InvoiceNumber     |
|                                                             | InvoiceDate       |
|                                                             | SHIPart           |
|                                                             | MfgPart           |
|                                                             | QtyInvoiced       |
|                                                             | CustPONumber      |
|                                                             | ShipToName        |
|                                                             | ShipToAddress1    |
|                                                             | ShipToAddress2    |
|                                                             | ShipToAddress3    |

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**Report Description:**

This produces an extract of SHI invoice activity for a customer in a format required for import into ATOS License Manager.

In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Following are samples of some of our most popular and commonly requested types of standard reports.



## Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to the customer. These are screen shots of actual reports for current SVAR customers. Note that these reports do not include all available fields, in order to fit the screen shot into this attachment, but we would be happy to send a complete report upon request. Also, customer Account Names have been removed to protect our customers' privacy.

| Reporting                                                                                |              |                        |            |              |                     |              |                |          |                    |                     |                         |              |
|------------------------------------------------------------------------------------------|--------------|------------------------|------------|--------------|---------------------|--------------|----------------|----------|--------------------|---------------------|-------------------------|--------------|
| <div>Send this Report by Email Save Report Setting Send Feedback to SHIAdmin Close</div> |              |                        |            |              |                     |              |                |          |                    |                     |                         |              |
| <div>14 1 of 27 100% Find   Next</div>                                                   |              |                        |            |              |                     |              |                |          |                    |                     |                         |              |
| Customer Invoice Detail                                                                  |              |                        |            |              |                     |              |                |          |                    |                     |                         |              |
| Account Number                                                                           | Account Name | Manufacturer           | Order Date | Invoice Date | Cust PO #           | Order Number | Invoice Number | SHI Part | Mfg Part #         | Customer Unit Price | Customer Extended Price | Qty Invoiced |
| 1023566                                                                                  |              | SHI International Corp | 8/10/2015  | 10/6/2015    | ADSP011-007500-4024 | 538129470    | CR-206904      | 22745434 | NPN-SHQB-SLTAX-SVC | 0.00                | 0.00                    | -1           |
| 1023744                                                                                  |              | SHI International Corp | 9/8/2015   | 10/7/2015    | ADSP011-007500-4194 | 539739345    | CR-207104      | 22745434 | NPN-SHQB-SLTAX-SVC | 0.00                | 0.00                    | -1           |
| 1023744                                                                                  |              | SHI International Corp | 9/8/2015   | 10/7/2015    | ADSP011-007500-4194 | 539739345    | 804061105      | 22745434 | NPN-SHQB-SLTAX-SVC | 0.00                | 0.00                    | 1            |
| 1011534                                                                                  |              | Signalscape            | 10/5/2015  | 10/7/2015    | ADSP011-007500-4305 | 541274552    | 804063382      | 31209123 | MTAG-GSA           | 1,534.00            | 1,534.00                | 1            |
| 1026952                                                                                  |              | Adobe                  | 10/5/2015  | 10/7/2015    | ADSP011-007500-4317 | 541274551    | 804063377      | 27708706 | 65227508B/C01A32   | 757.00              | 2,271.00                | 3            |
| 1024170                                                                                  |              | Screwdriver            | 9/30/2015  | 10/1/2015    | IT-82012            | 541016747    | 804044295      | 22784253 | RNW-R5CR64T54      | 438.00              | 3,066.00                | 7            |
| 1023744                                                                                  |              | Adobe                  | 9/30/2015  | 10/2/2015    | ADSP011-007500-4296 | 541050148    | 804048059      | 27912583 | 210-3280-1         | 409,987.00          | 409,987.00              | 1            |
| 1011062                                                                                  |              | DigiCert               | 9/22/2015  | 10/2/2015    | ADSP011-007500-4266 | 540524755    | 804047734      | 22677378 | NPN-C02C-WLDC-A    | 1,458.00            | 1,458.00                | 1            |





## Reporting

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### Customer Invoice Detail, Consolidated by Part

| Manufacturer        | Mfg Part             | Product Name                                                                           | Item Type | Product Type                             | Version      | Operating System                    | Media             | Language | License Pool |
|---------------------|----------------------|----------------------------------------------------------------------------------------|-----------|------------------------------------------|--------------|-------------------------------------|-------------------|----------|--------------|
| Osam                | IDMP11               | FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE                      | Software  | Software                                 |              | Multiple platforms                  | Other             | English  | None         |
| Malwarebytes        | MAM12N25             | Malwarebytes Anti-Malware for Business - subscription license ( 1 year )               | Software  | Software Subscription                    |              | Multiple platforms                  | Software Licenses | English  | None         |
| Microsoft           | R18-00129            | Microsoft Windows Server - license & software assurance                                | Software  | Microsoft License and Software Assurance | Non-Specific | Windows - Multiple Windows Platform | Software Licenses | English  | Servers      |
| Adobe               | 65227508BC01A12      | Adobe Creative Cloud for teams - subscription license renewal ( 1 year )               | Software  | Software Subscription                    |              | Multiple platforms                  | Software Licenses | English  | None         |
| SAS Institute       | PC-ENTSP5M           | SAS PC Enterprise Statistical Package for 5 users-PC, Windows, Annual Maintenance      | Software  | Software                                 |              | Multiple platforms                  | Other             | English  | None         |
| Axway               | MGE-MA-E-001500-XX-P | Mail Gate Edge Maintenance Renewal (1500 users)                                        | Software  | Software Maintenance Only                |              | Multiple platforms                  | Software Licenses | English  | None         |
| Microsoft           | SHU-00215            | Microsoft Lync Server - license & software assurance                                   | Software  | Microsoft License and Software Assurance | Non-Specific | Windows - Multiple Windows Platform | Software Licenses | English  | Servers      |
| Cellegite USA, Inc. | TRN-FOR-ILT-BNDL5    | 5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLD and 3 days CCPA    | Service   | ESD Media                                |              |                                     | Other             | English  | None         |
| Microsoft           | J5A-00172            | Microsoft System Center Configuration Manager Client ML - license & software assurance | Software  | Microsoft License and Software Assurance | Non-Specific | Windows - Multiple Windows Platform | Software Licenses | English  | Servers      |

## Customer Manufacturer Summary

| Date Range Label | Report Start Date | Report End Date |
|------------------|-------------------|-----------------|
| Quarter to date  | 10/1/2015         | 12/11/2015      |

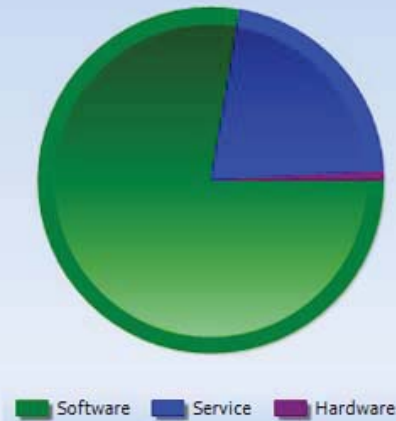
| Manufacturer       | Customer Extended Price | % of Spend In Period |
|--------------------|-------------------------|----------------------|
| activePDF          | 5,872.00                | 0.14%                |
| Acunetix           | 2,297.00                | 0.05%                |
| Adobe              | 432,914.99              | 10.09%               |
| Advanced Toolware  | 1,718.00                | 0.04%                |
| Agate Software     | 64,828.00               | 1.51%                |
| Ai Squared         | 612.00                  | 0.01%                |
| Airtame            | 792.00                  | 0.02%                |
| Altova             | 191.00                  | 0.00%                |
| AppAssure Software | 870.00                  | 0.02%                |
| Apple              | 1,543.00                | 0.04%                |



### Monthly Historical Spend



### Spend by Product Type



| Summary                               |           |
|---------------------------------------|-----------|
| # of Customer PO's Invoiced in Period | 208       |
| # of Orders Invoiced in Period        | 211       |
| # of Invoices in Period               | 233       |
| # of Manufacturers in Period          | 83        |
| Total Spend:                          | 4,122,899 |

| Product Type | Revenue      | % Spend |
|--------------|--------------|---------|
| Software     | 3,202,104.73 | 77.66%  |
| Service      | 883,359.00   | 21.42%  |
| Hardware     | 37,435.00    | 0.90%   |

| Partner              | Contact Name        | Contact Title                                            |
|----------------------|---------------------|----------------------------------------------------------|
| Adobe                | Pat Breslin         | Licensing Team Manager                                   |
| Adobe                | Drew Fike           | Sales Specialist - Adobe                                 |
| Adobe                | Brian MacDougall    | Sales Specialist - Adobe                                 |
| Adobe                | Jose Colon          | Sales Specialist-Corp-SMB                                |
| Adobe                | Lauren Tedesco      | Sales Specialist - Adobe - Enterprise                    |
| Adobe                | Tim Chen            | Sales Specialist - Adobe                                 |
| Adobe                | Jay Martell         | Sales Specialist - Adobe - Enterprise                    |
| Adobe                | Dan Masiello        | Sales Specialist - Adobe                                 |
| Adobe                | Mike De Tore        | Sales Specialist - Adobe                                 |
| Adobe                | Emily White         | Sales Specialist - Adobe                                 |
| Arcserve             | Chris Testa         | Sales Specialist - CA and Arcserve                       |
| Autodesk             | Jack Barrett        | Sales Specialist - Autodesk                              |
| Autodesk             | Peter Quinio        | Business Development Manager - Autodesk                  |
| Brocade              | Christina Polidura  | Networking Partner Specialist                            |
| CA Technologies      | Chris Testa         | Sales Specialist - CA and Arcserve                       |
| Check Point          | Jim Tierney         | Sales Specialist- Check Point and Tenable                |
| Citrix               | Joe Palmieri        | Sales Specialist - Enterprise & Public Sector            |
| Citrix               | Allen Darrah        | Sales Specialist - Corp                                  |
| CommVault            | James Fitzgerald    | Sales Specialist - CommVault                             |
| CommVault            | Kevin Kehoe         | Systems Engineer - CommVault                             |
| Emerging Partners    | Katie Delloso       | Licensing Support Specialist                             |
| Emerging Partners    | Cristina Rodriguez  | Licensing Support Specialist                             |
| ESET                 | Regina Robinson     | Emerging Security Specialist                             |
| IBM Software         | Rodrigo Jimenez     | Business Development Manager - IBM Software              |
| IBM Software         | Bonnie Cho          | Sales and Licensing Specialist - IBM Software            |
| IBM Software         | Liz Gallagher       | Sales and Licensing Specialist - IBM Software            |
| Kaspersky            | Andrew Goncalves    | Sales Specialist - Barracuda & Kaspersky                 |
| Licensing Operations | Marilyn Nagel       | Operations Specialist-Adobe, IBM, Novell, Citrix         |
| Licensing Operations | Heena Amin          | Operations Specialist-Adobe, IBM, Novell, Citrix         |
| Licensing Operations | Aneta Wywrot        | Operations Manager -Adobe, IBM, Novell, Citrix           |
| Licensing Operations | Kendra Goss         | Operations Specialist -Adobe, IBM, Novell, Citrix        |
| Licensing Operations | Jon Perina          | Operations Specialist-Adobe, IBM, Novell, Citrix         |
| Licensing Operations | Kristina Diamantis  | Operations Specialist-Adobe,IBM,Novell,Citrix            |
| Licensing Operations | Brian Saffer        | Operations Specialist-Adobe,IBM,Novell,Citrix            |
| LogRhythm            | Regina Robinson     | Emerging Security Specialist                             |
| McAfee               | Marcus Aris         | Business Development Specialist - McAfee                 |
| McAfee               | Jennine Lewis       | Operations Specialist - McAfee                           |
| Microsoft            | Carolyn Loffredo    | Operations Specialist-Microsoft ESA Fees                 |
| Microsoft            | Erin Davidson       | Operations Specialist-Microsoft ESA Fees                 |
| Microsoft            | Aleksandra Drobik   | Microsoft Channel Incentives Administrator               |
| Microsoft            | George Sentaows     | Microsoft Channel Incentives Administrator               |
| Microsoft            | Alexandria Brummell | Microsoft Cloud Onboarding Support Specialist            |
| Microsoft            | Ernesto Romero      | Contracts Specialist-Microsoft-D                         |
| Microsoft            | Kristin Prizzi      | Contracts Specialist-Microsoft-D                         |
| Microsoft            | Nicole Bonante      | Contracts Specialist-Microsoft-1                         |
| Microsoft            | Joy Delasalas       | Contracts Specialist-Microsoft-E                         |
| Microsoft            | Andrew Morse        | Contracts Specialist - Microsoft - 1                     |
| Microsoft            | Dania Hunt          | Contracts Specialist-Microsoft-2                         |
| Microsoft            | Janelle Downes      | Contracts Specialist - Microsoft - 2                     |
| Microsoft            | Danielle Sydlo      | Contracts Specialist-Microsoft                           |
| Microsoft            | Kristen Flazon      | Contracts Specialist - Microsoft - 2                     |
| Microsoft            | Joanna Banack       | Contracts Specialist - Microsoft - E                     |
| Microsoft            | Maraika Najimian    | Contracts Specialist - Microsoft - E                     |
| Microsoft            | Beth Wetzel         | Contracts Specialist - Microsoft - E                     |
| Microsoft            | Lauren Sutera       | Contracts Specialist - Microsoft - 1                     |
| Microsoft            | Jasmine Philippe    | Contracts Specialist - Microsoft - 1                     |
| Microsoft            | Matt Leopold        | Contracts Specialist-Microsoft-Temp                      |
| Microsoft            | Pierre James        | Contracts Specialist-Microsoft                           |
| Microsoft            | Leanne Sephton      | Sales Specialist-Microsoft - LE UK                       |
| Microsoft            | Nada Issa           | Sales Specialist-Microsoft - EMEA (UK)                   |
| Microsoft            | Leo McDonald        | Sales Specialist-Microsoft - LE UK                       |
| Microsoft            | Megan Gironda       | Microsoft Enablement                                     |
| Microsoft            | Michelle Forister   | Sales Specialist-Microsoft - LE Enterprise               |
| Microsoft            | Helene Pearn        | Sales Specialist-Microsoft - LE Enterprise               |
| Microsoft            | Lauren Anastas      | Sales Specialist-Microsoft - LE Enterprise               |
| Microsoft            | Lisa Carbonaro      | Sales Specialist-Microsoft - LE Corp                     |
| Microsoft            | Michael Stack       | Sales Specialist-Microsoft - LE Corp                     |
| Microsoft            | Jessica Olson       | Sales Specialist-Microsoft - LE Public Sector - Academic |
| Microsoft            | Cathy Mullin        | Sales Specialist-Microsoft - LE Public Sector - Academic |
| Microsoft            | Dan de Matos        | Sales Specialist- Microsoft - LE Public Sector           |
| Microsoft            | Jared Rupprecht     | Sales Specialist-Microsoft - LE Corp                     |

|                                 |                    |                                                     |
|---------------------------------|--------------------|-----------------------------------------------------|
| Microsoft                       | Lisa Ragantesi     | Sales Specialist-Microsoft - LE Corp                |
| Microsoft                       | Mallory Santucci   | Sales Specialist-Microsoft-Junior LE Public Sector  |
| Microsoft                       | Michelle Coats     | Sales Specialist-Microsoft - LE Public Sector       |
| Microsoft                       | Tarah Urban        | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Andy Bernard       | Sales Specialist-Microsoft - LE Corp Canada         |
| Microsoft                       | Katherine Hajewski | Sales Specialist-Microsoft - LE Corp                |
| Microsoft                       | Kelly Cochran      | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Kelly Krieger      | Sales Specialist-Microsoft - LE Public Sector       |
| Microsoft                       | Nate Lessmann      | Sales Specialist-Microsoft - LE Enterprise          |
| Microsoft                       | Tracy Shatto       | Sales Specialist-Microsoft - LE Public Sector       |
| Microsoft                       | Caitlin Prusik     | Sales Specialist-Microsoft-LE SMB SLED              |
| Microsoft                       | Calley Wienk       | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Carrie Watts       | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Blake Allen        | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Grant Marquardt    | Sales Specialist-Microsoft - LE Corp                |
| Microsoft                       | David Parkman      | Sales Specialist-Microsoft-Junior LE Corp           |
| Microsoft                       | Jessica Molzahn    | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Nick Hakala        | Sales Specialist-Microsoft - LE Enterprise          |
| Microsoft                       | Melinda Galindo    | Sales Specialist-Microsoft - LE Public Sector       |
| Microsoft                       | Ryan Blakeman      | Sales Specialist-Microsoft - LE Corp                |
| Microsoft                       | Chris Calabrese    | Sales Specialist - Microsoft - LE Corp SMB          |
| Microsoft                       | Sarah Daniels      | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Darius MeherHomji  | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Christopher Tripi  | Sales Specialist-Microsoft - LE Corp SMB            |
| Microsoft                       | Julia Trinh        | Sales Specialist-Microsoft - Junior LE              |
| Microsoft                       | Blake Gollnick     | Director - Microsoft Licensing                      |
| Microsoft                       | Heather Sheridan   | Senior Manager - Licensing Project Management       |
| Microsoft                       | Karen Infusino     | Manager - Microsoft Contracts                       |
| Microsoft                       | Deborah Childress  | Microsoft Licensing Strategy Manager - Enterprise   |
| Microsoft                       | Kyle Timm          | Manager - Corp LE                                   |
| Microsoft                       | Anna Chester       | Senior Manager - Microsoft Incentives & Marketing   |
| Microsoft                       | Jessica Mohamad    | Manager - Microsoft Support                         |
| Microsoft                       | Tim Levers         | Manager - Microsoft Operations                      |
| Microsoft                       | Renee Yohannan     | Manager - Enterprise/Public Sector LE               |
| Microsoft                       | Mary Lefebvre      | Marketing Specialist - Microsoft                    |
| Microsoft                       | Doug Klamm         | Marketing Specialist-Microsoft                      |
| Microsoft                       | Jeana Kelly        | Marketing Specialist - Microsoft                    |
| Microsoft                       | Adam Aleksuk       | Manager - Microsoft Operations                      |
| Microsoft                       | Brendan Tyrrell    | Microsoft Licensing Operations Specialist - Tier 1  |
| Microsoft                       | Alison Richman     | Microsoft Licensing Operations Specialist - Tier 2  |
| Microsoft                       | Gina Segali        | Microsoft Licensing Operations Specialist - Tier 2  |
| Microsoft                       | John Gregorio      | Operations Specialist-Microsoft                     |
| Microsoft                       | Ron Rosario        | Operations Specialist-Microsoft                     |
| Microsoft                       | Steve Lyness       | Operations Specialist-Microsoft                     |
| Microsoft                       | Rob Zakowski       | Operations Specialist-Microsoft                     |
| Microsoft                       | Brian Carney       | Operations Specialist-Microsoft                     |
| Microsoft                       | Melanie Dombro     | Microsoft Operations Specialist - Tier 1            |
| Microsoft                       | Corey Bell         | Microsoft Operations Specialist - Tier 1            |
| Microsoft                       | Eric Lawton        | Microsoft Operations Specialist - Tier 1            |
| Microsoft                       | Jamie Ledgister    | Microsoft Operations Specialist - Tier 1            |
| Microsoft                       | Abdulai Abu-Bakarr | Sales Specialist-Microsoft SPLA                     |
| Microsoft                       | Devon Connor       | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Jessica Mohamad    | Manager - Microsoft Support                         |
| Microsoft                       | Kimberly Barrett   | Microsoft Support Team Lead                         |
| Microsoft                       | Brian DOnofrio     | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Carolyn Fippinger  | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Shelby Holliman    | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Tracy Lee          | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Hannah Sura        | Product and Licensing Specialist-Microsoft          |
| Microsoft                       | Rachel Mamola      | Product and Licensing Specialist-Microsoft          |
| NetIQ                           | Jim Tierney        | Sales and Licensing Specialist                      |
| OneLogin                        | Beth Russo         | Cloud Partners Sales Specialist                     |
| OneLogin                        | Angela Arias       | Manager - Cloud Partners                            |
| Oracle                          | Amy Wilkinson      | Technical Sales Rep - East                          |
| Oracle                          | Amy Wilkinson      | Technical Pre-Sales - Oracle Software               |
| Oracle                          | Roger Arnold       | Technical Pre-Sales Public Sector - Oracle Software |
| Quest                           | Mike Beal          | Sales Specialist - Quest                            |
| Red Hat                         | Ryan Hotchkin      | Sales and Licensing Specialist                      |
| Red Hat                         | Travis McKay       | Sales Specialist - Google & Red Hat                 |
| RSA                             | Helaina Cohen      | SHI Sales Specialist - RSA, Sophos                  |
| Software & Licensing Management | Joseph Lentine     | Manager, Software Partners                          |
| Software & Licensing Management | Angela Arias       | Cloud Partners Manager                              |

|                                 |                         |                                                           |
|---------------------------------|-------------------------|-----------------------------------------------------------|
| Software & Licensing Management | Jacque Goldstein        | Director - Software Partners                              |
| Software & Licensing Management | Blake Gollnick          | Director - Microsoft                                      |
| Software & Licensing Management | Mark O'Brien            | Senior Manager - EMEA Partners                            |
| Software & Licensing Management | Sandy DeVico            | Manager, Software Partners                                |
| Software & Licensing Management | Erika Burnett           | Manager - Software Partners                               |
| Software & Licensing Management | Tim Levers              | Manager - Licensing Operations                            |
| Software & Licensing Management | Aneta Wywrot            | Manager, Non MS Operations                                |
| Software & Licensing Management | Jessica Lemmon          | Manager, Symantec                                         |
| Software & Licensing Management | Christopher Lajiness    | Manager, Software Partners                                |
| Software & Licensing Management | Anna Chester            | Senior Manager - Microsoft Incentives & Marketing         |
| Software & Licensing Management | Karen Infusino          | Manager - Microsoft Contracts                             |
| Software & Licensing Management | Adam Aleksiuk           | Manager, MS Operations                                    |
| Software & Licensing Management | Deborah Childress       | Microsoft Licensing Strategy Manager                      |
| Software & Licensing Management | Heather Sheridan (Hinz) | Senior Manager - Licensing Project Management             |
| Sophos                          | Kristin Laffey          | Business Development Manager - Sophos - Corp & Enterprise |
| Sophos                          | Helaina Cohen           | Sales Specialist- Enterprise & Corp                       |
| Sophos                          | Lisa Hartwig            | Sales Specialist - Sophos - Corp SMB                      |
| SUN/Oracle                      | Sheryl Tucker           | Business Development Manager                              |
| SUN/Oracle                      | Roger Arnold            | Technical Sales Rep - West & Public Sector                |
| SUN/Oracle                      | John Giachero           | Solution Architect - Oracle Hardware                      |
| Symantec                        | Jennifer Torrence       | Sales Specialist-Symantec                                 |
| Symantec                        | Isaac Stewart           | Presales Architect - Symantec Security                    |
| Symantec                        | Steven Calvaruso        | Sales Specialist - Symantec                               |
| Symantec                        | Herb Grigsby            | Sales Specialist - Symantec                               |
| Symantec                        | Urvi Khatri             | Sales Specialist                                          |
| Symantec                        | Jessica Lemmon          | Symantec Team Manager                                     |
| Tenable                         | Allison Beach           | IAE - Corp                                                |
| Tenable                         | Jason Harvey            | IAE - Corp                                                |
| Trend Micro                     | Imani Williams          | Sales Specialist - Trend Micro Sales                      |
| VMware                          | Mike Jackson            | Senior Pre-Sales Solution Architect-VMware                |
| VMware                          | Jon Palmer              | Pre-Sales Solution Architect-VMware                       |
| VMware                          | Alicia Baczkowski       | Senior Specialist                                         |
| VMware                          | Kelly Buist             | Renewals Specialist                                       |
| VMware                          | John Boni               | Renewals Specialist                                       |
| VMware                          | Carlos Romascindo       | Senior Specialist                                         |
| VMware                          | Elise Castaneda         | Sales Specialist                                          |
| VMware                          | Kathleen Barnes         | Sales Specialist                                          |
| VMware                          | Malika Gordon           | vCloud Air Specialist (vCHS)                              |
| VMware                          | Kjetil Skalkvik         | Systems Engineer vCloud Air, vCloud Air Network           |
| VMWare                          | Alison Fleischer        | VMware Team Manager                                       |
| Websense                        | Imani Williams          | Sales Specialist - Websense & Kaspersky                   |
| Wyse                            | Jaclyn Bailey           | Sales Specialist - Dell Client                            |

## ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

*Label your response "ATTACHMENT C\_COST PROPOSAL\_companyname".*

### SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

# ATTACHMENT C1 - PRICING SUBMISSION SHEET

## NASPO VALUEPOINT

### SOFTWARE VALUE-ADDED RESELLER (SVAR)

#### PUBLISHERS

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

#### MARKUP/DOWN

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

| KEY ITEMIZED   | ADOBE                                    | 0.50% |
|----------------|------------------------------------------|-------|
|                | CITRIX                                   | 0.75% |
|                | MICROSOFT                                | 0.25% |
|                | NOVELL                                   | 0.50% |
|                | SYMANTEC                                 | 0.50% |
|                | VMWARE                                   | 0.75% |
| OTHER ITEMIZED | AI SQUARED                               | 1.00% |
|                | AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE | 1.00% |
|                | ALLIANCE ENTERPRISES                     | 1.50% |
|                | APPLE                                    | 1.00% |
|                | ATTACHMATE – MICROFOCUS                  | 1.00% |
|                | AUTODESK                                 | 1.50% |
|                | AUTONOMY – HP                            | 1.00% |
|                | BAKBONE – DELL                           | 1.50% |
|                | BARRACUDA                                | 1.00% |
|                | BOMGAR REMOTE SOFTWARE                   | 1.00% |
|                | CA TECHNOLOGIES                          | 1.50% |
|                | CISCO                                    | 1.50% |
|                | COMPUTRONIX USA                          | 1.00% |
|                | COMPUWARE                                | 1.50% |
|                | COREL                                    | 1.00% |
|                | DOUBLETAKE                               | 1.00% |
|                | EMC                                      | 1.50% |
|                | ENCHOICE                                 | 1.00% |
|                | ESET                                     | 1.00% |
|                | ESRI                                     | 1.00% |
|                | FREEDOM SCIENTIFIC                       | 1.00% |
|                | GUARDIAN EDGE – SYMANTEC                 | 0.50% |
|                | GW MICRO                                 | 1.00% |
|                | IBM                                      | 1.50% |
|                | ICM CONVERSIONS                          | 1.00% |
|                | INFOR                                    | 1.00% |
|                | INTERMEDIX EMSYSTEMS                     | 1.50% |
|                | HP                                       | 1.00% |
|                | HUMANWARE                                | 1.00% |
|                | INFORMATION BUILDERS                     | 1.00% |
|                | KRONOS SOFTWARE                          | 1.50% |
|                | LANDESK                                  | 1.50% |
|                | LASERFISCHE                              | 1.00% |
|                | LIQUIDWARE STATUSPHERE                   | 1.00% |
|                | MICROFOCUS INC                           | 1.50% |

#### PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.



**ATTACHMENT C1 - PRICING SUBMISSION SHEET****NASPO VALUEPOINT****SOFTWARE VALUE-ADDED RESELLER (SVAR)**

|                                             |       |
|---------------------------------------------|-------|
| MINJET                                      | 1.00% |
| MPS                                         | 1.00% |
| MQSOFTWARE – BMC SOFTWARE                   | 1.50% |
| NCIRCLE                                     | 1.00% |
| NETOP                                       | 1.00% |
| NUANCE                                      | 1.50% |
| ORACLE                                      | 1.50% |
| OSAM                                        | 1.50% |
| PASSPORT                                    | 1.00% |
| PATCHLINK                                   | 1.00% |
| PROOFPOINT                                  | 1.50% |
| RSA SECURITY                                | 1.50% |
| REFERENCIA SYSTEMS                          | 1.00% |
| SAP AMERICA                                 | 1.50% |
| SAS                                         | 1.50% |
| SOLUTIONS SOFTWARE                          | 1.00% |
| SOPHOS                                      | 1.50% |
| SPLUNK SOFTWARE                             | 1.50% |
| STASEEKER NETWORK INFRASTRUCTURE MONITORING | 1.00% |
| STELLEMENT – ORACLE                         | 1.50% |
| SUNGUARD                                    | 1.00% |
| SYBASE                                      | 1.00% |
| TECHSMITH                                   | 1.00% |
| TREND MICRO                                 | 1.50% |
| TRUSTWARE                                   | 1.50% |
| ULTRABAC                                    | 1.00% |
| VORMETRIC                                   | 1.00% |
| WEBSense                                    | 1.50% |
| any other non-listed publisher              | 2.00% |

# ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES

## NASPO VALUEPOINT

### SOFTWARE VALUE-ADDED RESELLER (SVAR)

| Service being Offered as a Separate Charge         | Rate                                                                                                                                                                                                                                                                                                                                       | Unit of Measure                                                                                    |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Sr. Services Provider - In-Scope Software Services | \$ 220.00                                                                                                                                                                                                                                                                                                                                  | Hourly                                                                                             |
| Services Provider - In-Scope Software Services     | \$ 182.00                                                                                                                                                                                                                                                                                                                                  | Hourly                                                                                             |
| Sr. Project Manager - Software                     | \$ 220.00                                                                                                                                                                                                                                                                                                                                  | Hourly                                                                                             |
| Project Manager - Software                         | \$ 182.00                                                                                                                                                                                                                                                                                                                                  | Hourly                                                                                             |
| Sr. Engagement Manager - Software                  | \$ 220.00                                                                                                                                                                                                                                                                                                                                  | Hourly                                                                                             |
| Publisher Provided - In-Scope Software Services    | As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.            | TBD (may be hourly, annually, per project, or other according to Publisher's offerings)            |
| Third Party Provided - In-Scope Software Services  | As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees. | TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings) |

As detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described above.

**Instructions:**

- Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.
- Under Column B. indicate Rate
- Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)



**Attachment D – Executive Summary** - Submit no more than two pages which briefly describe the Offer. *Attachment D – Executive Summary* should highlight the major features of the Offer. The reader should be able to determine the essence of the Offer by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

SHI International Corp. is pleased to submit our response to the NASPO ValuePoint Request for Proposal ADSP016-00005829 for Software Value Added Reseller (SVAR) Services. SHI has been in business for over 26 years, specializing in Software Volume Licensing Agreements and Software Asset Management since our inception.

SHI's proposal supplies details of the Public Sector experience, dedication to customer service, account and license management expertise, e-Procurement capabilities, and competitive pricing that we offer to our current customers. We intend to bring these same benefits to NASPO ValuePoint and each Participating State under the new SVAR contract as well.

To highlight the major features of our offer:

- SHI has had over 20 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our response details our experience managing IT contracts that are used in all 50 states.
- In particular, SHI has had the privilege of working with WSCA/NASPO ValuePoint during the term of the current SVAR contract. We have devoted the people, resources, and new ideas to make the SVAR contract a success; this is evident in the number of Participating Addenda signed with SHI and our revenue through the contract, as well as in the strong customer relationships we have formed. Together in partnership with NASPO ValuePoint and each of the Participating States, we have truly put the SVAR contract's benefits to work for customers across the country. We have been thankful for the opportunity and look forward to achieving even more for the Participating States with whom we partner under the new contract.
- SHI's account teams have significant tenure supporting the IT needs of State and Local Government and Education. Our field and inside sales teams are dedicated exclusively to Public Sector customers.
- SHI's e-Procurement systems are highly advanced and customized for our customers. Our quoting, ordering, tracking, and reporting capabilities are all customizable to help simplify our customers' processes.
- SHI's pricing methodology is competitive and stands the test of time. We understand that government entities need to identify cost savings wherever possible. SHI's proposal not only offers a competitive markup, but also provides additional opportunities to assist customers with real savings and help you to achieve best value in your procurements. Your SHI team will work with you every day to help analyze your spending, your current and future projects, and buying alternatives. The savings that States realize when working with SHI to plan and negotiate their Software Volume Licensing Agreements can be in the thousands, hundreds of thousands, or even millions of dollars.

SHI's response to Attachment A, Qualifications, provides NASPO ValuePoint with an overview of our experience and expertise working with states across the country in fulfillment of their software needs. We also provide details on the SHI sales and support team members who will support the new SVAR contract, just as they have supported the current agreement.



SHI's response to Attachment B, Methodology, provides NASPO ValuePoint with specific details of how we will support the day to day needs under the contract for NASPO ValuePoint, the Participating States, and each individual contract user. Our responses are based on real data from Participating States and the actual teams and processes that we have put in place to support this contract.

SHI has demonstrated that we are a top partner for NASPO ValuePoint Participating States. We are confident in our ability to meet and exceed your expectations and requirements under this contract. There are only a few areas where we have provided comments or requested clarifications within a separate section of the offer, per the instructions for Section 2: Solicitation Requirements, Information and Instructions to Offerors, section 2.3.4.

SHI would welcome the opportunity to discuss our proposal with you in more detail. We hope you find our proposal compelling, based upon the elements of this offer and also based upon the last five years of strong partnership under the SVAR contract. We have worked very hard to make the current SVAR contract a great resource for all contract users, and we are committed to enhancing our offerings, services, and team even further over the next contract term. We are confident in our ability to provide excellent support to NASPO ValuePoint and each Participating State under the new contract, and we look forward to working with you!



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0567

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 3

### **STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF COMPUTERS ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH MARCH 31, 2020, AND ANY FUTURE RENEWAL PERIODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of computers on an as-needed basis from various vendors pursuant to a National Association of State Procurement Officials ValuePoint cooperative purchasing agreement through March 31, 2020, and any future renewal periods.

City of Fayetteville Staff Review Form

2017-0567

Legistar File ID

10/17/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Fulmer

9/27/2017

Information Technology /  
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of computers, on an as-needed basis, from various vendors utilizing state procurement contract SP-16-0019 through the National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #MNWNC-117 through March 31, 2020, and any future renewal periods.

Budget Impact:

Various

Various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Lioneld Jordan and City Council

**THRU:** Don Marr, Chief of Staff  
Keith Macedo, Information Technology Director

**FROM:** Brad Fulmer, Infrastructure Manager

**DATE:** September 27, 2017

**SUBJECT:** Resolution to approve purchasing computer equipment through the State of Arkansas cooperative procurement contract SP-16-0019

---

**RECOMMENDATION:**

A resolution to authorize the purchase of computer equipment, on an as-needed basis, from various vendors utilizing state procurement contract SP-16-0019 through the National Association of Procurement Officials (NASPO) ValuePoint Cooperative Contract #MNWNC-117, through March 31, 2020, and any future renewal periods.

**BACKGROUND:**

Computer equipment were bid through a national cooperative known as NASPO Value Point. The State of Arkansas signed participating contract SP-16-0019, through agreement #4600035742, to acknowledge NASPO ValuePoint #MNWNC-117 for computers which can be utilized by all Arkansas state agencies and cooperative participants including cities, counties, schools (K-12), colleges and universities. The NASPO ValuePoint purchasing cooperative program is led by State Procurement Officers from member States elected by their peers. Every NASPO ValuePoint contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead state's central procurement office under direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

Contract SP-16-0019 was awarded to multiple vendors and the initial term is valid through March 31, 2020

**DISCUSSION:**

Purchasing computers from the State of Arkansas contract gives the City an opportunity to have competitive pricing which is based off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the NASPO ValuePoint cooperative contract provides. The City is currently using NASPO ValuePoint cooperative purchasing contracts to purchase Cisco network equipment. City staff have spot checked a number of recent Cisco purchases against the NASPO ValuePoint contract pricing and verified the cooperative purchase agreement is providing us the best value available at this time. There is no fee to the City to purchase from the state contract.



**BUDGET/STAFF IMPACT:**

Computers are budgeted within each division and various capital improvement projects and operating budgets across the City.

**Attachments:**

Staff Review Form

NASPO ValuePoint Participating Addendum with State of Arkansas

State of Arkansas Contract SP-16-0019 and Agreement #4600035742

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## Computers

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| Expiration Date | Contract Tracking # | Outline Agreement # | Vendor   |
|-----------------|---------------------|---------------------|----------|
| 3/31/2018       | SP-16-0019          | Multiple            | Multiple |

| Buyer          | Co-Op             | Mandatory | Minority | Green |
|----------------|-------------------|-----------|----------|-------|
| Shane Phillips | NASPO Value Point | No        | No       | No    |

| Title                                                           | Posted     |
|-----------------------------------------------------------------|------------|
| <a href="#">AASIS Multiple Vendor OA Instructions</a>           | 11/05/2015 |
| <a href="#">Apple(Expires 3/31/2018)</a>                        | 04/03/2017 |
| <a href="#">Bytespeed (Expires 3/31/2020)</a>                   | 04/03/2017 |
| <a href="#">Dell (Expires 3/31/2020)</a>                        | 04/03/2017 |
| <a href="#">EMC (Expires 3/31/2020)</a>                         | 04/03/2017 |
| <a href="#">Hewlett Packard Enterprises (Expires 3/31/2018)</a> | 04/03/2017 |
| <a href="#">Howard Technologies (Expires 3/31/2020)</a>         | 04/06/2017 |
| <a href="#">HP Inc. (Expires 3/31/2020)</a>                     | 04/03/2017 |
| <a href="#">IBM (Expires 3/31/2018)</a>                         | 04/03/2017 |
| <a href="#">Lenovo (Expires 3/31/2020)</a>                      | 04/03/2017 |
| <a href="#">Microsoft (Expires 3/31/2020)</a>                   | 04/03/2017 |
| <a href="#">NetApp (Expires 3/31/2020)</a>                      | 04/03/2017 |
| <a href="#">Nimble (Expires 3/31/2020)</a>                      | 04/07/2017 |
| <a href="#">Panasonic (Expires 3/31/2020)</a>                   | 04/04/2017 |
| <a href="#">Pure Storage (Expires 3/31/2018)</a>                | 04/04/2017 |

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**Contract # 4600035742**

**Vendor # 100124267**

*Products Offered: Desktops, Laptops, Tablets, Servers, Storage*

*Contract Website: <http://solutions.lenovo.com/naspo>*

**Manufacturer Contact:**

Lenovo      Melissa Autrey-Freeman      [mautrey@lenovo.com](mailto:mautrey@lenovo.com)      (919) 294-0609      100124267

**Partners:**

|                   |                      |                                                                                |                   |           |
|-------------------|----------------------|--------------------------------------------------------------------------------|-------------------|-----------|
| CDW-G             | Ashley DiCiucio      | <a href="mailto:ashled@cdw.com">ashled@cdw.com</a>                             | (877) 765-2940    | 100093992 |
| GovConnection     | Shelly Lawrence      | <a href="mailto:mlawrence@govconnection.com">mlawrence@govconnection.com</a>   | (800) 800-0019    | 100084080 |
|                   | Sales: Kim Theriault | <a href="mailto:ktheriault@govconnection.com">ktheriault@govconnection.com</a> | S x75582 K x33272 |           |
| SHI International | David Rounds         | <a href="mailto:David_Rounds@shi.com">David_Rounds@shi.com</a>                 | (512) 392-4703    | 100160551 |

**Special Instructions:**

Value-Added Services

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

Performance Standards:

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services **must** have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

Configuration Limits:

The following configuration limits are based on a single computer configuration:

| Item        | Configuration |
|-------------|---------------|
| Servers     | \$ 500,000    |
| Storage     | \$ 500,000    |
| Desktops    | \$ 100,000    |
| Laptops     | \$ 100,000    |
| Tablets     | \$ 50,000     |
| Peripherals | \$ 50,000     |
| Services    | \$ 10,000     |

Purchase Order Instructions:

All purchase orders issued **must** include the following:

- NASPO ValuePoint Contract number      **MNWNC-117**
- State Contract number      **SP-16-0019 / 4600035742**
- Agency Name, Address, Contact, Phone number
- IT procurement and/or other applicable approvals
- Orders shall be made out to the Contractor or Resellers

Leasing:

Leasing is not authorized under this contract.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**MASTER AGREEMENT No: MNWNC-117**  
**Lenovo (United States), Inc.**  
**(hereinafter "Contractor")**  
**and**  
**State of Arkansas**  
**Contract No: 4600035742**

**1. Scope:**

This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services (Bands 1-5) from contract MNWNC-117 led by the State of Minnesota. It is for use by Arkansas state agencies and other entities located in the State that are authorized by the Arkansas Office of State Procurement to utilize state contracts.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by Arkansas in this Participating Addendum.

**2. Participation:**

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

**3. Order of Precedence:**

- A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement.
- B. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor's response to the solicitation

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State Modifications or Additions to Master Agreement:**

These modifications or additions **shall** apply only to actions and relationships within Arkansas.

- A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software **shall not** be procured.
- B. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to [OSP.ITContracts@dfa.arkansas.gov](mailto:OSP.ITContracts@dfa.arkansas.gov). Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
  - 1) Vendor Contract Number
  - 2) State
  - 3) Customer Type (State, Education, Local Government)
  - 4) Bill to Name
  - 5) Customer PO Number
  - 6) Customer Number

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**MASTER AGREEMENT # MNWNC-117**

- 7) Order Date
- 8) Product/Service Description
- 9) Retail Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

- C. An administrative fee of one half (1/2) of one (1) percent of the net sales per quarter **shall** be collected on behalf of the State of Arkansas and **shall** be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

| Period End   | Admin Fee Due |
|--------------|---------------|
| June 30      | July 31       |
| September 30 | October 31    |
| December 31  | January 31    |
| March 31     | April 30      |

The administrative fee **shall** be submitted to the following address:

Office of State Procurement  
Attn: Contract Administration Fee  
1509 W 7<sup>th</sup> St, Room 300  
Little Rock, AR 72201

- D. Payments **shall** be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest **shall** be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency **shall** make a good-faith effort to pay within thirty (30) days after the date of invoice.
- E. Financial and accounting records relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities **shall** provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.
- F. The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right of sovereign immunity.
- G. Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the contractor. All travel **must** be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.
- H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement MNWNC-117. The contractor **shall** defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement. This section replaces only section C17A of the Master Agreement; the remainder of section C17 remains in full force and effect.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**MASTER AGREEMENT # MNWNC-117**

- J. CONFIDENTIAL INFORMATION **shall** only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).
- K. The Contractor may use Resellers; however, the Contractor **shall** be responsible for any agreements with the Resellers. Resellers are authorized by Lenovo and approved by the State of Arkansas to assist end user in locating products and services based on the terms and conditions of the Master Agreement and this Participating Addendum. The State of Arkansas **shall not** agree to and **shall not** be responsible for any terms and conditions with a Reseller. Orders and payments will be issued directly to the Reseller. The State of Arkansas may at any time add or remove Resellers with written notice to the Contractor.

The Contractor may use Agents authorized by Lenovo and approved by the State of Arkansas to assist in marketing efforts and helping end users locating products and services. Agents do not accept purchase orders or payments. Orders and payments will be issued directly to Lenovo. At any time the State of Arkansas may add or remove Agents with written notice to the Contractor.

List of OSP approved Resellers and Agents will be posted on the Arkansas landing page of the Contractor's website.

The following Resellers **shall** be authorized to provide product delivery and services:

| Subcontractor       | Contact                                               | Phone                                                   | Email                                                       |
|---------------------|-------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------|
| CDW                 | Ashley DiCiucio                                       | 877-765-2940                                            | ashled@cdw.com                                              |
| SHI                 | David Rounds                                          | 512-392-4703                                            | David_Rounds@shi.com                                        |
| GovConnection, Inc. | For Sales: Kim Theriault<br>Contract: Shelly Lawrence | Kim 800-800-0019 x 33272<br>Shelly 800-800-0019 x 75582 | ktheriault@govconnection.com<br>mlawrence@govconnection.com |
|                     |                                                       |                                                         |                                                             |

- L. Leasing **shall not** be authorized under this Participating Addendum.
- M. The following configuration limits are based on a single computer configuration:

| Item             | Configuration |
|------------------|---------------|
| Server/Storage   | \$ 500,000    |
| Desktops/Laptops | \$ 100,000    |
| Tablets          | \$ 50,000     |
| Peripherals      | \$ 50,000     |
| Services         | \$ 10,000     |

The contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

**5. Purchase Order Instructions:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum **shall** include the following:

- A. NASPO ValuePoint Contract number **MNWNC-117**
- B. State contract number **SP-16-0019 4600035742**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor or Reseller

**6. Performance Standards**

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services **must** have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**MASTER AGREEMENT # MNWNC-117**

**7. Individual Customer**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services **shall** be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

**8. Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

|                   |                 |                                                                      |
|-------------------|-----------------|----------------------------------------------------------------------|
| <b>Lead State</b> | Name            | Sue Kahle                                                            |
|                   | Address         | 50 Sherburne Ave, Room 112                                           |
|                   | City, State Zip | St Paul, MN 55155                                                    |
|                   | Telephone       | 651-201-2434                                                         |
|                   | E-mail          | <a href="mailto:Susan.kahle@state.mn.su">Susan.kahle@state.mn.su</a> |

|                         |                 |                                                              |
|-------------------------|-----------------|--------------------------------------------------------------|
| <b>NASPO ValuePoint</b> | Name            | Tim Hay                                                      |
|                         | Address         | 201 East Main St, Suite 1405                                 |
|                         | City, State Zip | Lexington, KY 40607                                          |
|                         | Telephone       | 503-428-5705                                                 |
|                         | E-mail          | <a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a> |

|                   |                 |                                                            |
|-------------------|-----------------|------------------------------------------------------------|
| <b>Contractor</b> | Name            | Melissa Autrey-Freeman                                     |
|                   | Address         | 1009 Think Place B1 3A5                                    |
|                   | City, State Zip | Morrisville, NC 27560                                      |
|                   | Telephone       | 919-294-0609                                               |
|                   | E-mail          | <a href="mailto:mautrey@lenovo.com">mautrey@lenovo.com</a> |

|                          |                 |                                                                                  |
|--------------------------|-----------------|----------------------------------------------------------------------------------|
| <b>State of Arkansas</b> | Name            | Jaime Motley                                                                     |
|                          | Address         | 1509 W 7th St 3rd Floor                                                          |
|                          | City, State Zip | Little Rock, AR 72201                                                            |
|                          | Telephone       | 501-371-6065                                                                     |
|                          | E-mail          | <a href="mailto:Jaime.Motley@dfa.arkansas.gov">Jaime.Motley@dfa.arkansas.gov</a> |

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
**MASTER AGREEMENT No: MNWNC-117**  
**Lenovo (United States), Inc.**  
**(hereinafter "Contractor")**  
**and**  
**State of Arkansas**  
**Contract No: 4600035742**

This Participating Addendum and the Master Agreement number MNWNC-117 (administered by the State of Minnesota) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions **shall** be hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits **shall** prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

| State of Arkansas: |                     | Contractor: |                                      |
|--------------------|---------------------|-------------|--------------------------------------|
| By:                | <i>Randy Wright</i> | By:         | <i>[Signature]</i>                   |
| Name:              | <i>Randy Wright</i> | Name:       | Robin Howdershelt                    |
| Title:             | <i>Asst Admin</i>   | Title:      | Inside Sales Director, Public Sector |
| Date:              | <i>9/24/15</i>      | Date:       | 9/22/15                              |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0571

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 4

### **NEOGOV, INC. AMENDMENT:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the 2010 and 2013 service agreements with NEOGOV, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.

City of Fayetteville Staff Review Form

2017-0571

Legistar File ID

10/17/2017

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

Keith Macedo

9/28/2017

Information Technology /  
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving the attached NeoGov applicant tracking and performance evaluation software maintenance renewal amendment in the amount of \$23,530.50. The attached software renewal form provides annual support for our existing NeoGov software.

Budget Impact:

1010.120.1220-5315.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 44,400.00

Funds Obligated \$ 3,765.00

Current Balance \$ 40,635.00

Does item have a cost? Yes

Item Cost \$ 23,530.50

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 17,104.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Brenda Reed, Director of Human Resources

**FROM:** Keith Macedo, Director of Information Technology

**DATE:** September 25, 2017

**SUBJECT:** NeoGov Applicant Tracking and Performance Evaluation Software Maintenance  
Renewal Amendment

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**RECOMMENDATION:**

Staff recommends approving the attached NeoGov applicant tracking and performance evaluation software maintenance renewal amendment in the amount of \$23,530.50. The attached software renewal form provides annual support for our existing NeoGov software.

**BACKGROUND:**

The City initially contracted with NeoGov, on December 16, 2010, to provide applicant tracking and online job posting software in the amount of \$7,000.00 per year. The City added NeoGov's job performance evaluation software, in the amount of \$12,000.00 per year, on December 20, 2013. Both of these contracts were administratively approved since the total cost of the annual contract was less than \$20,000.00. Since 2013 the City has paid NeoGov \$19,000.00 per year for their applicant tracking, online job posting, and performance evaluation software. Although NeoGov's 2010 and 2013 service agreement contracts both contained price increase clauses per service agreement, NeoGov did not increase their prices until 2017.

**DISCUSSION:**

The attached renewal is subject to the terms within the existing service agreement contracts and quotes a new renewal rate, in the amount of \$23,530.50. Per the existing service agreements, NeoGov can request an increase in annual maintenance, which is capped per service agreement term. Staff reviewed the increase in annual maintenance, contained within the attached renewal form, and verified it falls within the service agreement terms.

**BUDGET/STAFF IMPACT:**

Staff recommends approving the NeoGov applicant tracking and performance evaluation software renewal amendment in the amount of \$23,530.50, with a 5% escalation per service agreement term, as documented in the service agreements. Annual software maintenance for NeoGov is funded within the General Fund Human Resources division operating budget.

**Attachments:** Staff Review Form, Staff Review Memo, Renewal Form, NeoGov Service Agreements

## Amendment 1

### EXHIBIT A – RENEWAL FORM

**Customer:**

Fayetteville, City of (AR)  
113 W. Mountain  
Fayetteville AR 72701

**Bill To:**

Pam Ferguson  
Fayetteville, City of (AR)  
113 W. Mountain  
Fayetteville AR 72701

Phone:  
Email: pferguson@fayetteville-ar.gov

**Quote Date:**

7/11/2017

**Revision:**

1

**Valid From:**

N/A

**Valid To:**

N/A

**Requested Service Date:**

TBD

**Order Number:**

**Initial Term:** 12/16/2017 to 12/15/2018

**Order Summary** NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 year = 4% discount, 3 year = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license

| Item                                                                                 | 2017-2018          |
|--------------------------------------------------------------------------------------|--------------------|
| <b>Insight Software License</b><br>License Subscription & Maintenance (10% Discount) | \$10,930.50        |
| <b>Performance Evaluation Software License</b><br>License Subscription & Maintenance | \$12,600.00        |
| <b>Total</b>                                                                         | <b>\$23,530.50</b> |

| Included with License                                  |  |
|--------------------------------------------------------|--|
| Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT |  |
| Product Upgrades to Licensed Software                  |  |
|                                                        |  |

# Amendment 1

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## **Order Detail**

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

### **1.0 Insight Enterprise (IN)**

#### **License Subscription to NEOGOV IN**

The Customer's subscription to the Insight platform includes the following functionality:

##### **Recruitment**

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

##### **Selection**

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

##### **Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

##### **Reporting and Analysis**

- 90 standard system reports
- Ad Hoc reporting tool

##### **HR Automation**

- Create and route job requisitions for approval
- Certification/eligible lists

### **2.0 GovernmentJobs.com Job Posting Subscription NA**

#### **(GJC) License Subscription**

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

# Amendment 1

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## 3.0 NEOGOV Perform (PE)

### License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

## 4.0 NEOGOV Onboarding (ON) NA

### License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms\*

\*NEOGOVS ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

## 5.0 NEOGOV Integrations NA

NEOGOVS offers Standard Integrations as well as platform APIs for 3<sup>rd</sup> party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOVS APIs are to be configured directly by Customer staff using NEOGOVS documentation. If required, Professional Services may be included by NEOGOVS to help define and validate scope, business requirements, timelines, and associated costs (if applicable).



### 6.0 NEOGOV Services NA

#### Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

#### Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

## Addendum 1

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### **Order Form Terms and Conditions:**

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

#### **Provide all required software and licenses**

One hundred percent (100%) of the annual license price is payable within thirty (30) days of Customer receipt of invoice.

#### **Software Provisioning**

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

#### **Training**

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

|                   |                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------|
| <u>Customer</u>   | <u>NEOGOV, Inc.</u>                                                                                    |
| Signature: _____  | Signature:  _____ |
| Print Name: _____ | Print Name: <u>John Closs</u>                                                                          |
| Title: _____      | Title: <u>Finance</u>                                                                                  |
| Date: _____       | Date: <u>9/21/2017</u>                                                                                 |

## **Addendum 1**

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**City of Fayetteville Staff Review Form**

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

N/A

City Council Meeting Date  
Agenda Items Only

Missy Leflar

**Submitted By**

Human Resources

**Division**

Finance & Internal Services

**Department**

**Action Required:**

The attached contract is for the City to purchase software that would enable job applicants to apply for jobs online. The increased efficiencies associated with this are part of the HR Strategic Plan endorsed by the Administration.

\$12,000

Cost of this request

\$

Category / Project Budget

Job Applicant Software

Program Category / Project Name

1010.1220.5209.00

Account Number

\$

Funds Used to Date

Program / Project Category Name

\$

Remaining Balance

General Fund

Fund Name

**Budgeted Item**

☒

**Budget Adjustment Attached**

☐

Department Director

Date

*[Signature]*

12-16-2010

City Attorney

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Paul A. Bach  
Finance and Internal Services Director

12-16-2010  
Date

Received In City Clerk's Office 12-16-10 P03:22 RCVD

Paul A. Bach for the Mayor

Chief of Staff

12-16-2010  
Date

Received in Mayor's Office

ENTERED  
12-20-10 LB

Mayor

12/16/10  
Date

Comments:

## Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 21<sup>st</sup> day of December, 2010, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

### 1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

### 4. Ownership, Protection and Security.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

#### **9. Term and Termination.**

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

#### **10. Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or



modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:

  
LIONEL JORDAN 12/16/16  
MAYOR DATE

GovernmentJobs.com, Inc., a California corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A – ORDER FORM

|                                                                                                                                             |  |                                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------|--|
| <b>Customer:</b>                                                                                                                            |  | <b>Bill To:</b>                                                              |  |
| <u>NAME</u><br><br><u>AGENCY</u>                                                                                                            |  | Attention To:                                                                |  |
|                                                                                                                                             |  | <u>Address:</u>                                                              |  |
|                                                                                                                                             |  | <u>Phone:</u>                                                                |  |
|                                                                                                                                             |  | <u>Email:</u>                                                                |  |
| <u>Quote Date:</u> 12/16/2010<br><u>Valid From:</u> 12/16/2010<br><u>Valid To:</u> Today plus 30 days<br><u>Requested Service Date:</u> TBD |  | <u>Revision:</u> 1<br><u>Order Number:</u><br><u>Initial Term:</u> 12 Months |  |

Order Summary

| <u>Line</u>         | <u>Description<sup>1</sup></u>                     | <u>Annual<br/>Recurring<br/>Cost</u> | <u>Non-<br/>Recurring<br/>Cost</u> |
|---------------------|----------------------------------------------------|--------------------------------------|------------------------------------|
| 1.0                 | <u>Insight Enterprise Edition</u>                  |                                      |                                    |
| 1.1                 | <u>Subscription License</u>                        | <u>\$7,000.00</u>                    |                                    |
| 1.2                 | <u>Provisioning</u>                                |                                      | <u>\$5,000.00</u>                  |
| 1.3                 | <u>Training</u>                                    |                                      | <u>Included</u>                    |
| 2.0                 | <u>Governmentjobs.com Annual License *optional</u> | <u>\$1,500.00</u>                    |                                    |
| <b>Sub Total:</b>   |                                                    | <b>\$7,000.00</b>                    | <b>\$5,000.00</b>                  |
| <b>Order Total:</b> |                                                    | <b>\$12,000.00</b>                   |                                    |

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

## Order Detail

### **1.0 Insight Enterprise Edition**

#### **1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

##### **Recruitment**

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

##### **Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)\*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

##### **Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

##### **Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

##### **HR Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

\* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

\* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

**Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

**Product Upgrades to Licensed Software**

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

**1.2 Provisioning**

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

**1.3 Training**

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

## Order Form

NEOGOV™

### Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <u>Customer</u>                                                                                | <u>NEOGOV, Inc.</u> |
|------------------------------------------------------------------------------------------------|---------------------|
| Signature:  | Signature: _____    |
| Print Name: <u>LIONEL JORDAN</u>                                                               | Print Name: _____   |
| Title: <u>Mayor</u>                                                                            | Title: _____        |
| Date: <u>12/21/10</u>                                                                          | Date: _____         |



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (M/D/YYYY)  
12/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>TechInsurance<br>1301 Central Expy. South, Suite 115<br>Allen, TX 75013                      | <b>CONTACT NAME:</b><br>PHONE (A/C, No. Cert): (800) 868-7020<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #:<br><b>FAX (A/C, No.):</b> (972) 390-8181                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|------------------------------------------------|-------|------------------------------------------------------|-------|----------------------------------------------------------------|-------|------------------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>Governmentjobs.Com, Inc. dba Neogov<br>222 N Sepulveda Blvd, Ste 2000<br>El Segundo, CA 90245 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Property and Casualty Insurance Company of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: ACE Insurance Company of Ohio</td> <td>22687</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hartford Casualty Insurance Company | 29424 | INSURER B: Hartford Insurance Company of the Midwest | 37478 | INSURER C: Property and Casualty Insurance Company of Hartford | 34690 | INSURER D: ACE Insurance Company of Ohio | 22687 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                   | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER A: Hartford Casualty Insurance Company                                                                  | 29424                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER B: Hartford Insurance Company of the Midwest                                                            | 37478                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER C: Property and Casualty Insurance Company of Hartford                                                  | 34690                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER D: ACE Insurance Company of Ohio                                                                        | 22687                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER E:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER F:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                | ADDITIONAL INSURER   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Yes                  | 485EASE9454   | 1/25/2010               | 1/25/2011               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS COMP/OP AGG \$ 4,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                  |                      |               |                         |                         |                                                                                                                                                                                                                                         |
| G        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                              | Yes                  | 49UHCY4157    | 4/10/2010               | 4/10/2011               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                   |
|          |                                                                                                                                                                                                                                                                                                                                  |                      |               |                         |                         |                                                                                                                                                                                                                                         |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><b>DEDUCTIBLE</b><br><b>RETENTION \$</b>                                                                                                                                                                                                                                           | OCCUR<br>CLAIMS-MADE |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$                                                                                                                                                                                          |
|          |                                                                                                                                                                                                                                                                                                                                  |                      |               |                         |                         |                                                                                                                                                                                                                                         |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                    | Y/N<br>N             | 46WCCG8195    | 1/25/2010               | 1/25/2011               | <input checked="" type="checkbox"/> WORK STATUS - INJURY<br>F1 EACH ACCIDENT \$ 1,000,000<br>E1 DISEASE - CA EMPLOYEE \$ 1,000,000<br>E1 DISEASE - POLICY LIMIT \$ 1,000,000                                                            |
|          |                                                                                                                                                                                                                                                                                                                                  |                      |               |                         |                         |                                                                                                                                                                                                                                         |
| D        | Professional Liability (Errors and Omissions)                                                                                                                                                                                                                                                                                    |                      | G20072179C03  | 1/25/2010               | 1/25/2011               | Occurrence / Aggregate \$2,000,000 / \$7,500,000                                                                                                                                                                                        |

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

City of Fayetteville is named as Additional Insured with regard to the general liability

## CERTIFICATE HOLDER

City of Fayetteville  
 113 W. Mountain  
 Fayetteville AR 72701

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Thomas Cook*

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

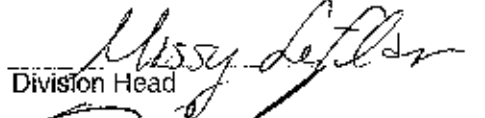
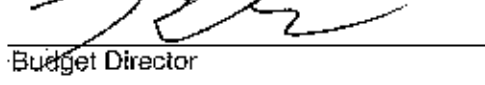
|                                |                                                                                                |                                       |                          |
|--------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2010 | Department: Chief of Staff<br>Division: Human Resources<br>Program: Employee Benefits/Services | <b>Request Date</b><br><br>12/17/2010 | <b>Adjustment Number</b> |
|--------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|

**JUSTIFICATION TO INCREASE PROJECT / ITEM:**

Additional funds are needed in software maintenance to purchase NeoGov.

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

| Account Name         | Account Number    | Increase Budget | Decrease Budget | Project.Sub Number |
|----------------------|-------------------|-----------------|-----------------|--------------------|
| Software Maintenance | 1010.1220.5416.00 | 2,300           |                 |                    |
| Software             | 1010.1220.5209.00 |                 | 2,300           |                    |
|                      |                   |                 |                 |                    |
|                      |                   |                 |                 |                    |
|                      |                   |                 |                 |                    |
| <b>TOTAL</b>         |                   | <u>2,300</u>    | <u>2,300</u>    |                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div data-bbox="53 1354 535 1470">  </div> <div data-bbox="53 1470 535 1554">  </div> <div data-bbox="53 1554 535 1638"> <div data-bbox="53 1554 535 1638"></div> </div> <div data-bbox="53 1638 535 1722"> <div data-bbox="53 1638 535 1722"></div> </div> <div data-bbox="53 1722 535 1806"> <div data-bbox="53 1722 535 1806"></div> </div> <div data-bbox="53 1806 535 1890"> <div data-bbox="53 1806 535 1890"></div> </div> <div data-bbox="53 1890 535 1917"> <div data-bbox="53 1890 535 1917"></div> </div> | <div data-bbox="617 1407 698 1449">Date</div> <div data-bbox="617 1491 698 1533">Date</div> <div data-bbox="617 1575 698 1617">Date</div> <div data-bbox="617 1659 698 1701">Date</div> <div data-bbox="617 1743 698 1785">Date</div> <div data-bbox="617 1827 698 1869">Date</div> <div data-bbox="617 1911 698 1953">Date</div> | <div data-bbox="779 1365 1481 1449"> <b>Requested By</b> <span style="float: right;">BARBARA FELL</span> </div> <div data-bbox="779 1449 1481 1491"> <b>Budget &amp; Research Use Only</b> </div> <div data-bbox="779 1491 1481 1554"> <b>Type:</b>    A       B       C       D       <u>E</u> </div> <div data-bbox="779 1554 1481 1638"> <b>Description:</b> _____ </div> <div data-bbox="779 1638 1481 1701"> <b>General Ledger Date</b> _____ </div> <div data-bbox="779 1701 1481 1764"> <b>Posted to General Lodger</b>    Initial    Date </div> <div data-bbox="779 1764 1481 1827"> <b>Posted to Project Accounting</b>    Initial    Date </div> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

### 1. Provision of On-line Services

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

### 4. Ownership, Protection and Security

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

## **5. NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. *Publicity.* Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. *Nondisclosure.* Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

## **8. Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

#### **9. Term and Termination.**

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

#### **10. Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:

  
LIONEL JORDAN 12/16/16  
MAYOR DATE

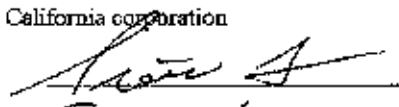
GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:

  
SCOTT LEMAY  
PRESIDENT  
12/16/16

**Order Form**

NEOGOV™

**EXHIBIT A - ORDER FORM****Customer:****Bill To:**

|                                  |                                                                               |
|----------------------------------|-------------------------------------------------------------------------------|
| <u>NAME</u><br><br><u>AGENCY</u> | <u>Attention To:</u><br><u>Address:</u><br><br><u>Phone:</u><br><u>Email:</u> |
|----------------------------------|-------------------------------------------------------------------------------|

|                                |                    |                      |           |
|--------------------------------|--------------------|----------------------|-----------|
| <u>Quote Date:</u>             | 12/16/2010         | <u>Revision:</u>     | 1         |
| <u>Valid From:</u>             | 12/16/2010         |                      |           |
| <u>Valid To:</u>               | Today plus 30 days | <u>Order Number:</u> |           |
| <u>Requested Service Date:</u> | TBD                | <u>Initial Term:</u> | 12 Months |

**Order Summary**

| <u>Line</u>         | <u>Description<sup>1</sup></u>              | <u>Annual<br/>Recurring<br/>Cost</u> | <u>Non-<br/>Recurring<br/>Cost</u> |
|---------------------|---------------------------------------------|--------------------------------------|------------------------------------|
| 1.0                 | Insight Enterprise Edition                  |                                      |                                    |
| 1.1                 | Subscription License                        | \$7,000.00                           |                                    |
| 1.2                 | Provisioning                                |                                      | \$5,000.00                         |
| 1.3                 | Training                                    |                                      | Included                           |
| 2.0                 | Governmentjobs.com Annual License *optional | \$1,500.00                           |                                    |
| <b>Sub Total:</b>   |                                             | <b>\$7,000.00</b>                    | <b>\$5,000.00</b>                  |
| <b>Order Total:</b> |                                             | <b>\$12,000.00</b>                   |                                    |

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

**Order Detail****1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

**Recruitment**

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

**Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)\*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

**Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

**Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

**HR Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

\* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

\* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

**Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

**Product Upgrades to Licensed Software**

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

**1.2 Provisioning**

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

**1.3 Training**

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.



## Order Form

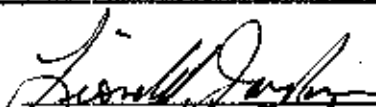
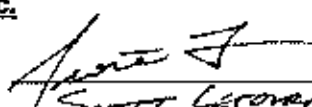
NEOGOV™

### Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <u>Customer</u> |                                                                                     | <u>NEOGOV, Inc.</u> |                                                                                      |
|-----------------|-------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------|
| Signature:      |  | Signature:          |  |
| Print Name:     | David J. Jordan                                                                     | Print Name:         | SCOTT LEROMAIN                                                                       |
| Title:          | Mayor                                                                               | Title:              | PRESIDENT                                                                            |
| Date:           | 12/21/12                                                                            | Date:               | 12/16/12                                                                             |



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
12/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><br>TechInsurance<br>1301 Central Expy. South, Suite 115<br>Allen, TX 75013                      | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext): (800) 668-7020 FAX (A/C No.): (972) 390-8484<br>E-MAIL ADDRESS:<br><b>PRODUCER CUSTOMER REF:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--|-------|------------|-------------------------------------|-------|------------|-------------------------------------------|-------|------------|-----------------------------------------------------|-------|------------|-------------------------------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>GovernmentJobs.Com, Inc. dba Neogov<br>222 N Sepulveda Blvd, Ste 2000<br>El Segundo, CA 90245 | <table border="1"> <thead> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr> <tr> <td>INSURER B:</td><td>Hartford Insurance Company of the Midwest</td><td>37478</td></tr> <tr> <td>INSURER C:</td><td>Property and Casualty Insurance Company of Hartford</td><td>34890</td></tr> <tr> <td>INSURER D:</td><td>ACE Insurance Company of Ohio</td><td>22867</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table> | INSURERS AFFORDING COVERAGE |  | NAC # | INSURER A: | Hartford Casualty Insurance Company | 29424 | INSURER B: | Hartford Insurance Company of the Midwest | 37478 | INSURER C: | Property and Casualty Insurance Company of Hartford | 34890 | INSURER D: | ACE Insurance Company of Ohio | 22867 | INSURER E: |  |  | INSURER F: |  |  |
| INSURERS AFFORDING COVERAGE                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NAC #                       |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER A:                                                                                                          | Hartford Casualty Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 29424                       |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER B:                                                                                                          | Hartford Insurance Company of the Midwest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 37478                       |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER C:                                                                                                          | Property and Casualty Insurance Company of Hartford                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 34890                       |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER D:                                                                                                          | ACE Insurance Company of Ohio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 22867                       |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER E:                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |
| INSURER F:                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |  |       |            |                                     |       |            |                                           |       |            |                                                     |       |            |                               |       |            |  |  |            |  |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| OVER LTR | TYPE OF INSURANCE                                                              | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                            |
|----------|--------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|---------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b>                                                       | Yes                | 485B48E9434   | 1/25/2010               | 1/25/2011               | EACH OCCURRENCE \$ 2,000,000                      |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                    |               |                         |                         | UNEMPLOYMENT COMPENSATION \$ 300,000              |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |                    |               |                         |                         | MED EXP (Per one person) \$ 10,000                |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                             |                    |               |                         |                         | PERSONAL & ADVERTISING \$ 2,000,000               |
| C        | <b>AUTOMOBILE LIABILITY</b>                                                    | Yes                | 485B48E9434   | 4/10/2010               | 4/10/2011               | GENERAL AGGREGATE \$ 4,000,000                    |
|          | <input checked="" type="checkbox"/> ANY AUTO                                   |                    |               |                         |                         | PRODUCTS - COM/PROP AGG \$ 4,000,000              |
|          | <input checked="" type="checkbox"/> ALL OWNED AUTOS                            |                    |               |                         |                         |                                                   |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS                            |                    |               |                         |                         |                                                   |
| E        | <b>UMBRELLA LIAB</b>                                                           | Yes                | 485B48E9434   | 4/10/2010               | 4/10/2011               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                |                    |               |                         |                         | BODILY INJURY (Per person) \$                     |
|          | <input type="checkbox"/> DEDUCTIBLE                                            |                    |               |                         |                         | BODILY INJURY (Per accident) \$                   |
|          | <input type="checkbox"/> RETENTION \$                                          |                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                 |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                           | N/A                | 485B48E9434   | 1/25/2010               | 1/25/2011               |                                                   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NM)     |                    |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |                    |               |                         |                         | E.L. DISEASE - EX EMPLOYEE \$ 1,000,000           |
|          |                                                                                |                    |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000          |
| D        | Professional Liability (Errors and Omissions)                                  |                    | 6200/217/0053 | 1/25/2010               | 1/25/2011               | Occurrence / Aggregate \$2,000,000 / \$2,000,000  |

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

City of Fayetteville is named as Additional Insured with regard to the general liability

|                                                                                                   |                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Fayetteville<br>113 W. Mountain<br>Fayetteville AR 72701 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE: <i>James Cochran</i> |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Service Agreement

**THIS ON-LINE SERVICES AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

### **1. Provision of On-line Services.**

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

**2. Additional NEOGOV Responsibilities.** In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

**3. Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

### **4. Ownership, Protection and Security.**

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

#### **9. Term and Termination.**

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL.) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

#### **10. Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or NEOGOV, Inc.

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

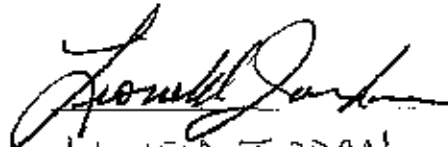
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:

  
LIONELD JORDAN 12/16/10  
MAYOR DATE

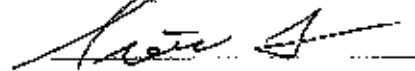
GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:

  
SCOTT LEVANBERG  
PRESIDENT  
12/16/10

**Order Form****NEOGOV™****EXHIBIT A – ORDER FORM****Customer:**NAMEAGENCY**Bill To:**Attention To:Address:Phone:Email:**Quote Date:**12/16/2010**Revision:**1**Valid From:**12/16/2010**Valid To:**Today plus 30 days**Order Number:****Requested Service Date:**TBD**Initial Term:**12 Months**Order Summary**

| <u>Line</u>                | <u>Description</u>                                 | <u>Annual<br/>Recurring<br/>Cost</u> | <u>Non-<br/>Recurring<br/>Cost</u> |
|----------------------------|----------------------------------------------------|--------------------------------------|------------------------------------|
| 1.0                        | <u>Insight Enterprise Edition</u>                  |                                      |                                    |
| 1.1                        | <u>Subscription License</u>                        | <u>\$7,000.00</u>                    |                                    |
| 1.2                        | <u>Provisioning</u>                                |                                      | <u>\$5,000.00</u>                  |
| 1.3                        | <u>Training</u>                                    |                                      | <u>Included</u>                    |
| 2.0                        | <u>Governmentjobs.com Annual License *optional</u> | <u>\$1,500.00</u>                    |                                    |
| <b><u>Sub Total:</u></b>   |                                                    | <b><u>\$7,000.00</u></b>             | <b><u>\$5,000.00</u></b>           |
| <b><u>Order Total:</u></b> |                                                    | <b><u>\$12,000.00</u></b>            |                                    |

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.



**Order Detail****1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

**Recruitment**

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

**Selection**

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)\*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

**Applicant Tracking**

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

**Reporting and Analysis**

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

**HR Automation**

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

\* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

\* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

**Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

**Product Upgrades to Licensed Software**

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

**1.2 Provisioning**

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line Instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

**1.3 Training**

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

## Order Form

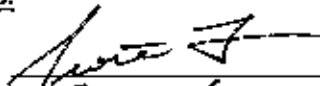
NEOGOV™

### Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <u>Customer</u> |                                                                                     | <u>NEOGOV, Inc.</u> |                                                                                      |
|-----------------|-------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------|
| Signature:      |  | Signature:          |  |
| Print Name:     | Lionel Jordan                                                                       | Print Name:         | SCOTT LERONEAU                                                                       |
| Title:          | Mayor                                                                               | Title:              | PRESIDENT                                                                            |
| Date:           | 1/5/11                                                                              | Date:               | 12/16/10                                                                             |



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
12/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>TechInsurance<br>1301 Central Expy. South, Suite 115<br>Allen, TX 75013                      | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext): (800) 668-7020 FAX (A/C No.): (972) 390-8484<br>E-MAIL ADDRESS:<br>PRODUCER:<br>CUSTOMER ID #:                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|------------------------------------------------|-------|------------------------------------------------------|-------|----------------------------------------------------------------|-------|------------------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>GovernmentJobs.Com, Inc. dba Neogov<br>222 N Sepulveda Blvd, Ste 2000<br>El Segundo, CA 90245 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Property and Casualty Insurance Company of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: ACE Insurance Company of Ohio</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hartford Casualty Insurance Company | 29424 | INSURER B: Hartford Insurance Company of the Midwest | 37478 | INSURER C: Property and Casualty Insurance Company of Hartford | 34690 | INSURER D: ACE Insurance Company of Ohio | 22667 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                   | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER A: Hartford Casualty Insurance Company                                                                  | 29424                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER B: Hartford Insurance Company of the Midwest                                                            | 37478                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER C: Property and Casualty Insurance Company of Hartford                                                  | 34690                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER D: ACE Insurance Company of Ohio                                                                        | 22667                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER E:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |
| INSURER F:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                |       |                                                      |       |                                                                |       |                                          |       |            |  |            |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CLASS | TYPE OF INSURANCE                                                              | ADOL | SUBR | INSR | WWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                   |
|-------|--------------------------------------------------------------------------------|------|------|------|-----|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------|
| A     | GENERAL LIABILITY                                                              |      |      |      |     |               |                         |                         | EACH OCCURRENCE \$ 2,000,000                                                             |
|       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |      |      |      |     |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                                     |
|       | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |      |      |      |     |               |                         |                         | MED EXP (Any one person) \$ 10,000                                                       |
|       |                                                                                |      |      |      |     |               |                         |                         | PERSONAL & ADY INJURY \$ 2,000,000                                                       |
| C     | AUTOMOBILE LIABILITY                                                           |      |      |      |     |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                         |
|       | <input checked="" type="checkbox"/> ANY AUTO                                   |      |      |      |     |               |                         |                         | BODILY INJURY (Per person) \$                                                            |
|       | <input checked="" type="checkbox"/> ALL OWNED AUTOS                            |      |      |      |     |               |                         |                         | BODILY INJURY (Per accident) \$                                                          |
|       | <input checked="" type="checkbox"/> SCHEDULED AUTOS                            |      |      |      |     |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                        |
| B     | UMBRELLA LIAB                                                                  |      |      |      |     |               |                         |                         | EACH OCCURRENCE \$                                                                       |
|       | EXCESS LIAB                                                                    |      |      |      |     |               |                         |                         | AGGREGATE \$                                                                             |
|       | DEDUCTIBLE                                                                     |      |      |      |     |               |                         |                         | \$                                                                                       |
|       | RETENTION \$                                                                   |      |      |      |     |               |                         |                         | \$                                                                                       |
| D     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |      |      |      |     |               |                         |                         | <input checked="" type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> CYH-ER |
|       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)    | Y/N  |      |      |     |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                                          |
|       | If yes, describe under DESCRIPTION OF OPERATIONS below                         | N/A  |      |      |     |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                                  |
|       | DESCRIPTION OF OPERATIONS below                                                |      |      |      |     |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                 |
| D     | Professional Liability (Errors and Omissions)                                  |      |      |      |     |               |                         |                         | Occurrence / Aggregate \$7,000,000 / \$2,000,000                                         |
|       |                                                                                |      |      |      |     |               |                         |                         |                                                                                          |
|       |                                                                                |      |      |      |     |               |                         |                         |                                                                                          |
|       |                                                                                |      |      |      |     |               |                         |                         |                                                                                          |

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

City of Fayetteville is named as Additional Insured with regard to the general liability

## CERTIFICATE HOLDER

## CANCELLATION

City of Fayetteville  
113 W. Mountain  
Fayetteville AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*James Cochran*

## City of Fayetteville Item Review Form

Neogov job performance  
evaluation software

2013-0218

Logistar File Number

N/A

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Missy Leflar

Submitted By

Chief of Staff

Department

## Action Required:

The Mayor's signature is needed on this \$14,500 contract, which is a non-agenda item. This is the software the City will start using for job performance evaluations.

Once implemented, the recurring cost will be \$12,000 annually,

Does this item have a cost? ☒ Yes

\$14,500.00

Cost of this request

\$14,500.00

Category or Project Budget

Job Perf Eval Software

Program or Project Name

1010.1220.5416.00

Account Number

\$0.00

Funds Used to Date

Software Maintenance

Program or Project Category

\$0.00

Remaining Balance

General

Fund Name

Budgeted Item? ☒ YesBudget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

## Comments:

Per Purchasing, not subject to competitive bidding as a sole source. This is an add-on component available as a separate purchase that we can add on to the Neogov job application software system the City already has in place.

## **NON-AGENDA ITEM MEMO**

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**To: Mayor Jordan**

**Thru: Don Marr, Chief of Staff**

**From: Missy Leflar, Human Resources Director**

**Date: December 12, 2013**

**Subject: Job Performance Software Contract**

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### **PROPOSAL:**

This proposal is for the City and Neogov to enter into a contract for job performance evaluation software. This item is sold as an independent "add on" to the Neogov job application software the City already uses for hiring, PA sheets, and requisitions. Purchasing an "add on" provides the City with better software than it could get for the same money from a brand new source, plus has the advantage of being software many managers already use.

It is anticipated that greater efficiencies will be realized with this software, as was the case when the City switched from paper job applications to electronic ones. Electronic items can be electronically routed for review and signature, managers will be empowered to look up due dates / overdue dates on their employee evaluations, and they will also be able to see exactly where a given document is in the review process.

Further, software will permit the City to do peer evaluations and reverse evaluations, which measure interactions with non-departmental colleagues and managers' treatment of subordinates, respectively. Many employers do these but the City never has, so this will help elevate the level of job performance feedback.

As with the prior Neogov implementation, no IT staff time will be required. The platform is housed on NeoGov's server, and HR staff will handle the implementation, as before.

### **RECOMMENDATION:**

Staff recommends the purchase of this software.

### **BUDGET IMPACT:**

This item is already in the approved budget, for the purchase price requested.

## Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 20 day of December, 2013, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

### 1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site that the Customer agrees to in writing.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

### 4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity



materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's

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Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

## **9. Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for thirty-six (36) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund customer its prorata share of prepayment by customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by customer to NEOGOV.

## **10. Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and

will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term. For each Renewal Term, increases in annual maintenance and support charges shall not exceed the five percent (5%).

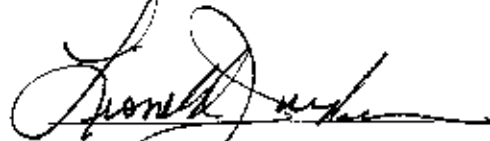
11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:



Print Name:

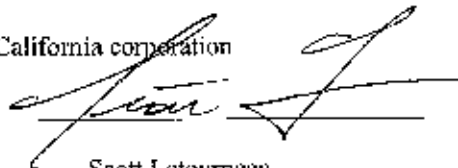
Lionell Jordan

Title:

Mayer

GovernmentJobs.com, Inc., a California corporation

Signature:



Print Name:

Scott Letourneau

Title:

President

Date:

12/13/13

EXHIBIT A – ORDER FORMCustomer:

Fayetteville, City of Arkansas  
 Missy Leflar  
 Human Resources Director  
 mleflar@fayetteville-ar.gov  
 (479) 575-8298

Bill To:

Fayetteville, City of Arkansas  
 Missy Leflar  
 113 West Mountain  
 Fayetteville, AR 72701

Quote Date:

12/12/2013

Revision:

1

Valid From:

12/12/2013

Valid To:

12/31/2013

Order Number:Requested Service Date:

TBD

Initial Term:

12 Months

Order Summary

| Item                              | Annual<br>Estimated Price  | One-time<br>Price |
|-----------------------------------|----------------------------|-------------------|
| <b>1.0 Performance Evaluation</b> |                            |                   |
| 1.1 License Subscription          | \$14,000.00<br>\$12,000.00 |                   |
| 1.2 Provisioning                  |                            | \$2,500.00        |
| 1.3 On-line User Training         |                            | \$2,500.00        |
| <b>Total</b>                      | <b>\$14,500.00</b>         |                   |

| <u>Included with License</u>                           |          |  |
|--------------------------------------------------------|----------|--|
| Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT | Included |  |
| Product Upgrades to Licensed Software                  | Included |  |

**EXHIBIT A – ORDER FORM****Order Detail****1.0 NEOGOV Performance Evaluation (PE)****1.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

Additionally, during the term of the subscription, the Customer will be provided:

**Product Upgrades to Licensed Software**

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

**1.2 PE Provisioning**

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment
- Provide import of existing employee data into the system

**1.3 PE Training**

Training is a one-time cost and includes the following:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

## Order Form

NEOGOV<sup>™</sup>

### Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

#### **Provide all required software and licenses**

One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$12,000.00)

#### **Software Provisioning**

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.0)

#### **Training**

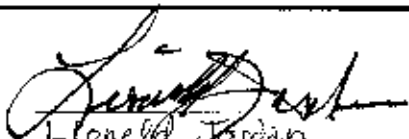
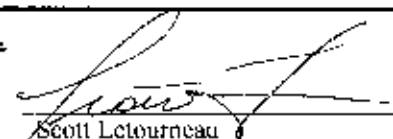
One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$0)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <u>Customer</u> |                                                                                     | <u>NEOGOV, Inc.</u> |                                                                                      |
|-----------------|-------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------|
| Signature:      |  | Signature:          |  |
| Print Name:     | Lonell Jordan                                                                       | Print Name:         | Scott Letourneau                                                                     |
| Title:          | Mayor                                                                               | Title:              | President                                                                            |
| Date:           | 12/20/13                                                                            | Date:               | 12/13/13                                                                             |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0494

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 5

### **2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$122,600.00, 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 2017-2018 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$122,600.00.

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 revenue.



City of Fayetteville Staff Review Form

2017-0494

Legistar File ID

10/17/2017

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

Greg Tabor

9/15/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

**Action Recommendation:**

Approval of the FY2018 Selective Traffic Enforcement Program (STEP) grant award and budget adjustment in the amount of \$122,600.

**Budget Impact:**

1010.200.2920-various

General

Account Number

Fund

38067-1718

Police STEP Grant 2017-2018

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 \$ 122,600.00

Remaining Budget \$ 122,600.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



## CITY COUNCIL AGENDA MEMO

### MEETING OF OCTOBER 3, 2017

**TO:** Mayor and City Council

**FROM:** Greg Tabor, Chief of Police

**DATE:** September 15, 2017

**SUBJECT:** FY2018 Selective Traffic Enforcement Project (STEP) Grant Award

---

#### RECOMMENDATION:

Staff recommends acceptance and approval of the FY2018 Selective Traffic Enforcement Project (STEP) Grant Award and budget adjustment in the amount of \$122,600.

#### BACKGROUND:

The Fayetteville Police Department has participated in STEP every year since its inception in 1998. For 20 years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries and fatalities. Our primary strategy for reaching our mutual goals is through dedicated and diligent enforcement of occupant protection and DWI/DUI laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in known problem areas. In addition to increased law enforcement, this grant funding allows us to participate in directed DWI patrols, Click It or Ticket protection mobilizations, purchase additional equipment, provide child safety seat checkpoints, and a loaner child safety seat for those in need.

#### DISCUSSION:

The FY2018 STEP Grant Award is based on local in-kind match of expenses and an award of \$121,600 in federal and \$1,000 in state grant funding. Local matching funds are only required on the federal funding portion and the state funding is considered local match resulting in a total of \$120,600 for Fayetteville's local in-kind match. In-kind expenses are defined as on-duty regular patrol shift hours dedicated to STEP activity; furthermore, this grant will reimburse the City for overtime hours dedicated to STEP activity. The grant period for this award runs from October 1, 2017 to September 30, 2018. STEP is a very important program and funding source for the Fayetteville Police Department. Through dedicated STEP activity during our shift hours, our Department can meet the in-kind matching funds required of this grant award. Furthermore, the loss of this grant funding would have an adverse effect on community safety.

#### BUDGET/STAFF IMPACT:

In-kind expenses in the amount of \$120,600 are budgeted annually within our operating budget and \$1,000 will be provided by the State for total matching funds of \$121,600. Our

salary expense will not increase; patrol officers will perform matching STEP activities while on duty. Furthermore, no additional officers are required within the STEP grant.

**Attachments:**

- Budget Adjustment
- Project Accounting Maintenance Form – State
- Project Accounting Maintenance Form - Federal
- FY2018 STEP Grant Award Documents

## Project Maintenance Form

Project Number Request : 31607  
 Sub Project Number : 1718 (Optional)  
 Project Detail : 4309 (Optional)

Project Title (64 char) : Police STEP Grant 2017-2018 - Federal  
 Sub Title (64 char) : STEP FY17-18 - Federal  
 Project Status : Pending  
 Project Division : 200 Police  
 Scheduled Start Date : 10/1/2017 *MM/DD/YYYY*  
 Scheduled Ending Date : 9/30/2018 *MM/DD/YYYY*  
 Actual Start Date : 10/1/2017 *MM/DD/YYYY*  
 Actual Ending Date : 9/30/2018 *MM/DD/YYYY*

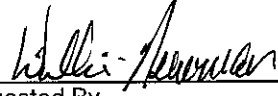
| GLACCOUNT#            | Account Description       | Need Setup | Add/Delete | Add to PCARD |
|-----------------------|---------------------------|------------|------------|--------------|
| 1010.200.2920-4309.01 | Federal Grant-Operational | Y          | Add        |              |
| 1010.200.2920-5210.00 | Minor equipment           | Y          | Add        | Add          |
| 1010.200.2920-5120.00 | Personnel Svcs - Contra   | Y          | Add        |              |
|                       |                           |            |            |              |
|                       |                           |            |            |              |
|                       |                           |            |            |              |
|                       |                           |            |            |              |
|                       |                           |            |            |              |
|                       |                           |            |            |              |

### Description/Justification of Request

Establish project for federal funding portion of the FY2018  
 Selective Traffic Enforcement Program (STEP).

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

Is this item going to Council? (Y/N) Y Council Date 10/17/2017

 Requested By  
 Entered By

# Project Maintenance Form

Project Number Request : 31607  
 Sub Project Number : 1718 (Optional)  
 Project Detail : 4302 (Optional)

Project Title (64 char) : Police STEP Grant 2017-2018 - State

Sub Title (64 char) : STEP FY17-18 - State

Project Status : Pending

Project Division : 200 Police

Scheduled Start Date : 10/1/2017 *MM/DD/YYYY*

Scheduled Ending Date : 9/30/2018 *MM/DD/YYYY*

Actual Start Date : 10/1/2017 *MM/DD/YYYY*

Actual Ending Date : 9/30/2018 *MM/DD/YYYY*

| GLACCOUNT#            | Account Description      | Need Setup | Add/Delete | Add to PCARD |
|-----------------------|--------------------------|------------|------------|--------------|
| 1010.200.2920-4302.01 | State Grants-Operational | Y          | Add        |              |
| 1010.200.2920-5210.00 | Minor equipment          | Y          | Add        | Add          |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |
|                       |                          |            |            |              |

## Description/Justification of Request

Establish project for state funding portion of the FY2018 Selective Traffic Enforcement Program (STEP).

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

Is this item going to Council? (Y/N) Y

Council Date 10/17/2017

Requested By



Entered By



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*

September 1, 2017

Mr. Willie Newman  
Project Coordinator  
Fayetteville Police Dept.  
100-A W. Rock St.  
Fayetteville, AR 72701-6191

RE: OP-2018-03-02-11  
SE-2018-13-01-11  
MSX-2018-05-06-11  
Selective Traffic Enforcement Project (STEP)

Dear Mr. Newman:

The above referenced FY 2018 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contract Terms) to our office by September 15, 2017. We will send you a copy of the fully executed agreement.

We look forward to working with your agency in the coming year.

Sincerely,

Bridget White  
Administrator  
Highway Safety Office

Enclosure

C: Agreement/Contract File



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

### FY 2018 HIGHWAY SAFETY SUBGRANT AGREEMENT OCCUPANT PROTECTION PROGRAM ALCOHOL & OTHER DRUGS COUNTERMEASURES PROGRAM SPEED ENFORCEMENT PROGRAM

#### RECIPIENT

Fayetteville Police Department  
100 West Rock Street  
Fayetteville, AR 72701  
Telephone: 479-587-3500  
Fax: 479-587-3522

#### GOVERNMENTAL UNIT

City of Fayetteville  
100 West Rock Street  
Fayetteville, AR 72701

#### TAX ID NO:

71-6018462

#### PROJECT NO:

M5X-2018-05-06-11  
OP 2018-03-02-11  
SE 2018-13-01-11

#### TYPE OF APPLICATION

- ☐ Initial  
☐ Revision  
☒ Continuation

#### FAIN NO: (See Invoice Form page 11)

DUNS NO: 07657742

#### PROJECT TITLE:

Selective Traffic Enforcement Project

#### INITIAL PROJECT STARTING DATE

October 1, 1999

#### OPERATIONAL AREA OF PROJECT

City of Fayetteville

| <u>COST CATEGORY</u>    | <u>AMOUNT</u>    |                |                  | <u>PROJECT PERIOD</u>            | <u>FUNDING PERIOD</u>            |
|-------------------------|------------------|----------------|------------------|----------------------------------|----------------------------------|
|                         | <u>FEDERAL</u>   | <u>STATE</u>   | <u>LOCAL</u>     |                                  |                                  |
| Personal Services       | \$115,200        | -              | \$100,600        | From: 10-1-2017<br>To: 9-30-2018 | From: 10-1-2017<br>To: 9-30-2018 |
| Equipment               | \$6,400          | -              | -                |                                  |                                  |
| Maintenance & Operation | -                | -              | \$20,000         |                                  |                                  |
| Other Direct Costs      | -                | 1,000          | -                |                                  |                                  |
| Indirect Cost           | -                | -              | -                |                                  |                                  |
| Administrative Costs    | -                | -              | -                |                                  |                                  |
| Total                   | <u>\$121,600</u> | <u>\$1,000</u> | <u>\$120,600</u> | Total                            | <u>\$243,200</u>                 |

| <u>SOURCE</u> | <u>FUNDING</u> | <u>AMOUNT</u> |
|---------------|----------------|---------------|
| Federal       |                | \$121,600     |

|       |           |
|-------|-----------|
| State | \$1,000   |
| Local | \$120,600 |



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

| <u>TABLE OF CONTENTS</u>                      | Page       |
|-----------------------------------------------|------------|
| BACKGROUND.....                               | 3          |
| PROBLEM STATEMENT .....                       | 3          |
| GOALS.....                                    | 3          |
| SCOPE OF WORK .....                           | 4          |
| WORK STATEMENT.....                           | 5          |
| SUBGRANTEE INVOICE FORMS .....                | 11         |
| CERTIFICATIONS AND ASSURANCES.....            | 14         |
| ACCEPTANCE AND AUTHORIZATION TO PROCEED ..... | 25         |
| SUB-GRANT AGREEMENT/CONTRACT TERMS..          | Appendix i |

Agreement Prepared By:

Jon Waldrip  
Program Manager  
Arkansas State Police  
Highway Safety Office  
1 State Police Plaza Drive  
Little Rock, AR 72209  
(501) 618-  
(501) 618-8124

## ARKANSAS STATE POLICE HIGHWAY SAFETY SUBGRANT AGREEMENT

### **BACKGROUND**

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2011 – 2015), 522 people lose their lives each year on Arkansas roadways. In 2015, there were 531 total traffic fatalities compared to 470 the previous year. Over the same five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 141 per year. There were 149 alcohol-related fatalities in 2015.

An additional area of concern is occupant protection where in 2015 there were 190 unrestrained passenger vehicle occupant fatalities. Arkansas' safety belt use rate decreased to 75% in 2016 while the National use rate rose to 90%.

Also of concern are speed-related fatalities where in 2015, 90 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

### **PROBLEM STATEMENT**

The city of Fayetteville is a community of 80,621 residents. The city posted 30 traffic fatalities, 7 alcohol-related and no speed-related fatalities from 2011 through 2015. A seat belt use rate of 87% was recorded in 2016.

In October 2002, the Fayetteville Police Department began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt and Speed mobilizations/campaigns.

### **GOALS**

The overall goal of this project is to reduce the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in Fayetteville. The goal for each component of this project is as follows:

Alcohol Component (Section 405) - Reduce the annual number of alcohol-related crashes from 112 and alcohol-related fatalities from 1 as recorded in 2015.

Seat Belt Component (Section 402) – Increase the seat belt use rate of 87% as recorded in 2016.

Speed Component (Section 402) - Reduce the annual number of speed-related crashes from 140 and maintain a level of 0 speed-related fatalities as recorded in 2015.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

SCOPE OF WORK

**SUMMARY OF PROJECT OBJECTIVES:** This project's primary objectives are to achieve an average of two (2) - three (3) vehicle stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws); two (2) - three (3) vehicle stops per hour per officer during speed enforcement; and one (1) DWI/DUI arrest per eight (8) - twelve (12) hours per officer during DWI/DUI enforcement. A public information and education program will support these objectives.

**METHOD OF EVALUATION BY ASP/HSO**

|                    |                              |                                                 |
|--------------------|------------------------------|-------------------------------------------------|
| ADMINISTRATIVE:    | <u>          X          </u> |                                                 |
| IMPACT EVALUATION: | <u>          X          </u> | By achievement of project goals and objectives. |

**REIMBURSEMENT - ACTUAL COST ONLY**

ASP/AHSO will reimburse the recipient an amount equal to ☐ % of all eligible cost.

  X   ASP/AHSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

**REIMBURSEMENT LIMITS**

1. Maximum amount eligible for reimbursement:

Federal Funds:      \$121,600     

State Funds:      \$1,000     

2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:

(Date) 10-1-2017 to (Date) 9-30-2018

3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/AHSO policy. (See Subgrant Agreement/Contract Terms).

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

A. The recipient, Fayetteville Police Department exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.
2. Project Coordinator, or designee, will work with their designated AHSO Program Manager to ensure they understand State, Federal and Highway Safety Office policies and procedures.
3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.
4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.
5. Seat belt enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws.

Speed enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize speed violations.

DWI/DUI enforcement will emphasize enforcement of DWI/DUI laws and start no earlier than 9:00 p.m. and end no later than 6:00 a.m. any day of the week. Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.

The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to help projects meet performance objectives as stated in Work Statement 6.

Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed, and DWI/DUI enforcement.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

6. Performance objectives for the project and individual participating officers are as follows:

Seat Belt/Speed

Average 2-3 stops per  
hour per officer

DWI/DUI

Average 1 arrest per  
8-12 hours per officer

*Nothing in this agreement shall be interpreted as a requirement, formal or informal, that an officer issue a specific or predetermined number of citations in pursuance of the organization's obligations hereunder. The organization agrees to complete the above stated objectives in addition to completing the normal routine agency traffic enforcement activities.*

7. Participate in two (2) Seat Belt, three (3) DWI/DUI, and one (1) Speed mobilizations during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes. Mobilization dates are as follows but are subject to change.

- State Thanksgiving Seat Belt Mobilization - November 20 - 26, 2017
- National Winter DWI Mobilization - December 13, 2017 - January 1, 2018\*
- National Memorial Day Seat Belt Mobilization - May 21, – June 3, 2018
- State July 4<sup>th</sup> Holiday DWI Mobilization - June 29 - July 8, 2018
- National Labor Day DWI Mobilization - August 17 - September 3, 2018\*
- Regional Speed Mobilization – To Be Determined

\*Conduct checkpoints and/or saturation patrols on at least four nights during the National DWI mobilizations.

Participation in all State, National and Regional Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations.

8. Conduct Public Information and Education (PI&E) activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization e.g., news conferences, news releases, interview, reporter ride-along and participating in a minimum of two (2) other community activities e.g., community events, health fairs, booths, civic/school/employer presentations during the year. Please click on [www.trafficsafetymarketing.gov](http://www.trafficsafetymarketing.gov) for materials to assist you in conducting these activities.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. *No part-time personnel can be compensated through this agreement.* Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 28 days of the effective date of the revision.
10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2018. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.
11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort: one speed trailer at an estimated cost of \$4,100 and five PBTs at an estimated cost of \$2,300 to be used during overtime traffic enforcement. Priority use of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. ALL equipment purchases must be pre-approved in writing and must comply with the Buy America Act (See page 22 of the Certifications and Assurances).
12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
13. Ensure that all officers working this project are familiar with Act 308 of 2009 (the amended mandatory seat belt law). Effective June 30, 2009, the Act makes a violation of the mandatory seat belt law a "primary" offense for enforcement purposes.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

14. Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.
15. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.
16. Ensure that all officers working on this project are familiar with Acts concerning the use of the cell phone while driving: Act 181 of 2009, "Paul's Law" prohibiting the use of hand held cell phones for typing, texting, e-mail or accessing the internet while driving; Act 197 of 2009, limiting wireless telephone use by young drivers; Act 247 of 2009, prohibiting wireless telephone use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using handheld wireless telephones (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and Act 37 of 2011, an act to improve the safety of highways and roads by prohibiting wireless telephone use in school zones and highway work zones.
17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15<sup>th</sup> of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased i.e. child safety seats) along with proof of payment i.e. copy of the check. The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. Include with the annual report a tabulation of local funds (if any) contributed to this project. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.
19. Ensure all officers working STEP sign an Acknowledgement Form verifying that they have read and understand the work statement and reporting forms for the project.
20. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, and the Acknowledgement Form signed by the officers working STEP. Related AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 18, other supporting financial documentation such as payroll printouts and invoices, a copy correspondence relating to the agreement, and documentation of public information activities should also be included in this file. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. Copies of time sheets, original AHSO STEP daily worksheets, and citations for all officers paid through this agreement must be kept in this file. Time sheets must have officer's and supervisor's signatures with attached supporting documents. AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Sub-grantee Invoice Form.
  2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
  3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits. The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to meet performance compliance requirements.



**Arkansas State Police  
Highway Safety Office  
Subgrantee Invoice Form  
FY 2018**



**Selective Traffic Enforcement Program**

|                                                                                                                                                                                                                                                                                                                                          |                                              |                             |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------|---------------------------------------|
| SUBGRANT #:                                                                                                                                                                                                                                                                                                                              | OP-2018-03-02-11                             | AWARD PERIOD:               | 10/1/17 - 9/30/18                     |
| SE-2018-13-01-11                                                                                                                                                                                                                                                                                                                         |                                              | CFDA TITLE:                 | State & Community Highway Safety      |
| MSX-2018-05-06-11                                                                                                                                                                                                                                                                                                                        |                                              | AWARD AMOUNT:               | \$574,300.00                          |
|                                                                                                                                                                                                                                                                                                                                          |                                              | CFDA TITLE:                 | National Priority Safety Program      |
|                                                                                                                                                                                                                                                                                                                                          |                                              | AWARD AMOUNT:               | \$46,800.00                           |
| EIN (Tax ID #):                                                                                                                                                                                                                                                                                                                          | 71-6018462                                   | CFDA TITLE:                 | Child Passenger Protection Fund (SCP) |
| FAIN #                                                                                                                                                                                                                                                                                                                                   | 18X9204020AR1278                             | AWARD AMOUNT:               | \$31,000.00                           |
| FAIN #                                                                                                                                                                                                                                                                                                                                   | 18X920405DAR1518                             |                             |                                       |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             |                                       |
| Request Period:                                                                                                                                                                                                                                                                                                                          |                                              |                             |                                       |
| Project:                                                                                                                                                                                                                                                                                                                                 | Selective Traffic Enforcement Project (STEP) |                             |                                       |
| Subgrantee Name:                                                                                                                                                                                                                                                                                                                         | Fayetteville Police Department               | Telephone #:                | 479-587-3500                          |
| Mailing Address:                                                                                                                                                                                                                                                                                                                         | 100 Rock Street                              | Fayetteville                | Arkansas 72701                        |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             |                                       |
| Budget Categories                                                                                                                                                                                                                                                                                                                        | Approved Budget                              | Revised Budget              | YTD Previous Expenditures             |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | Expenditures This Period              |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | YTD Total Expenditures                |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | Remaining Budget                      |
| PERSONAL SERVICES                                                                                                                                                                                                                                                                                                                        |                                              |                             |                                       |
| Seat Belt - 402 OP                                                                                                                                                                                                                                                                                                                       | \$58,600.00                                  |                             |                                       |
| Speed - 402 SE                                                                                                                                                                                                                                                                                                                           | \$12,100.00                                  |                             |                                       |
| DWI/DUI - 405 MSX                                                                                                                                                                                                                                                                                                                        | \$44,500.00                                  |                             |                                       |
| OTHER DIRECT COSTS                                                                                                                                                                                                                                                                                                                       |                                              |                             |                                       |
| Child Safety Seat                                                                                                                                                                                                                                                                                                                        | \$1,000.00                                   |                             |                                       |
| EQUIPMENTS                                                                                                                                                                                                                                                                                                                               |                                              |                             |                                       |
| SRTs 405 MSX                                                                                                                                                                                                                                                                                                                             | \$2,300.00                                   |                             |                                       |
| 1 speed trailer 402 SE                                                                                                                                                                                                                                                                                                                   | \$4,100.00                                   |                             |                                       |
| TOTAL                                                                                                                                                                                                                                                                                                                                    | \$122,600.00                                 | \$0.00                      |                                       |
| Must include all equipment acquisitions of low value (\$500.00 - 4,999.99) or capital (\$5,000.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.                                                                                                                                    |                                              |                             | Amount of this Request                |
| On behalf of the subgrantee 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 grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid. |                                              |                             |                                       |
| Signature of Subgrantee:                                                                                                                                                                                                                                                                                                                 |                                              | Date:                       |                                       |
| Title: Project Coordinator                                                                                                                                                                                                                                                                                                               |                                              |                             |                                       |
| Contact Person: Rob Turberville                                                                                                                                                                                                                                                                                                          |                                              | Contact Phone: 479-587-3500 |                                       |
| ARKANSAS STATE POLICE USE ONLY                                                                                                                                                                                                                                                                                                           |                                              | OUTLINE AGREEMENT #:        |                                       |
| VENDOR #:                                                                                                                                                                                                                                                                                                                                | AGENCY CODE:                                 | 0960                        | DOC#:                                 |
| PO #:                                                                                                                                                                                                                                                                                                                                    | GOODS REC.#:                                 |                             | MATERIAL #:                           |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | 10119381                              |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | AMOUNT                                |
| General Ledger #                                                                                                                                                                                                                                                                                                                         | Fund                                         | Fund Center                 | Funds Reservations                    |
| 5100001000                                                                                                                                                                                                                                                                                                                               | SMP2003                                      | IFJ                         | 456708                                |
| 5100001000                                                                                                                                                                                                                                                                                                                               | SMP2003                                      | IFJ                         | 456708                                |
| 5100001000                                                                                                                                                                                                                                                                                                                               | SMP3021                                      | IFJ                         | 456729                                |
| 5100001000                                                                                                                                                                                                                                                                                                                               | SCP0000                                      | IFD                         | 456714                                |
|                                                                                                                                                                                                                                                                                                                                          |                                              |                             | TOTAL                                 |
| REVIEWED & APPROVED TO PAY                                                                                                                                                                                                                                                                                                               | INITIAL                                      | DATE                        |                                       |
| Program Specialist                                                                                                                                                                                                                                                                                                                       |                                              |                             |                                       |
| Fiscal Manager                                                                                                                                                                                                                                                                                                                           |                                              |                             |                                       |
| Highway Safety Manager                                                                                                                                                                                                                                                                                                                   |                                              |                             |                                       |
| HSO Administrator Signature:                                                                                                                                                                                                                                                                                                             |                                              | DATE:                       |                                       |
| Attach Completed Line Item Detail Sheet and Mail To:                                                                                                                                                                                                                                                                                     |                                              | Arkansas State Police       |                                       |
| Voucher #                                                                                                                                                                                                                                                                                                                                |                                              | Highway Safety Office       | Voucher #                             |
| 2018-                                                                                                                                                                                                                                                                                                                                    |                                              | #1 State Police Plaza Drive | 2018-                                 |
| FAXED BILLS WILL NOT BE ACCEPTED                                                                                                                                                                                                                                                                                                         |                                              | Little Rock, Arkansas 72209 |                                       |



Arkansas State Police  
Highway Safety Office  
Line Item Details  
FY 2018  
Selective Traffic Enforcement Program



Project Name: Fayetteville Police Department  
Selective Traffic Enforcement Project (STEP)

Report Period: 0

Overtime Selective Enforcement (402)

|                  |               |
|------------------|---------------|
| Seat Belt 402 OP | <u>\$0.00</u> |
| Speed 402 SE     | <u>\$0.00</u> |

|          |               |
|----------|---------------|
| Subtotal | <u>\$0.00</u> |
|----------|---------------|

Overtime Selective Enforcement (405)

|                 |               |
|-----------------|---------------|
| DWI/DUI 405 M5X | <u>\$0.00</u> |
|-----------------|---------------|

|          |               |
|----------|---------------|
| Subtotal | <u>\$0.00</u> |
|----------|---------------|

Child Safety Seats (State)

|        |               |
|--------|---------------|
| Item 1 | <u>\$0.00</u> |
| Item 2 | <u>\$0.00</u> |
| Item 3 | <u>\$0.00</u> |

|          |               |
|----------|---------------|
| Subtotal | <u>\$0.00</u> |
|----------|---------------|

Equipment

|                        |               |
|------------------------|---------------|
| 5 PBTs 405 M5X         | <u>\$0.00</u> |
| 1 speed trailer 402 SE | <u>\$0.00</u> |
|                        | <u>\$0.00</u> |

|          |               |
|----------|---------------|
| Subtotal | <u>\$0.00</u> |
|----------|---------------|

|                   |               |
|-------------------|---------------|
| TOTAL BILLED      | <u>\$0.00</u> |
| Attach to Page 11 |               |



Arkansas State Police  
Highway Safety Office  
Subgrantee Local Match Form  
FY 2018



Selective Traffic Enforcement Program

| SUBGRANT #:                    | OP-2018-03-02-11                             | AWARD PERIOD:  | 10/1/17 - 9/30/18         |                          |                        |                       |
|--------------------------------|----------------------------------------------|----------------|---------------------------|--------------------------|------------------------|-----------------------|
|                                | SE-2018-13-01-11                             |                |                           |                          |                        |                       |
|                                | M5X-2018-05-06-11                            |                |                           |                          |                        |                       |
| EIN (Tax ID #):                | 0                                            |                |                           |                          |                        |                       |
| Report Period:                 | 0                                            |                |                           |                          |                        |                       |
| Project:                       | Selective Traffic Enforcement Project (STEP) |                |                           |                          |                        |                       |
| Subgrantee Name:               | Fayetteville Police Department               | Telephone #:   | 479-587-3500              |                          |                        |                       |
| Mailing Address:               | 100 West Rock Street                         | Fayetteville   | Arkansas 72701            |                          |                        |                       |
|                                |                                              |                |                           |                          |                        |                       |
| Budget Categories              | Approved Budget                              | Revised Budget | YTD Previous Expenditures | Expenditures This Period | YTD Total Expenditures | Remaining Budget      |
| Personal Services              | \$100,600.00                                 |                |                           |                          | 0.00                   | \$100,600.00          |
| Maintenance and Operations     | \$20,000.00                                  |                |                           |                          | 0.00                   | \$20,000.00           |
|                                |                                              |                |                           |                          |                        |                       |
| Total                          | \$120,600.00                                 | \$0.00         | \$0.00                    | \$0.00                   | \$0.00                 | \$120,600.00          |
|                                |                                              |                |                           |                          |                        | Amount of this Report |
|                                |                                              |                |                           |                          |                        | \$0.00                |
| Signature of Subgrantee:       |                                              |                |                           |                          | Date:                  |                       |
| Title: Captain                 |                                              |                |                           |                          |                        |                       |
| Contact Person: Rob Tuberville |                                              |                |                           |                          | Contact Phone:         | 479-587-3500          |

Arkansas State Police  
Highway Safety Office  
#1 State Police Plaza Drive  
Little Rock, Arkansas 72209

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

*[Each fiscal year, the subrecipient for Highway Safety must sign these Certifications and Assurances affirming that the agency complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

Agency: Fayetteville Police Department

Fiscal Year: 2018

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the subrecipient acknowledges and agrees to the following conditions and requirements. In my capacity as the authorizing official for Fayetteville, I hereby provide the following Certifications and Assurances:

**GENERAL REQUIREMENTS**

Applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards;
  - and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- b. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace.
  - o The grantee's policy of maintaining a drug-free workplace.
  - o Any available drug counseling, rehabilitation, and employee assistance programs.
  - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  - o Taking appropriate personnel action against such an employee, up to and including termination.
  - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

**POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

CERTIFICATIONS AND ASSURANCES

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT --

**CERTIFICATIONS AND ASSURANCES**

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seatbelts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation in accordance with 23 CFR part 1300.11(d)(6)(ii);
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).  
(23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

**AUDIT REQUIREMENTS**

The recipient will arrange for an organization-wide financial and compliance audit, if required by 2 CFR Part 200.501 (Formerly OMB Circular A-133), within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office (ASP-HSO) within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of 2 CFR Part 200.501 is available at [www.ecfr.gov](http://www.ecfr.gov). The recipient has been made aware of audit requirements. **The recipient is required to inform the ASP-HSO if subject to these audit requirements.**



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**ACCEPTANCE AND AUTHORIZATION TO PROCEED**

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act, subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement, acknowledge the certifications and assurances on pages 14 – 24 of this agreement, and provide such additional information as may be required.

**A. SUBGRANT DIRECTOR**

**B. AUTHORIZING OFFICIAL**

1. Signature: \_\_\_\_\_

1. Signature: \_\_\_\_\_

2. Name: Greg Tabor

2. Name: Honorable Lioneld Jordan

3. Title: Chief of Police

3. Title: Mayor

4. Date: \_\_\_\_\_

4. Date: \_\_\_\_\_

Approval to proceed, effective 10-1-2017 to 9-30-2018 with committed Federal funds of \$121,600 and State funds of \$1,000 given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

\_\_\_\_\_  
Director, Arkansas State Police  
and  
Governor's Highway Safety Representative

\_\_\_\_\_  
Date

# City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

|                            |                                                                   |                          |
|----------------------------|-------------------------------------------------------------------|--------------------------|
| <b>Budget Year</b><br>2017 | <b>Division /Org2</b> POLICE (200)<br><b>Requestor:</b> W. Newman | <b>Adjustment Number</b> |
|----------------------------|-------------------------------------------------------------------|--------------------------|

## BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish a revenue and expense budget for tracking the FY2018 Selective Traffic Enforcement Program grant award in project accounting.

|                      |                                             |            |
|----------------------|---------------------------------------------|------------|
| RESOLUTION/ORDINANCE | COUNCIL DATE:                               | 10/17/2017 |
|                      | LEGISTAR FILE ID#:                          | 2017-0494  |
|                      | <i>Kevin Springer</i><br>9/15/2017 10:15 AM |            |
|                      | Budget Director                             | Date       |
|                      | TYPE:                                       |            |
|                      | DESCRIPTION:                                |            |
|                      | GLDATE:                                     |            |
|                      | POSTED:                                     | /          |

| TOTAL                 | 122,600               | 122,600 | v.20170707   |      |    |                              |
|-----------------------|-----------------------|---------|--------------|------|----|------------------------------|
| Account Number        | Increase / (Decrease) |         | Project.Sub# |      | AT | Account Name                 |
|                       | Expense               | Revenue | Project      | Sub  |    |                              |
| 1010.200.2920-4302.01 | -                     | 1,000   | 31607        | 4302 | RE | State Grants - Operational   |
| 1010.200.2920-4309.01 | -                     | 121,600 | 31607        | 4309 | RE | Federal Grants - Operational |
| 1010.200.2920-5120.00 | 115,200               | -       | 31607        | 4309 | EX | Personnel Other - Contra     |
| 1010.200.2920-5210.00 | 6,400                 | -       | 31607        | 4309 | EX | Minor Equipment - :          |
| 1010.200.2920-5210.00 | 1,000                 | -       | 31607        | 4302 | EX | Minor Equipment - :          |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |
|                       | -                     | -       |              |      |    |                              |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0531

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 6

### **FAYETTEVILLE POLICE DEPARTMENT DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$17,300.00 REPRESENTING DONATIONS RECEIVED BY THE FAYETTEVILLE POLICE DEPARTMENT AND A CONTRIBUTION FROM THE WASHINGTON COUNTY PROSECUTING ATTORNEY TO THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR SUPPORT OF RURAL OFFICER EXPENSES

### **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 total amount of \$17,300.00 representing donations received by the Fayetteville Police Department in the amount of \$2,300.00 for support of the annual promotion ceremony and awards banquet and a contribution from the Washington County Prosecuting Attorney to the Fourth Judicial District Drug Task Force in the amount of \$15,000.00 for support of rural officer expenses.

City of Fayetteville Staff Review Form

2017-0531

Legistar File ID

10/17/2017

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

Greg Tabor

9/22/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

**Action Recommendation:**

Staff recommends approval of the attached budget adjustment in the amount of \$17,300 for the acceptance of various donations received by the Fayetteville Police Department and a contribution from the Washington County Prosecutor for support of rural officer expenses within the 4th Judicial District Drug Task Force.

**Budget Impact:**

Various

General/Drug Enforcement

Account Number

Fund

33044-x

Police Donaitons

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 21,623.00

Funds Obligated \$ -

Current Balance \$ 21,623.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 17,300.00

Remaining Budget \$ 38,923.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## CITY COUNCIL AGENDA MEMO

### MEETING OF OCTOBER 17, 2017

**TO:** Mayor and City Council

**FROM:** Greg Tabor, Chief of Police

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

**DATE:** September 21, 2017

**SUBJECT:** Recognize Various Donations to Fayetteville Police Department

---

#### RECOMMENDATION:

Staff recommends approval of the attached budget adjustment in the amount of \$17,300 for the acceptance of various donations received by the Fayetteville Police Department and a contribution from the Washington County Prosecutor for support of rural officer expenses within the 4<sup>th</sup> Judicial District Drug Task Force.

#### BACKGROUND:

Periodically, businesses, organizations and/or citizens will make monetary donations to the Police Department.

#### DISCUSSION:

The Police Department has received donations totaling \$2,300 for support of our annual promotion ceremony and awards banquet. The 4<sup>th</sup> Judicial District Drug Task Force has received a contribution from the Washington County Prosecutor's Drug Control Fund in the amount of \$15,000 to assist with rural officer expenses. The donations were deposited into the City's General or Drug Enforcement funds and are tracked through the City's Project Accounting System. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

#### BUDGET/STAFF IMPACT:

The budget impact will consist of an increase in expense budgets equal to the Police Department Donations received. There is no impact on staffing related to this agenda item.

#### Attachments:

Budget Adjustment  
Copies of FPD Donations

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**LARRY BITTLE INSURANCE AGENCY, INC.**

2786 N. COLLEGE AVE, SUITE A  
FAYETTEVILLE, AR 72703  
(479) 521-6505

SIGNATURE BANK OF ARKANSAS  
81-883/829

14625

9/13/2017

PAY TO THE  
ORDER OF

Fayetteville Police Department

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS

PROTECTED AGAINST FRAUD

Fayetteville Police Department  
Awards Committee  
100 West Rock Street  
Fayetteville, AR 72701

MEMO

Awards Banquet Sponsorship 2018

*Larry Bittle*

014625

0829088320

7059604

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND SECURE DOCUMENT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Neal R. Pendergraft

P. O. Box 4245  
Fayetteville, AR 72702  
479-443-3301

Signature Bank of Arkansas

81-883

829

09/12/2017

8424

\*\*500.00

PAY **FIVE-HUNDRED AND 00/100**\*\*\*\*\* DOLLARS

TO THE ORDER OF Fayetteville Police Department  
100 West Rock Street  
Fayetteville, AR 72701

MEMO Donation - Annual Awards & Promotions Banquet

⑈0084 24⑈ ⑆08290883 2⑆ 6104096⑈

Neal R. Pendergraft

8424

| CHECK DATE | CHECK NUMBER | PAYEE NAME          | TOTAL AMOUNT | DISCOUNT | CHECK AMOUNT |
|------------|--------------|---------------------|--------------|----------|--------------|
| 09/12/2017 | 8424         | Fayetteville Police |              |          | **500.00     |

ATT: Sergeant Anthony Murphy

Donation - Annual Awards & Promotions Banquet

CROWNE GROUP LLC  
519 W DICKSON ST  
FAYETTEVILLE, AR 72701

26954

81-747/829

DATE

9/8/17

CHECK ARMOR

PAY  
TO THE  
ORDER OF

City of Fayetteville Police

\$ 150.00

One Hundred Fifty and no/100

DOLLARS

Photo  
Safe  
Deposit®  
Details on back

THE BANK OF  
FAYETTEVILLE



www.mebanking.com

FOR

BANQUET DONATION

BC

⑈026954⑈ ⑆082907477⑆ 70053782⑈



SECURE US, INC.  
2308 Turner Street, Suite 3  
Springdale, AR 72764  
(479)751-2017

Signature Bank of Arkansas  
P.O. Box 8550  
Fayetteville, AR 72703  
81-883/829

11053

9/5/2017

PAY TO THE ORDER OF Fayetteville Police Department

\$\*\*500.00

Five Hundred and 00/100 \*\*\*\*\* DOLLARS

Fayetteville Police Department  
100 W. Rock Street  
Fayetteville, AR 72701

MEMO

Annual Awards & Promotion Banquet

*Benny Wootkins*

⑈011053⑈ ⑈082908832⑈ 7059280⑈

SECURE US, INC.

11053

Fayetteville Police Department

9/5/2017

Annual Awards & Promotion Banquet

500.00

*Thank you for  
all that you do.  
You are  
wonderful!*

Checking Account - O : Annual Awards & Promotion Banquet

500.00



Ogden Insurance Agency, Inc.

2367 N Green Acres Road Suite 2  
Fayetteville, AR 72703  
(479) 521-8684

ARVEST  
BANK

arvest.com  
81-87/829

4152

9/1/2017

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT

\$\*\*100.00

One Hundred and 00/100\*\*\*\*\*

DOLLARS

FAYETTEVILLE POLICE DEPARTMENT  
100 W ROCK STREET  
FAYETTEVILLE, AR 72701

MEMO

  
AUTHORIZED SIGNATURE

⑈004152⑈ ⑆1082900872⑆ 0061367407⑈

Security features. Details on back.

**MOUNTAIN MAN SUPPLIES**

Shuler Town, Inc.  
479-443-5158  
1650 S. SCHOOL  
FAYETTEVILLE, AR 72701

81-275/829

23513

DATE 9-4-17

PAY

TO THE  
ORDER OF

Fayetteville Police Dept.

\$ 100.00

One hundred

CENTENNIAL BANK

DOLLARS

Security features  
included.  
Details on back.

MEMO

donation

Mary Brown

AUTHORIZED SIGNATURE

MP

⑈023513⑈ ⑆082902757⑆ 0009047026⑈

**MOUNTAIN MAN BAIL BONDING, INC.**

2856 S. SCHOOL AVE  
FAYETTEVILLE, AR. 72701  
479-521-7100

81-275/829

4449

DATE 9-4-17

PAY

TO THE  
ORDER OF

Fayetteville Police Dept.

\$ 100.00

One hundred

CENTENNIAL BANK

DOLLARS

Security features  
included.  
Details on back.

MEMO

donation

Mary Brown

AUTHORIZED SIGNATURE

MP

⑈004449⑈ ⑆082902757⑆ 9092676⑈

**INSTANT MONEY, INC.**

PH: 479-443-5400  
2650 N COLLEGE  
FAYETTEVILLE, AR 72703

10106

DATE 9-4-17

81-275/829

PAY

TO THE  
ORDER OF

Fayetteville Police Department

\$ 100.00

One hundred

DOLLARS

FOR

donation

Mary Brown



⑈010106⑈ ⑆082902757⑆ 0502209228⑈

**Honda of Fayetteville**1384 West Showroom Drive  
Fayetteville, Arkansas 72704  
P.O. Box 1649  
Benton, AR 72018Bank of America  
Bank of America  
Florida63-568  
631 FL

CHECK# 86878

86878

PAY \*\*FIVE HUNDRED DOLLARS AND 00/100\*\*

DATE

AMOUNT

05/24/17

\$500.00

TO THE  
ORDER  
OFFAYETTEVILLE POLICE DEPT.  
113 W MOUNTAIN ST  
FAYETTEVILLE AR 72701SECURITY  
FEATURES INCLUDED  
DETAILS ON BACK

MP

MP

AUTHORIZED SIGNATURE

⑈086878⑈ ⑆063105683⑆ 002000020440⑈

NAME

NUMBER

DATE

FAYETTEVILLE POLICE DEPT.

78336

05/24/17

SUMMER 2017 YOUTH CITIZENS POLICE ACADEMY SPONSORSHIP

CP

7116 78336  
7216 78336250.00 YOUTH CITIZENS POLICE ACD  
250.00 YOUTH CUTIZENS POLICE ACD**Honda of Fayetteville**REMITTANCE ADVICE  
DETACH AND RETAIN**Honda of Fayetteville**P.O. Box 1649  
Benton, AR 72018

CHECK NO.

86878

NET  
AMOUNT

\$500.00

DEAR CUSTOMER:

IN OUR EFFORTS TO PREVENT FRAUD AND KEEP YOUR COSTS LOW, PENSKE AUTOMOTIVE GROUP PARTICIPATES IN A FRAUD PREVENTION SERVICE WITH BANK OF AMERICA CALLED POSITIVE PAY. BECAUSE OF THIS SERVICE, THIS CHECK MAY NOT BE CASHED AT ANY BANK OF AMERICA BRANCH UNTIL THE NEXT BUSINESS DAY; HOWEVER, YOU CAN DEPOSIT THE CHECK AT YOUR FINANCIAL INSTITUTION WITHOUT ANY DELAY. WE APPRECIATE YOUR COOPERATION.

PROSECUTOR'S DRUG CONTROL FUND

PH. 479-444-1570  
280 N COLLEGE SUITE 301  
FAYETTEVILLE, AR 72701

81-161/829  
80022081

1152

DATE 3-30-17  
*Force*

PAY TO THE ORDER OF Fourth Judicial District Drug Task \$ 15,000

Fifteen thousand dollars ; 00 / 100 DOLLARS  Security Features Included. Details on Back.

ONE SOUTH BLOCK STREET  
FAYETTEVILLE, ARKANSAS 72701

THE BANK OF FAYETTEVILLE



MEMO 4<sup>th</sup> DTF's small officer funding

1:08 290 16 19:11 52 80022081 *Ma E. Ketter*  
*Kenneth Westfall*

# City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

|                            |                                                                   |                          |
|----------------------------|-------------------------------------------------------------------|--------------------------|
| <b>Budget Year</b><br>2017 | <b>Division /Org2</b> POLICE (200)<br><b>Requestor:</b> W. Newman | <b>Adjustment Number</b> |
|----------------------------|-------------------------------------------------------------------|--------------------------|

## BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Acceptance of various donations received by the Fayetteville Police Department.

|                      |                     |            |
|----------------------|---------------------|------------|
| RESOLUTION/ORDINANCE | COUNCIL DATE:       | 10/17/2017 |
|                      | LEGISTAR FILE ID#:  | 2017-0531  |
|                      | <i>Liz Hutchens</i> |            |
|                      | 9/29/2017 12:02 PM  |            |
|                      | Budget Director     | Date       |
|                      | TYPE:               |            |
|                      | DESCRIPTION:        |            |
|                      | GLDATE:             |            |
|                      | POSTED:             | /          |

| TOTAL                 |                       | 17,300  | 17,300       | v.20170707 |    |                                          |
|-----------------------|-----------------------|---------|--------------|------------|----|------------------------------------------|
| Account Number        | Increase / (Decrease) |         | Project.Sub# |            | AT | Account Name                             |
|                       | Expense               | Revenue | Project      | Sub        |    |                                          |
| 1010.200.2920-5329.00 | 1,800                 | -       | 33044        | 6          | EX | Recognition - Employee                   |
| 1010.200.2900-4809.00 | -                     | 1,800   | 33044        | 6          | RE | Donations - Donations                    |
| 1010.200.2920-5210.00 | 500                   | -       | 33044        | 1          | EX | Minor Equipment - :                      |
| 1010.200.2900-4809.00 | -                     | 500     | 33044        | 1          | RE | Donations - Donations                    |
| 2930.200.2960-5378.00 | 15,000                | -       | 33044        | 7          | EX | Dtf Program Income Exp - Dtf Program Inc |
| 2930.200.2960-4900.00 | -                     | 15,000  | 33044        | 7          | RE | Miscellaneous Revenue - base             |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |
|                       | -                     | -       |              |            |    |                                          |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0572

---

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 7

### **XYBIX SYSTEMS, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF DISPATCH FURNITURE FOR THE CENTRAL DISPATCH CENTER FROM XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$133,889.24 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of dispatch furniture for the Central Dispatch Center from Xybix Systems, Inc. in the amount of \$133,889.24, pursuant to a Houston-Galveston Area Council cooperative purchasing contract.

City of Fayetteville Staff Review Form

2017-0572

Legistar File ID

10/17/2017

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

Chief Greg Tabor

9/29/2017

CENTRAL DISPATCH (260)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to purchase new dispatch furniture for the Central Dispatch Center from Xybix Systems through the Houston-Galveston Area Council (HGAC) Contract #EC07-16. The purchase amount is \$133,889.24

Budget Impact:

4470.200.8200-5801.00

Sales Tax Capital Improvements

Account Number

Fund

17002.1

Central Dispatch Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 165,000.00

Funds Obligated \$ -

Current Balance \$ 165,000.00

Does item have a cost? Yes

Item Cost \$ 133,889.24

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 31,110.76

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:





**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor and City Council

**THRU:** Greg Tabor, Chief of Police

**FROM:** Natisha Claypool, Assistant Dispatch Manager

**DATE:** September 28, 2017

**SUBJECT:** Approval of a resolution to purchase new dispatch furniture for the Central Dispatch Center from Xybix Systems

---

**RECOMMENDATION:**

Approval of a resolution to purchase new dispatch furniture for the Central Dispatch Center from Xybix Systems through the Houston-Galveston Area Council (HGAC) Contract #EC07-16. The purchase amount is \$133,889.24.

**BACKGROUND:**

The furniture currently in dispatch is seventeen years old. Dispatch furniture is more complex than office furniture due to the fact it is used twenty-four hours a day. It also has to hold multiple computer monitors and equipment. Furniture made specifically for dispatch centers includes height adjustable desks, acoustical panel systems, cable/wire management, monitor arrays, and equipment storage. Central Dispatch currently has five dispatch consoles, a supervisor's desk and a call-taker desk.

**DISCUSSION:**

The purchase of this furniture will give Central Dispatch eight dispatch consoles and one supervisor desk. The increase of consoles will allow for future growth. Xybix Systems provides durable ergonomic consoles. They have a lifetime warranty and have been tested to BIFMA's (Business and Institutional Furniture Manufacturer's Association) standards.

**BUDGET/STAFF IMPACT:**

Capitol Improvement funds have been budgeted for the purchase of dispatch furniture.

**Attachments:**

Quote and Drawings

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 EmilyH



**Quote Number: 21573**

**Quote Date: 9/28/2017**

**Revision: C**

**Orig Create Date: 9/11/2017**

**Expires: 12/27/2017**

**Opp #: 0013322**

**Page: 1 of 4**

**Terms: 1% 20 Days, NET 30 Days**

|                                                                                                                    |                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quote To:</b><br>Acct: FAYPOLFAAR<br><br>Fayetteville Police Department<br>100 W. Rock<br>Fayetteville AR 72701 | <b>Ship To:</b> Fayetteville Police Department<br>100 W. Rock<br><br>Fayetteville<br>AR 72701<br><br><hr/> <b>Sales Person:</b> GLEN HANSON<br>Rep Phone: 214-727-1681<br>Email: GlenH@xybix.com |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*HGAC Contract#: EC07-16*

*09/28/2017: Drawing 3. -esh*

*09/26/2017: Drawing R2. -esh*

*09/11/2017: Drawing R1. -esh*

*PLEASE NOTE: OPTIONAL ITEMS ARE NOT INCLUDED IN THE TOTAL PRICE.*

*PLEASE CONTACT XYBIX TO HAVE ANY OPTIONAL ITEMS INCLUDED IN THE FINAL PRICE.*

*FREIGHT & INSTALLATION CHARGES WILL BE ADJUSTED ACCORDINGLY.*

| Line | Part Number | Description                                                                                                                                                                                                                                                                                                                       | Qty | U/M     | List Ea     | Disc% | DiscPrice   | Net Price   |
|------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|-------------|-------|-------------|-------------|
| 1.00 | 12343-44.   | Panel System Priced by the Linear Foot:<br>Grade 2 Fabric<br>12343-1-SS - 42-48in - 49 LF @ 176<br>12343-1-DS - 42-48in - 53 LF @ 238<br>12344-1-SS - 65in - 0 LF @ 236<br>12344-1-DS - 65in - .5 LF @ 329<br><br>Upper Tiles Fabric Color: TBD Grade 2 G2<br>Lower Tiles Fabric Color: TBD Grade 2 G2<br>Panel Trim Color: Black | 1   | 1.0 EA  | \$21,402.50 | 50    | \$10,701.25 | \$10,701.25 |
| 1.01 | 14529.      | Panel Tile Acoustical Premium .75 NRC Tile 14x30 Upgrade                                                                                                                                                                                                                                                                          | 2   | 10.0 EA | \$97.00     | 50    | \$48.50     | \$485.00    |
| 1.02 | 14532.      | Panel Tile Acoustical Premium .75 NRC Tile 14x48 Upgrade                                                                                                                                                                                                                                                                          | 3   | 4.0 EA  | \$97.00     | 50    | \$48.50     | \$194.00    |
| 1.03 | 14535.      | Panel Tile Acoustical Premium .75 NRC Tile 18x30 Upgrade                                                                                                                                                                                                                                                                          | 50  | 2.0 EA  | \$97.00     | 50    | \$48.50     | \$97.00     |
| 1.04 | 14536.      | Panel Tile Acoustical Premium .75 NRC Tile 18x36 Upgrade                                                                                                                                                                                                                                                                          | 4   | 32.0 EA | \$97.00     | 50    | \$48.50     | \$1,552.00  |
| 1.05 | 14538.      | Panel Tile Acoustical Premium .75 NRC Tile 18x48 Upgrade                                                                                                                                                                                                                                                                          | 5   | 2.0 EA  | \$97.00     | 50    | \$48.50     | \$97.00     |

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 EmilyH



**Quote Number: 21573**

**Quote Date: 9/28/2017**

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**Page: 2 of 4**

**Terms: 1% 20 Days, NET 30 Days**

|      |          |                                                                                                                         |               |         |            |    |            |             |
|------|----------|-------------------------------------------------------------------------------------------------------------------------|---------------|---------|------------|----|------------|-------------|
| 2.00 | 14486.   | Adj. Table Worksurface - Corner Dual Surface - 72L x 72R 10 RV - Cable Management Included                              | <sup>6</sup>  | 8.0 EA  | \$1,848.00 | 50 | \$924.00   | \$7,392.00  |
| 3.00 | 15844    | T5S Table Base for 72X72 Corner Worksurface                                                                             | <sup>6</sup>  | 8.0 EA  | \$6,205.00 | 50 | \$3,102.50 | \$24,820.00 |
|      |          | <b>OPEN MARKET</b>                                                                                                      |               |         |            |    |            |             |
| 4.00 | 12056.   | Monitor Mount - Rollervision - - 2HI - Corner - Dual Surface - 72L x 72R 10 RV - 12076 - Std VESA Monitor Mount Qty = 8 | <sup>9</sup>  | 8.0 EA  | \$4,326.00 | 50 | \$2,163.00 | \$17,304.00 |
| 5.00 | 15561    | Cable Management J Channel 3.5"Top x 2.5" Height- 5.45"Bottom                                                           | <sup>10</sup> | 12.0 EA | \$17.00    | 50 | \$8.50     | \$102.00    |
| 5.01 | 12904    | DataDock - Keyboard Surface Cable Organizer Cables Sold Separately                                                      | <sup>11</sup> | 8.0 EA  | \$393.00   | 50 | \$196.50   | \$1,572.00  |
| 5.02 | 11677    | Ext Cable USB Type A to Type A Panel Mount for Datadock Male/Female 5M (16.4')                                          | <sup>12</sup> | 40.0 EA | \$29.00    | 50 | \$14.50    | \$580.00    |
| 5.03 | 15408    | DataDock RJ-45 Cat6 Coupler with 25' Cable Kit                                                                          | <sup>13</sup> | 16.0 EA | \$70.00    | 50 | \$35.00    | \$560.00    |
| 5.04 | 12787    | USB Type A to Type A Keyboard/Mouse Extension 5M (16' 4") - Color: BLACK                                                | <sup>16</sup> | 2.0 EA  | \$34.00    | 50 | \$17.00    | \$34.00     |
| 5.05 | 13729    | Ext Monitor Cable 25' VGA High Quality Male/Female                                                                      | <sup>51</sup> | 25.0 EA | \$98.00    | 50 | \$49.00    | \$1,225.00  |
|      |          | <b>OPEN MARKET</b>                                                                                                      |               |         |            |    |            |             |
| 5.06 | 11132    | Ext Audio Cable 3.5mm Jack Male/Female 25'                                                                              | <sup>18</sup> | 10.0 EA | \$34.00    | 50 | \$17.00    | \$170.00    |
| 5.07 | 14349    | Display Port Cable 25 FT Male/Male                                                                                      | <sup>52</sup> | 74.0 EA | \$75.00    | 50 | \$37.50    | \$2,775.00  |
| 5.08 | 15095    | HDMI Cable w/ Ethernet M/M 25' High Speed                                                                               | <sup>53</sup> | 8.0 EA  | \$75.00    | 50 | \$37.50    | \$300.00    |
| 6.00 | 11792.   | Power Bar - 10 Outlet                                                                                                   | <sup>19</sup> | 18.0 EA | \$135.00   | 50 | \$67.50    | \$1,215.00  |
| 6.01 | 14976    | 6 Outlet Power Strip 25'                                                                                                | <sup>20</sup> | 5.0 EA  | \$144.00   | 50 | \$72.00    | \$360.00    |
| 7.00 | 15280    | Task Light Assembly Kit LED - Z-Bar Solo Mini Blk, Warm White                                                           | <sup>21</sup> | 1.0 EA  | \$454.00   | 50 | \$227.00   | \$227.00    |
| 7.01 | 15618MCC | Task Light Pair LUX2 LED My Climate                                                                                     | <sup>22</sup> | 8.0 EA  | \$467.00   | 50 | \$233.50   | \$1,868.00  |
| 7.02 | 12604MCC | Light - LED Status Indicator 56MM 3 HI Red-Yellow-Green-24VAC/DC For MyClimate                                          | <sup>23</sup> | 8.0 EA  | \$1,050.00 | 50 | \$525.00   | \$4,200.00  |



**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 EmilyH



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**Page: 3 of 4**

**Terms: 1% 20 Days, NET 30 Days**

|       |          |                                                                                                |    |        |            |    |          |            |
|-------|----------|------------------------------------------------------------------------------------------------|----|--------|------------|----|----------|------------|
| 8.00  | 15476    | Shelf Under Surface USB Charging Upgrade Assembly                                              | 25 | 8.0 EA | \$105.00   | 50 | \$52.50  | \$420.00   |
| 8.01  | 15463    | Shelf Under Surface 19W x 9D - Metal                                                           | 24 | 8.0 EA | \$127.00   | 50 | \$63.50  | \$508.00   |
| 9.00  | 15620MCC | MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W                         | 26 | 9.0 EA | \$1,999.00 | 50 | \$999.50 | \$8,995.50 |
| 10.00 | 12031.   | Return Worksurface - 96Wx24D                                                                   | 27 | 1.0 EA | \$515.00   | 50 | \$257.50 | \$257.50   |
| 10.01 | 13094.   | Return Worksurface - 72Wx78D                                                                   | 28 | 1.0 EA | \$1,483.00 | 50 | \$741.50 | \$741.50   |
| 10.02 | 12033.   | Return Worksurface - 30Wx36D                                                                   | 29 | 8.0 EA | \$410.00   | 50 | \$205.00 | \$1,640.00 |
| 10.03 | 12033.   | Return Worksurface - 48Wx36D                                                                   | 30 | 4.0 EA | \$410.00   | 50 | \$205.00 | \$820.00   |
| 11.00 | 13636.   | CPU Cabinet - Under Work Surface 18Wx29D with Sliding Shelf                                    | 32 | 1.0 EA | \$1,170.00 | 50 | \$585.00 | \$585.00   |
| 11.01 | 13621.   | CPU Cabinet - Under Work Surface 30Wx33D with Sliding Shelf                                    | 33 | 7.0 EA | \$1,440.00 | 50 | \$720.00 | \$5,040.00 |
| 11.02 | 15707    | Cable Bridge Corner Left Side                                                                  | 34 | 4.0 EA | \$200.00   | 50 | \$100.00 | \$400.00   |
| 11.03 | 15708    | Cable Bridge Corner Right Side                                                                 | 35 | 4.0 EA | \$200.00   | 50 | \$100.00 | \$400.00   |
| 12.00 | 11352.   | Drawer Pedestal - Fixed - Single - 16W - 6-6-12 Drawers 22D -                                  | 36 | 3.0 EA | \$998.00   | 50 | \$499.00 | \$1,497.00 |
| 12.01 | 12425.   | Drawer Pedestal - Fixed - Bookcase Left - 30W - 12-12 Drawers 22D -                            | 37 | 1.0 EA | \$950.00   | 50 | \$475.00 | \$475.00   |
| 12.02 | 12425.   | Drawer Pedestal - Fixed - Bookcase Right - 30W - 12-12 Drawers 22D -                           | 38 | 1.0 EA | \$950.00   | 50 | \$475.00 | \$475.00   |
| 12.03 | 13645.   | Drawer Pedestal - Fixed - Dual Ped with Bookcase - 48W - 12-12 Drawers 22D - 12-12 Drawers 22D | 39 | 2.0 EA | \$1,995.00 | 50 | \$997.50 | \$1,995.00 |
| 14.00 | 13048.   | Lateral File - 48W - 2 Drawer 30H                                                              | 40 | 2.0 EA | \$1,606.00 | 50 | \$803.00 | \$1,606.00 |
| 18.00 | 12235    | Support - "L" Bracket 18"                                                                      | 42 | 1.0 EA | \$34.00    | 50 | \$17.00  | \$17.00    |
| 18.01 | 14655    | Wall Screw Anchor Kit                                                                          | 43 | 2.0 EA | \$9.00     | 50 | \$4.50   | \$9.00     |
| 18.02 | 10005    | Table Support leg                                                                              | 44 | 2.0 EA | \$76.00    | 50 | \$38.00  | \$76.00    |

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**Quote**

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**Page: 4 of 4**

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|       |        |                                       |    |        |          |    |         |          |
|-------|--------|---------------------------------------|----|--------|----------|----|---------|----------|
| 18.03 | 14329. | Filler Panel - Panel Frame Attachment | 45 | 4.0 EA | \$126.00 | 50 | \$63.00 | \$252.00 |
| 19.00 | 10176  | Cup Holder - Blk                      | 46 | 8.0 EA | \$90.00  | 50 | \$45.00 | \$360.00 |
| 90.00 | 12356  | Installers Kit                        | 48 | 8.0 EA | \$-      |    | \$0.00  | \$0.00   |
| 99.00 | OTHER  | Other Charges & Services              | 49 | 1.0 EA | \$-      |    | \$0.00  | \$0.00   |

**Line(49) - Miscellaneous Charge -**

Freight - FullTruck NonTaxable \$1,845.00

Installation - Non-Taxable \$15,750.00

List Price Total \$208,799.50

Lines Total: \$104,399.75

Line Miscellaneous Charges Total: \$17,595.00

**Quote Total: \$121,994.75**

**Note 1:**

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



8207 SouthPark Circle  
Littleton, CO 80120  
1.800.788.2810 F.303.683.5454  
www.xybix.com

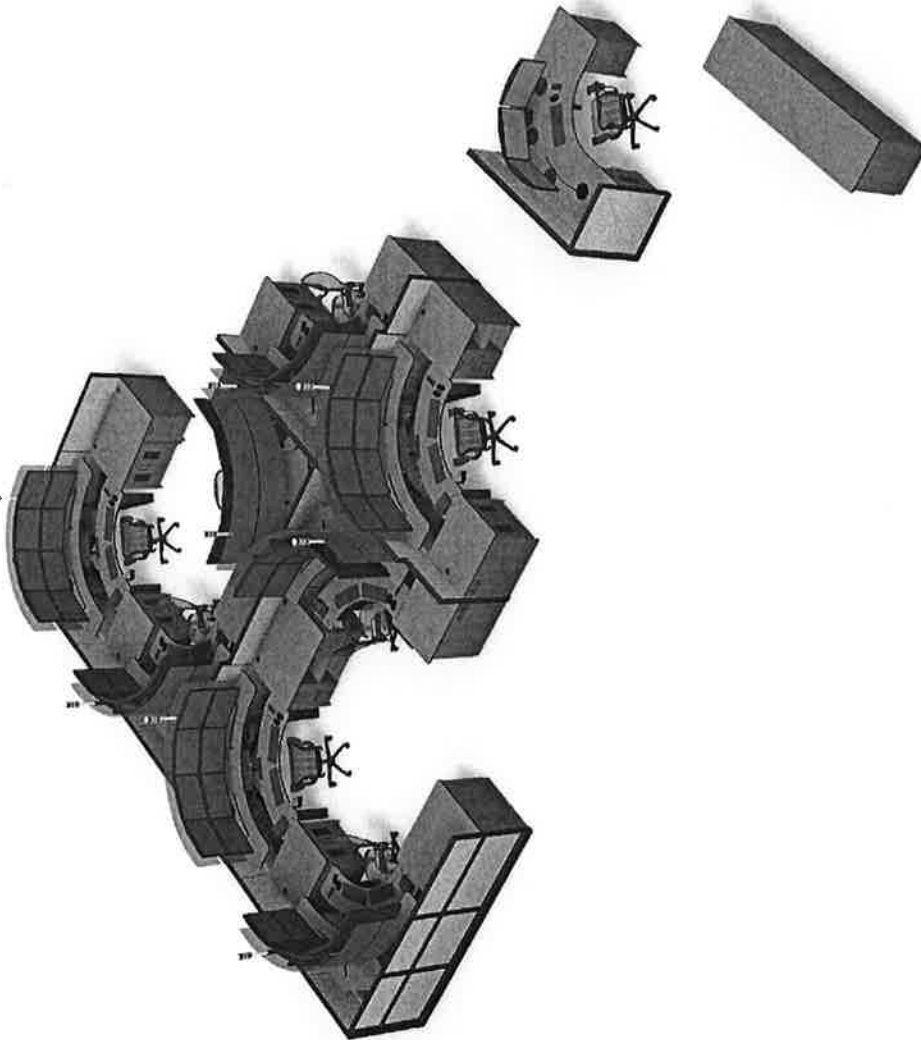
Sales Rep: Glen Hanson

Email: glen@xybix.com

Designer: Emily Houston

Email: emily@xybix.com

Fayetteville Police Department  
100 W. Rock  
Fayetteville, AR 72701



| CABLE TYPES-TOTALS AS NOTED ON QUOTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           | FINISH SELECTIONS      |                     | REVISIONS |                                                             | DRAWING NAME: |      | OPPORTUNITY: 001322                                                                                                                           |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------|---------------------|-----------|-------------------------------------------------------------|---------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Monitors-Display Port: 74                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | VGA: 25   | Panel Trim: Color      | Panel Fabric: Color | REV       | DESCRIPTION                                                 | DATE          | DSGN | COVER PAGE                                                                                                                                    |             |
| HDMI: 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           | Laminator: Color       | T-Mold: Color       | 0         | Drawing Creation Date                                       | 08.29.17      | esh  | SHEET: 1 of 4                                                                                                                                 | SCALE: NONE |
| DataDock-USB: 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           | Melamine: Color        | Edgeband: Color     | 1         | Goto Meeting                                                | 08.31.17      | esh  |                                                                                                                                               |             |
| RJ-45: 16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | Handle: Type and color |                     | 2         | Remove UPS from cabinets and add an additional workstation. | 09.26.17      | esh  |                                                                                                                                               |             |
| Outside DataDock-USB: 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Audio: 10 |                        |                     | 3         | Update Cables and remove Anti-Microbial.                    | 09.28.17      | esh  |                                                                                                                                               |             |
| Signed cable sheet received                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                        |                     |           |                                                             |               |      | NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be reproduced without written permission by XYBIX Systems, Inc. |             |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| Signature: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| Title: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| SIGN OFF APPROVAL: Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarded by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval of these documents shall result in additional costs. |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| SIGN-OFF INITIALS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| REV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                        |                     |           |                                                             |               |      |                                                                                                                                               |             |



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Littleton, CO 80120  
1.800.788.2810 F.303.683.5454  
www.xybix.com

Sales Rep: Glen Hanson  
Email: glen@xybix.com  
Designer: Emily Houston  
Email: emily@xybix.com

Fayetteville Police Department  
100 W. Rock  
Fayetteville, AR 72701

OPPORTUNITY: 001322

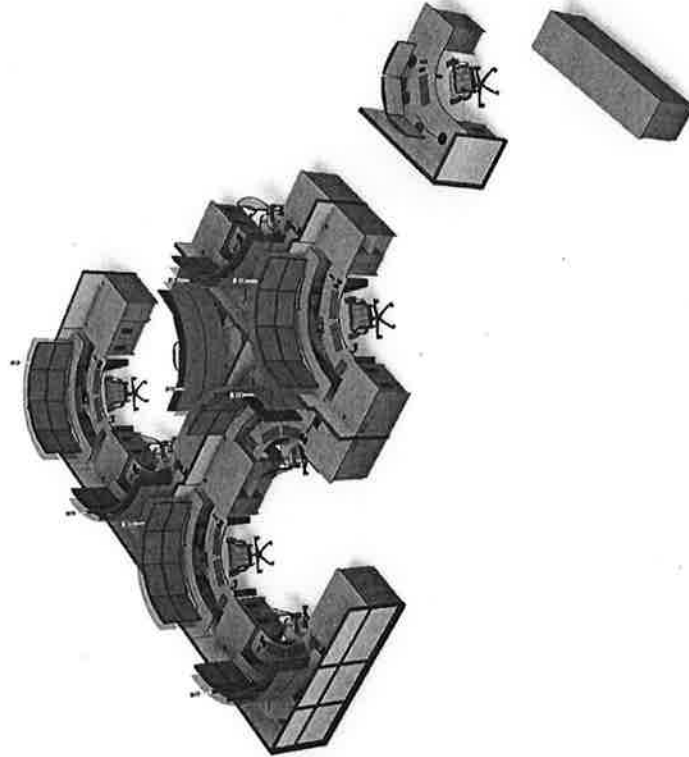
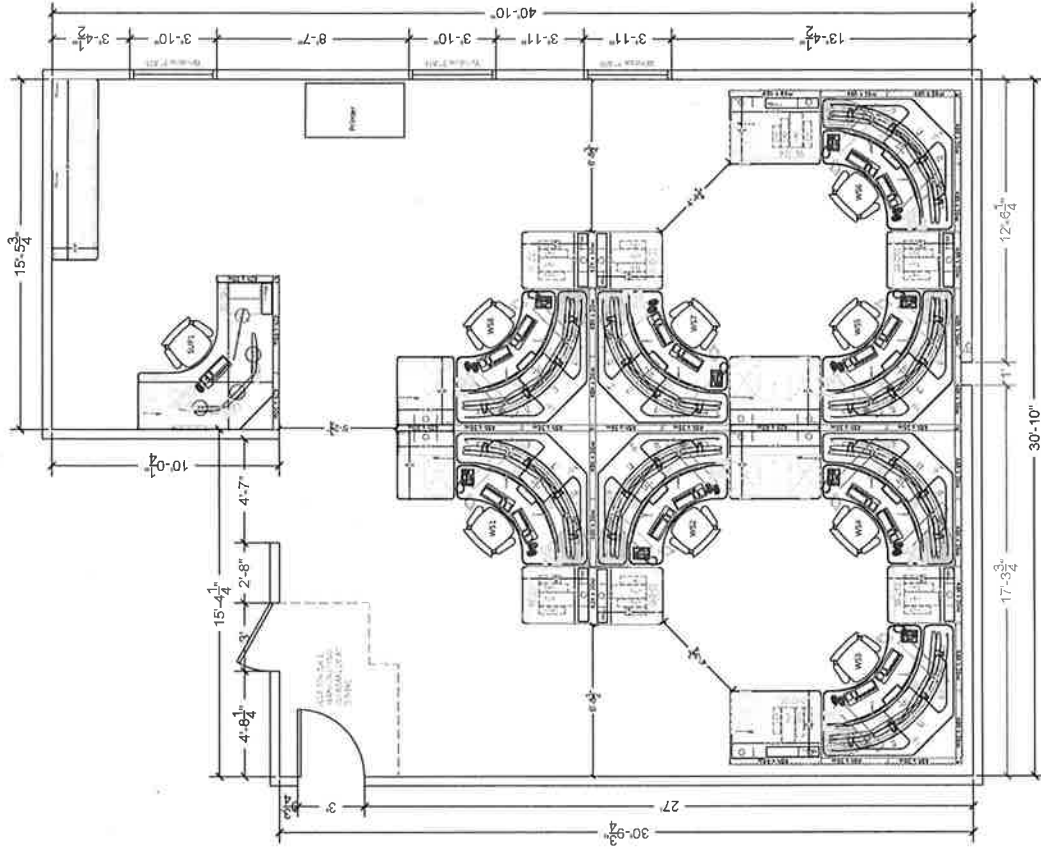
DRAWING NAME:

OVERALL VIEW

SHEET: 2 of 4  
SCALE: As Noted

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.

SIGN-OFF INITIALS: X  
REV 3



OVERALL VIEW  
SCALE: 3/16"=1'-0"

RENDERING  
SCALE: NONE

AS-BUILT ROOM DIMENSIONS NEED TO BE VERIFIED PRIOR TO ORDER ENTRY







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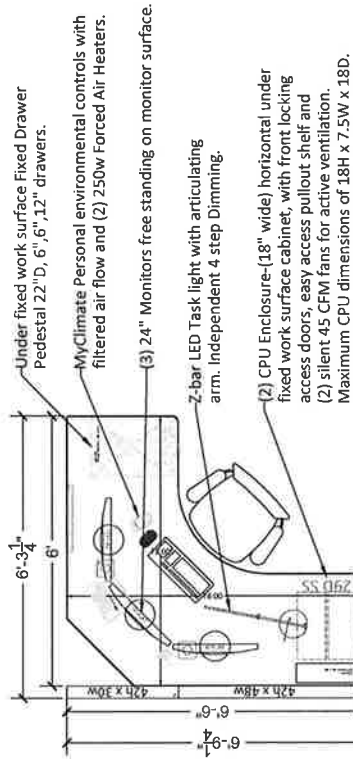
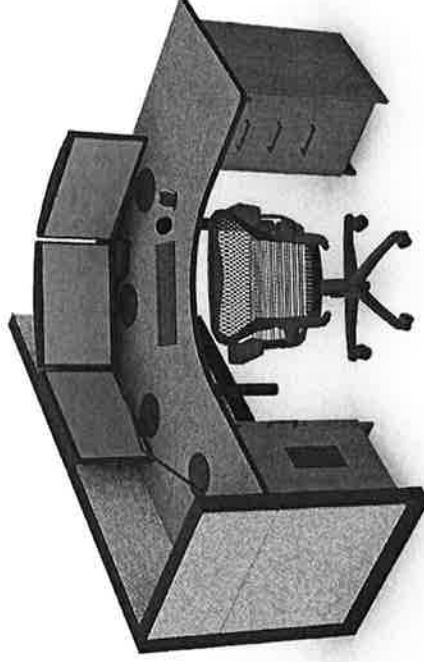
Sales Rep: Glen Hansen  
Email: glen@xybix.com  
Designer: Emily Houston  
Email: emilyh@xybix.com

Fayetteville Police Department  
100 W. Rock  
Fayetteville, AR 72701

OPPORTUNITY: 001322  
DRAWING NAME:  
TYPICAL WORKSTATION  
SHEET: 4 of 4  
SCALE: As Noted

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SIGN-OFF INITIALS: REV 3  
X



RENDERING  
SCALE: NONE

TYPICAL WORKSTATION  
SCALE: 3/8"=1'-0"

# CABLE CONNECTIONS

## MONITOR EXTENSION CABLES PER POSITION

Position Type: WS1- WS8

**VGA**  
Male / Female Extension  
Standard connection for monitors

**DVI-D**  
Male / Female Extension  
Typical for Hi-Resolution

**DVI-I** 10' Max Length  
Male / Female Extension  
Typical for Hi-Resolution

**HDMI**  
Male / Male Replacement  
Typical for Hi-Resolution



QTY: 3 ea.



QTY: 0



QTY: 0



QTY: 1 ea.

## OTHER TYPICAL CABLE TYPES

**Display Port**  
Male / Male Replacement  
Typical for Hi-Resolution



QTY: 8 ea.

**DB-9**  
9 Pin Serial Cable



QTY: 0

Standard connection  
for Touch Screen

**USB**  
Keyboard Mouse



QTY: 0

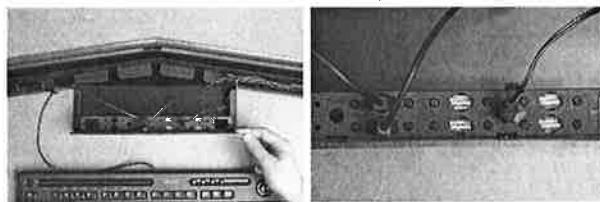
**AUDIO**  
Typical for Speakers



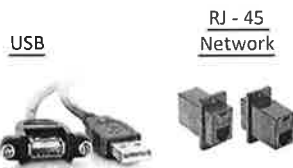
QTY: 1 ea.

Standard Keyboard / Mouse Connectors WITHOUT DataDock

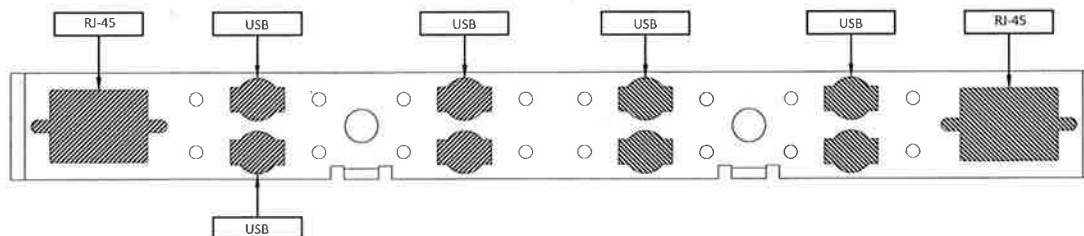
**DATA DOCK:** For Keyboard; Mice and Phone connection.  
Data Dock USB Cables are exclusively sold through Xybix only.



The data dock will be supplied with (2) RJ-45 couplers and (5) USB connectors. TEN PORTS AVAILABLE.



Compatible with RJ-11



OPTIONAL: Power-Only USB  
☒ Yes ☐ No

| Location                            |                             |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/>            | Datadock                    |
| <input checked="" type="checkbox"/> | Shelf Under Monitor Surface |

If different cable connector types are required it is your responsibility to contact your designer or sales rep.

\*\*\* Any information that is received and/or changed following receipt of the sign-off drawing and PO may result in additional costs that will be expensed to the client\*\*\*

Signature \_\_\_\_\_ Date \_\_\_\_\_

| REVISIONS |                                                             |          |      | Fayetteville Police Department<br>100 W. Rock<br>Fayetteville, AR 72701 |                         |  <div>8207 SouthPark Circle<br/>Littleton, CO. 80120<br/>1.800.788.2810 F.303.683.5454<br/>www.xybix.com</div> |                                                  | REV |
|-----------|-------------------------------------------------------------|----------|------|-------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----|
| REV       | DESCRIPTION                                                 | DATE     | DSGN |                                                                         |                         |                                                                                                                                                                                                     |                                                  |     |
| 0         | Drawing Creation Date                                       | 08.29.17 | esh  | DRAWING NAME:<br>CABLE SHEET                                            | OPPORTUNITY:<br>0013322 | Designer: Emily Houston<br>Email: emilyh@xybix.com                                                                                                                                                  | Sales Rep: Glen Hanson<br>Email: glenh@xybix.com | 3   |
| 1         | Goto Meeting                                                | 08.31.17 | esh  |                                                                         |                         |                                                                                                                                                                                                     |                                                  |     |
| 2         | Remove UPS from cabinets and add an additional workstation. | 09.26.17 | esh  | SHEET:<br>CABLE SHEET                                                   | SCALE:<br>NONE          | NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.                                       |                                                  |     |
| 3         | Update Cables and remove Anti-Microbial.                    | 09.28.17 | esh  |                                                                         |                         |                                                                                                                                                                                                     |                                                  |     |
|           |                                                             |          |      |                                                                         |                         |                                                                                                                                                                                                     |                                                  |     |
|           |                                                             |          |      |                                                                         |                         |                                                                                                                                                                                                     |                                                  |     |

# CABLE CONNECTIONS

## MONITOR EXTENSION CABLES PER POSITION

Position Type: SUP

### VGA

Male / Female Extension  
Standard connection for monitors



QTY: 1 ea.

### DVI-D

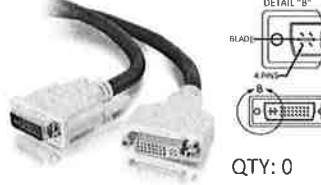
Male / Female Extension  
Typical for Hi-Resolution



QTY: 0

### DVI-I

10' Max Length  
Male / Female Extension  
Typical for Hi-Resolution



QTY: 0

### HDMI

Male / Male Replacement  
Typical for Hi-Resolution



QTY: 0

## OTHER TYPICAL CABLE TYPES

### Display Port

Male / Male Replacement  
Typical for Hi-Resolution



QTY: 2 ea.

### DB-9

9 Pin Serial Cable



QTY: 0

Standard connection  
for Touch Screen

### USB

Keyboard Mouse



QTY: 2 ea.

### AUDIO

Typical for Speakers



QTY: 2 ea.

Standard Keyboard / Mouse Connectors WITHOUT DataDock

If different cable connector types are required it is your responsibility to contact your designer or sales rep.

\*\*\* Any information that is received and/or changed following receipt of the sign-off drawing and PO may result in additional costs that will be expensed to the client\*\*\*

Signature \_\_\_\_\_ Date \_\_\_\_\_

| REVISIONS |                                                             |          |      | Fayetteville Police Department<br>100 W. Rock<br>Fayetteville, AR 72701 |  |  8207 SouthPark Circle<br>Littleton, CO, 80120<br>1.800.788.2810 F.303.683.5454<br>www.xybix.com |  | REV |
|-----------|-------------------------------------------------------------|----------|------|-------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----|
| REV.      | DESCRIPTION                                                 | DATE     | DSGN |                                                                         |  |                                                                                                                                                                                       |  |     |
| 0         | Drawing Creation Date                                       | 08.29.17 | esh  | DRAWING NAME: CABLE SHEET                                               |  | OPPORTUNITY: 0013322                                                                                                                                                                  |  | 3   |
| 1         | Goto Meeting                                                | 08.31.17 | esh  |                                                                         |  |                                                                                                                                                                                       |  |     |
| 2         | Remove UPS from cabinets and add an additional workstation. | 09.26.17 | esh  | SHEET: CABLE SHEET                                                      |  | SCALE: NONE                                                                                                                                                                           |  |     |
| 3         | Update Cables and remove Anti-Microbial.                    | 09.28.17 | esh  |                                                                         |  |                                                                                                                                                                                       |  |     |
|           |                                                             |          |      |                                                                         |  | Designer: Emily Houston      Sales Rep: Glen Hanson<br>Email: emilyh@xybix.com      Email: glenh@xybix.com                                                                            |  |     |
|           |                                                             |          |      |                                                                         |  | NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.                         |  |     |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0486

---

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 8

### **FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,454.00 TO ALLOW FOR THE COMPLETION OF RESTROOM FACILITIES, STORAGE SPACE AND AN OPEN CLASSROOM SPACE AT THE FIRE DEPARTMENT TRAINING GROUNDS

### **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 \$92,454.00 to allow for the completion of restroom facilities, storage space and an open classroom space at the Fire Department Training Grounds.

City of Fayetteville Staff Review Form

2017-0486

Legistar File ID

10/17/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

9/27/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of \$92,454 for the interior finish work of the Support Building at the Fire Training Grounds.

Budget Impact:

4470.300.8300-5804.00

Sales Tax Capital

Account Number

Fund

17001.1

Fire Training Grounds

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 940,684.00

Funds Obligated \$ 798,917.27

Current Balance \$ 141,766.73

Does item have a cost? Yes

Item Cost \$ 92,454.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 92,454.00

Remaining Budget \$ 141,766.73

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Jordan and City Council

**FROM:** David Dayringer, Fire Chief

**DATE:** September 27, 2017

**SUBJECT:** Approval of a budget adjustment in the amount of \$92,454 for the interior finish work of the Support Building at the Fire Training Grounds.

---

**RECOMMENDATION:**

Staff recommends approval of a budget adjustment in the amount of \$92,454 for the interior finish work of the Support Building at the Fire Training Grounds.

**BACKGROUND:**

This Budget Adjustment will allow for the completion of the current phase of our overall Fire Training Grounds Project. It will allow for restroom facilities, storage, and open classroom at the training site.

**DISCUSSION:**

The City's Facilities Management Division has estimated a cost of \$92,454 for finishing the current phase at the training support building. Future plans exist to finish out this facility with offices for the Training Division and enclosing the classroom.

**BUDGET/STAFF IMPACT:**

The finances required for this work will come from existing Fire Department Impact Fee Funds. The Budget Adjustment will move these funds into Project 17001.1 Fire Training Grounds.

**Attachments:**

Budget Adjustment

# City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

|                            |                                                                       |                          |
|----------------------------|-----------------------------------------------------------------------|--------------------------|
| <b>Budget Year</b><br>2017 | <b>Division /Org2</b> FIRE (300)<br><b>Requestor:</b> David Dayringer | <b>Adjustment Number</b> |
|----------------------------|-----------------------------------------------------------------------|--------------------------|

## BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a budget adjustment in the amount of \$92,454 from Fire IMPACT FEES for the interior finish work of the Support Building at the Fire Training Grounds.

|                      |                     |            |
|----------------------|---------------------|------------|
| RESOLUTION/ORDINANCE | COUNCIL DATE:       | 10/17/2017 |
|                      | LEGISTAR FILE ID#:  | 2017-0486  |
|                      | <i>Barbara Fell</i> |            |
|                      | 9/28/2017 10:34 AM  |            |
|                      | Budget Director     | Date       |
|                      | TYPE:               |            |
|                      | DESCRIPTION:        |            |
|                      | GLDATE:             |            |
|                      | POSTED:             | /          |

| TOTAL                 |                       | 184,908 | 184,908      |      |    |                                          | v.20170707 |
|-----------------------|-----------------------|---------|--------------|------|----|------------------------------------------|------------|
|                       | Increase / (Decrease) |         | Project.Sub# |      |    |                                          |            |
| Account Number        | Expense               | Revenue | Project      | Sub  | AT | Account Name                             |            |
| 4470.300.8300-5804.00 | 92,454                | -       | 17001        | 1    | EX | Building Costs - Building Costs          |            |
| 4470.300.8300-6602.30 | -                     | 92,454  | 17001        | 1    | RE | Transfer from Fund - Impact Fee          |            |
|                       | -                     | -       |              |      |    |                                          |            |
| 2300.300.9300-7602.47 | 92,454                | -       | 07003        | 1704 | EX | Transfers To Funds - Capital Improvement |            |
| 2300.300.9300-4999.99 | -                     | 92,454  |              |      | RE | **Use Fund Balance - Current             |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |
|                       | -                     | -       |              |      |    |                                          |            |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0575

---

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 9

### **ENERGY ASSESSMENT TASK ORDER 08:**

A RESOLUTION TO APPROVE TASK ORDER NO. 8 WITH GARVER, LLC IN THE AMOUNT OF \$27,600.00 TO COMPLETE AN ENERGY ASSESSMENT FOR THE TERMINAL BUILDING, TERMINAL PARKING LOT, AND AIRFIELD ELECTRICAL VAULT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 8 with Garver, LLC in the amount of \$27,600.00 to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Drake Field.

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



City of Fayetteville Staff Review Form

2017-0575

Legistar File ID

10/17/2017

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

Summer Fallen

9/28/2017

Aviation /  
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval to utilize grant funds to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Fayetteville – Drake Field Airport. More specifically, this resolution will allow the Aviation Division to execute a task order in the amount of \$27,600 to complete the energy assessment. Staff also request approval of a budget adjustment.

Budget Impact:

5550.760.3960.5314.00

Airport

Account Number

Fund

31706.1701

Airport Energy Assessment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 25,740.00

Funds Obligated \$ -

Current Balance \$ 25,740.00

Does item have a cost? Yes

Item Cost \$ 27,600.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 2,860.00

Remaining Budget \$ 1,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor Lioneld Jordan  
Fayetteville City Council

**THRU:** Don Marr, Chief of Staff

**FROM:** Summer Fallen, Airport Services Manager

**DATE:** September 28, 2017

**SUBJECT:** Task Order 08- Energy Assessment

---

**Recommendation**

Staff requests approval to utilize grant funds to complete an energy assessment for the terminal building, terminal parking lot, and airfield electrical vault at Fayetteville – Drake Field Airport. More specifically, this resolution will allow the Aviation Division to execute a task order in the amount of \$27,600 to complete the energy assessment. Staff also request approval of a budget adjustment.

**Background**

The airport recently attended an FAA conference and learned about a new FAA grant program for energy efficient projects. Airport staff immediately followed up with FAA personnel to determine the eligibility for grant funds. In early 2017, the Airport worked with facilities and sustainability staff to submit proposed energy efficient projects to the FAA. The FAA has since requested that the airport pursue a grant in FY 2017 for an energy assessment study with the goal of identifying energy efficient projects at the airport. Once the assessment is complete, the Airport will be able to apply for grant funds in FY 2018 to the costs associated with completing specific energy efficient projects.

**Discussion**

All costs associated with the energy assessment project will be included in the FAA grant application. The airport staff, facilities staff, and sustainability staff will review the energy assessment report and proposed energy efficiency projects before submission to the FAA.

Below is a summary of the costs and funding breakdown for the proposed grant.

**FAA Energy Efficiency Grant**

|                                 |                    |               |                     |
|---------------------------------|--------------------|---------------|---------------------|
| Energy Assessment:              | \$27,600.00        | FAA:          | \$25,740.00         |
| Administration and Other Costs: | \$1,000.00         | ADA:          | \$2,860.00*         |
| <b>TOTAL:</b>                   | <b>\$28,600.00</b> | City:         | \$0.00              |
|                                 |                    | <b>TOTAL:</b> | <b>\$ 28,600.00</b> |

\*Aviation Division will come back to Council at the completion of the grant to request approval to apply for a state grant for the 10% share of the project cost.

**Attachments**

Staff Review Form  
Garver Task Order 08

## **APPENDIX A-8**

### **TASK ORDER 08 FAYETTEVILLE – DRAKE FIELD (FYV) ENERGY ASSESSMENT**

This TASK ORDER is made as of \_\_\_\_\_, 2017 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on April 21, 2015.

Under this Task Order, the CITY OF FAYETTEVILLE intends to complete the following:

Prepare an Energy Assessment for the Fayetteville – Drake Field Airport’s Terminal Building, Terminal Parking Area, and Airfield Lighting.

GARVER will provide professional services related to these improvements as described herein.

#### **SECTION 1 - SCOPE OF SERVICES**

GARVER will provide services as detailed in Exhibit A-8.

#### **SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis. This task order is contingent upon receipt of sufficient grant funds from the Federal Aviation Administration and/or the Arkansas Department of Aeronautics.

The lump sum amount to be paid under this agreement is \$27,600.

#### **SECTION 3 –EXHIBITS**

3.1 The following Exhibits are attached to and made a part of this Agreement:

3.1.1 Exhibit A-8 Scope of Services

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : \_\_\_\_\_  
Mayor, Lioneld Jordan

By:  \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_ Senior Vice President

**EXHIBIT A-8 – SCOPE OF SERVICES  
FAYETTEVILLE – DRAKE FIELD (FYV)  
ENERGY ASSESSMENT**

**1.1 General**

Generally, the scope of services includes the development of an energy assessment report for the terminal building, terminal parking, and airfield vault at Fayetteville – Drake Field Airport in accordance with the draft APP-400 Memorandum and FAA Order 5100.38D.

**1.2 Development of FAA ODO and Grant Application**

At the request of the FAA, GARVER will develop an Overall Development Objective (ODO) for the project. The ODO will include a cost breakdown, description of the assessment method, and schedule. GARVER will also assist the CITY OF FAYETTEVILLE in development of a 90-10 FAA grant application and, if necessary, an ADA grant application for 10% reimbursement.

**1.3 Review of Utility Data and Existing Equipment**

The CITY OF FAYETTEVILLE will deliver all 2014-2016 utility usage data for the facilities included in this project, associated equipment O&M manuals, and facility as-builts to GARVER for review. Utility usage data is expected to consist of both electric and gas utilities. GARVER will review the energy usage data and develop graphs for trend analysis.

The CITY OF FAYETTEVILLE will also provide information as to the wattage of existing light fixtures if not readily obtainable from the fixture as viewed from the floor or documented in facility as-builts.

**1.4 Site Assessment**

GARVER will perform a site assessment for all facilities included in the project. The site assessment will be coordinated with the CITY OF FAYETTEVILLE and will include, at a minimum, an electrical, mechanical, and airfield engineer from GARVER. GARVER will inventory the CITY OF FAYETTEVILLE's existing equipment and systems within the project limits. Equipment and systems shall include, but shall not be limited to the following:

- Terminal Building Lighting (Interior and Exterior)
- Terminal Building Windows
- Terminal Building Heating & Cooling
- Parking Lot Lighting
- Airfield Lighting, NAVAIDS (Airport-owned), and Vault Equipment

**1.5 Evaluation, Recommendations, and Energy Audit Report**

GARVER will evaluate and document the efficiency and life remaining of the equipment and systems within the project area. GARVER will develop a list of strategies, actions, improvements, or practices that will increase Airport's energy efficiency. This list will take into account performance and usability of the facility in addition to adopted ASHRAE 90.1 energy requirements for altered spaces. Projects will be organized in the following categories:

- No-cost/low-cost measures improve energy efficiency and reduce energy costs with minimal

- financial investment.
- Substantial improvements and projects. To determine feasibility, these projects shall include financial data, including return on investment (ROI).

GARVER will document the historic utility usage, inventory of existing equipment and systems, and project recommendations in an Energy Audit Report. Recommendations provided will be conceptually checked to not lower building performance or any design requirements of the space. Further analysis would be needed during the design phase.

## **1.6 Owner Review Meeting**

GARVER will attend a review meeting with the CITY OF FAYETTEVILLE to review a draft version of the Energy Audit Report. GARVER will incorporate all CITY OF FAYETTEVILLE comments prior to submission to the FAA.

## **1.7 Project Deliverables**

The following will be submitted to the CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. Two copies of the Draft Energy Audit Report to the CITY OF FAYETTEVILLE.
2. Two copies of the Final Energy Audit Report to the CITY OF FAYETTEVILLE and FAA.
3. Electronic files as requested.

## **1.8 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Review of CITY OF FAYETTEVILLE facilities other than those included under Section 1.1.
2. Review of architectural features in the terminal building and building envelope performance, other than exterior windows.
3. Review of terminal building energy efficiency with respect to power distribution (transformers, power panels, circuit routing, etc.).
4. Thermal imaging of any equipment or spaces.
5. Submittals or deliverables in addition to those listed herein.
6. Preparations of plans, specifications, or bid documents for any recommended projects.
7. Preparation of any documentation for improvements to historic sites.

Extra Work will be as directed by the CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by the CITY OF FAYETTEVILLE and GARVER.

## **1.9 Schedule**

GARVER shall begin work immediately upon receipt of the executed task order and shall complete the work within a mutually agreeable schedule.

|                    |                             |                          |
|--------------------|-----------------------------|--------------------------|
| <b>Budget Year</b> | <b>Division</b>             | <b>Adjustment Number</b> |
| 2017               | AIRPORT SERVICES (760)      |                          |
|                    | <b>/Org2</b>                |                          |
|                    | <b>Requestor:</b> Dee McCoy |                          |

Increase Professional Services Budget for the Airport Energy Assessment. Funds will be returned to fund balance upon receiving state grant funds.

|                      |                          |            |
|----------------------|--------------------------|------------|
|                      | COUNCIL DATE:            | 10/17/2017 |
|                      | LEGISTAR FILE ID#:       | 2017-0575  |
|                      | <i>Barbara Fell</i>      |            |
|                      | <i>10/4/2017 2:15 PM</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: 2017-0535

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** A. 10

### **WATER & SEWER OUTBUILDINGS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

### **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 \$5,968.00 to allow for construction materials testing and special inspections for the Water & Sewer Outbuildings Construction.



City of Fayetteville Staff Review Form

2017-0535

Legistar File ID

10/17/2017

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

Tim Nyander

9/21/2017

Utilities Director /  
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

Budget Impact:

5400.720.1840-5801.00

Water/Sewer

Account Number

Fund

15020.1

Water/Sewer Building & Office Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 408,117.00

Funds Obligated \$ 408,117.00

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 5,967.50

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,968.00

Remaining Budget \$ 0.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff

**FROM:** Tim Nyander, Utilities Director

**DATE:** September 20, 2017

**SUBJECT:** **Approval of a Budget Adjustment for Construction Materials Testing and Special Inspections for the Water & Sewer Outbuildings Construction**

---

**RECOMMENDATION:**

Staff recommends approval of a budget adjustment in the amount of \$5,968.00 for McClelland Consulting Engineers, Inc. to perform construction materials testing and special inspections for the Water & Sewer outbuildings construction.

**BACKGROUND:**

Upon City Council approval on October 3, 2017, Benchmark Construction of NWA, Inc. will be awarded Bid #17-39, Water & Sewer Outbuildings Construction in the amount of \$366,000.00.

**DISCUSSION:**

McClelland Consulting Engineers, Inc. has submitted a proposal for the construction materials testing and special inspections for the Water & Sewer Outbuildings Construction in the amount of \$5,425.00. It is required that the building code special inspections be performed by a third party, and not by the owner or contractor.

A budget adjustment is requested in the amount of \$5,968.00 to cover the costs of the construction materials testing and special inspections in the amount of \$5,425.00, plus a contingency of \$542.50.

**BUDGET/STAFF IMPACT:**

Funds are available in the cost savings from the Regional Park, which will be moved into the Water & Sewer Building & Office Improvements project.

**Attachments:**

Proposal from McClelland Consulting Engineers, Inc.  
Budget Adjustment

August 28, 2017

City of Fayetteville  
Engineering Division  
125 W. Mountain Street  
Fayetteville, Arkansas 72701

ATTN: Mr. Jim Beavers, P.E.

RE: Construction Materials Testing and Special Inspections Proposal  
Water Sewer Outbuilding Improvements  
Fayetteville, Arkansas

Dear Mr. Beavers,

We are pleased to present our proposal for the construction materials testing and special inspections relevant to the planned Water Sewer Outbuilding Improvements project in Fayetteville, Arkansas. The following information is presented for your consideration and is aimed at assisting in the formation of your construction budget.

- **Proof-Roll/Subgrade Observation:** Subtotal = \$900.00
- **Soil and Base Density Testing:** Subtotal = \$900.00
- **Reinforcing Bar Observation/Bearing Capacity:** Subtotal = \$1,400.00
- **Cast-in-Place Concrete Testing:** Subtotal = \$1,225.00
- **Concrete Cylinder Pick-up:** Subtotal = \$200.00
- **Structural Steel and Welding Inspection:** Subtotal = \$800.00

Based on the assumptions detailed in the forgoing proposal, we can provide construction materials testing and special inspections on this project for a Not-to-Exceed Without Approval fee of **\$5,425.00**.

McClelland Consulting Engineers, Inc. is hereby authorized to proceed in accordance with the foregoing proposal.

---

Name

Title

Date

The information on the following pages provides further detail regarding the anticipated testing scope on the project which includes number of trips for each service, time spent onsite for each service, and other assumptions which were integral in arriving at the estimated fee amount.

Based on the provided current construction plans and our general understanding of the project, the project scope is to consist of new construction of a material storage building with an approximate footprint of 1,600 square feet and an additional vehicle storage building with an approximate footprint of 500 square feet. The new material storage building and vehicle storage building addition are to be supported on shallow spread and continuous foundations. The construction of each building will consist of cast-in-place concrete slab-on-grade with wood and lightweight steel framing.

Based on our understanding of the project and the provided information, testing is anticipated to consist of proof-roll observations, foundation bearing capacity observations, soil and base density testing, cast-in-place concrete testing, and reinforcing bar observations.

To better your understanding of our associated fees, we presented an estimated per-trip price for the services we anticipate providing on this project. The provided per-trip prices assume the following factors:

- ❖ A geotechnical engineer or engineering technician spending one (1) hour onsite for proof-roll observation of the building areas
- ❖ A certified technician spending thirty (30) minutes onsite for each soil and/or base density testing trip.
  - Three (3) density tests being conducted each trip
- ❖ A geotechnical engineer or engineering technician spending one (1) hour onsite for each trip relevant to reinforcing bar observations/bearing capacity observation
- ❖ A certified technician spending one (1) hour onsite for each cast-in-place concrete testing trip
  - One (1) set of five (5) 4" x 8" cylinders being sampled each trip
  - Additional cylinders and onsite technician time may be required for large monolithic concrete placements exceeding 50 yd<sup>3</sup>

We have also assumed that the project duration will be approximately three (3) months for each building location. From the assumptions and project details referenced above, we estimated the following per-trip prices and subtotals for each service anticipated being required:

**Proof-Roll Observation:**

**\$225.00 per trip**

- ❖ Material Storage Building Pad – 2 trips
- ❖ Vehicle Storage Building Pad – 2 trips

▪ **Subtotal: \$900.00**

**Soil and Base Density Testing:**

**\$150.00 per trip**

- ❖ Material Storage Building Pad Select Fill Material – 3 trips
- ❖ Vehicle Storage Building Pad Select Fill Material – 3 trips

▪ **Subtotal: \$900.00**

**Cast-in-Place Concrete Testing:**

**\$175.00 per trip**

- ❖ Material Storage Building Slab-on-Grade – 1 trip
- ❖ Vehicle Storage Building Slab-on-Grade – 1 trip
- ❖ Material Storage Building Continuous and Spread Foundations – 2 trips
- ❖ Vehicle Storage Building Continuous and Spread Foundations – 2 trips
- ❖ Stem Walls Relevant to Material Storage Building – 1 trip

▪ **Subtotal: \$1,225.00**

**Concrete Cylinder Pick-up:**

**\$50.00 per trip**

- ❖ A charge for concrete cylinder pick-up will only be applied in the event that it is the sole reason for the site visit on days where no other testing is scheduled. We have assumed that this will be required for approximately one-half of the total concrete placements.

▪ **Subtotal: \$200.00**

**Reinforcing Bar Observation/Bearing Capacity:**

**\$200.00 per trip**

- ❖ Material Storage Building Slab-on-Grade – 1 trip
- ❖ Vehicle Storage Building Slab-on-Grade – 1 trip
- ❖ Material Storage Building Continuous and Spread Foundations – 2 trips
- ❖ Vehicle Storage Building Continuous and Spread Foundations – 2 trips
- ❖ Stem Walls Relevant to Material Storage Building – 1 trip

• **Subtotal \$1,400.00**

**Structural Steel and Welding Inspection:**

- ❖ We have assumed that various periodic site visits will be necessary for inspection of structural steel connections relevant to the building addition. The referenced project documents require special inspections per IBC Chapter 17 and relevant AWS standards. Periodic inspections will be required for typical bolted and welded framing and structural building connections.

- **Subtotal: \$800.00**

Our estimated number of trips for each testing service is based on our review of the provided project documents and from experience on projects in the area with similar scope and size. Our fees are directly related to the amount of trips made for each service and time spent onsite. If the project scope varies after submittal of this document and prior to construction, please allow for the review/revision of this document.

We appreciate the opportunity to submit this proposal for construction materials testing relevant to the Water Sewer Outbuilding Improvements Project in Fayetteville, Arkansas. Please contact us with any questions or concerns that you might have regarding the information contained in this proposal.

Sincerely,

Steven J. Head, PE  
Geotechnical Engineer

  
Sam Mahaffey  
Construction Materials Testing Supervisor

|                    |                                  |                          |
|--------------------|----------------------------------|--------------------------|
| <b>Budget Year</b> | <b>Division</b>                  | <b>Adjustment Number</b> |
| 2017               | WATER SEWER (720)                |                          |
|                    | <b>/Org2</b>                     |                          |
|                    | <b>Requestor:</b> Cheryl Partain |                          |

A BA is needed within the Water/Sewer Building & Office Improvements project for the construction of the Water/Sewer Outbuildings. The outbuilding project is for the construction of a materials storage building and a truck garage expansion. The funds needed is to allow construction materials testing and special inspections. Decease in the Regional Park Waterlines Project is utilizing the cost savings from that project.

v.20170707

1 of 1



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0553

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** Administration

**File Type:** Resolution

**Agenda Number:** A. 11

### **OZARKS ELECTRIC UTILITY EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF AN ELECTRICAL DISTRIBUTION LINE EASEMENT TO OZARKS ELECTRIC COOPERATIVE CORPORATION ACROSS A PORTION OF BRYCE DAVIS PARK TO SUPPLY ELECTRICITY FOR LIGHTS AT IAMS DOG PARK

**WHEREAS**, the City intends to use parkland dedication funds to pay for the costs of installing electrical service and lights at Iams Dog Park which has not had lights since it opened in 2010; and

**WHEREAS**, Ozarks Electric Cooperative Corporation requires easements across property owned by The Links at Fayetteville, a Limited Partnership and the City of Fayetteville in order to install and maintain the electrical lines to Iams Dog Park; and

**WHEREAS**, granting the easement to allow for the installation of lights will enhance the experience and safety of residents using the park.

**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 electrical distribution line easement attached to this Resolution in favor of Ozarks Electrical Cooperative Corporation for the purpose of granting access across a portion of Bryce Davis Park to supply electricity for lights at Iams Dog Park.



City of Fayetteville Staff Review Form

2017-0553

Legistar File ID

10/17/2017

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

Byron Humphry

9/25/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A City Council resolution to approve a Utility Easement to Ozarks Electric to supply electrical service to Iams Dog Park at Bryce Davis Park.

Budget Impact:

2250.520.9256-5315.00

Parks Development

Account Number

Fund

02013.802

Bryce Davis Expansion

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 206,617.00

Funds Obligated \$ 17,805.00

Current Balance \$ 188,812.00

Does item have a cost? Yes

Item Cost \$ 29,295.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 159,517.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The only cost for this easement request will be the court house filing fee. The lights have been ordered which is the encumbant amount of \$17,805. Total cost of the Iams Dog Park lighting project is projected at \$47,100.



**MEETING OF OCTOBER 17, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director

**FROM:** Byron Humphry, Parks Maintenance Superintendent

**DATE:** September 25, 2017

**SUBJECT:** Ozarks Electric Utility Easement for Iams Dog Park at Bryce Davis Park

---

**RECOMMENDATION:**

A City Council resolution to approve a utility easement for Ozarks Electric to supply electricity for lights at the dog park, trail, and vicinity.

**BACKGROUND:**

Iams Dog Park opened at Bryce Davis Park in October, 2010. The facility was made possible by a donation from Iams. Additionally, the pavilion at the dog park was donated by Ozarks Natural Foods.

**DISCUSSION:**

Iams Dog Park is the City's only true dog park that provides a fenced area for dogs to run off-leash. The park is heavily used and a frequent request from citizens has been to provide lighting at the park to allow pet owners to bring their dogs after dark. This is especially needed during winter months, when the days are shorter. To accommodate lights at Iams Dog Park, a new electrical service is needed to adequately supply electrical power. Ozarks Electric has service at the Links Golf Course. A utility easement is necessary to cross the Links as well as to enter part of the park property where a transformer will be placed near the dog park. Parks staff is in the process of acquiring the necessary signatures from Lyndsey for the Links easement with Ozarks Electric. This request is for the Mayor's signature for the easement on Parks property to allow Ozarks Electric to install service into the park property to the dog park. City Land Agents prepared the easements. Project will be completed in November.

**BUDGET/STAFF IMPACT:**

The budget impact of the easements will be court filing fees. New electrical service and boring by Ozarks Electric across the Links will cost an estimated \$7,100. Additional expenses for lights and installation will cost an estimated \$40,000. This project is funded by parkland dedication NW park district funds.

**Attachments:**

Ozarks Utility Easement, Site Map

## ELECTRICAL DISTRIBUTION LINE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, 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, does hereby GRANT, SELL and CONVEY unto **Ozarks Electric Cooperative Corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to place, construct, operate, repair, maintain, relocate, or replace an electrical distribution line on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc. 2008-002542)

A part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ) of Fractional Section Six (6) and a part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ) of Fractional Section Seven (7), all in Township Sixteen North (Twp. 16 N), Range Thirty West (Rng. 30 W.), Washington County, Arkansas, more particularly described as follows: Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ) of Fractional Section Six (6), Township Sixteen North (Twp. 16 N), Range Thirty West (Rng. 30 W.), Washington County, Arkansas; thence S87°26'04"E 733.32 feet along the north of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the northwest corner of Walnut View Estates, Phase II; thence S02°32'50"W 536.01 feet along the west line of said Walnut View Estates, Phase ii and the west line of Walnut View Estates, Phase I, to the Point of Beginning and run thence S02°32'50"W 780.72 feet along the west line of said Walnut View Estates, Phase I, and the west line of Walnut Grove Addition, Phase I; thence S02°50'52"W 777.04 feet along the west line of said Walnut Grove Addition, Phase I and the City of Fayetteville property as described in Bok 1301 at page 522 of the records of the Circuit Clerk and ex-officio recorder of Washington County, Arkansas; thence N87°38'20"W 397.41 feet; thence N15°08'54"W 120.00 feet; thence N34°23'53"W 266.34 feet; thence N89°56'52"W 50.00 feet; thence M00°03'08"E 47.01 feet; thence N17°51'08"E 640.00 feet; thence N44°51'08"E 180.00 feet; thence N02°08'52"W 313.15 feet to the beginning of a non-tangent curve; thence 84.98 feet along a non-tangent curve to the left said curve having a radius of 180.00 feet and a long chord of N73°25'25"E 84.20 feet; thence N59°53'53"E 145.02 feet; thence 68.63 feet along a curve to the right said curve having a radius of 120.00 feet and a long chord of N76°16'56"E 67.69 feet; thence S87°20'00"E 118.95 feet to the Point of Beginning, containing approximately 738,496 sq. ft. or 16.95 acres, more or less. Subject to any easements and/or rights-of-way of record or fact.

PERMANENT EASEMENT DESCRIPTION:

A 20-foot easement for underground electrical lines being 10 feet either side of a centerline as shown on the attached aerial exhibit and running 305 linear feet, 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned, or vacated and so long as such electrical power line(s) are maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth. Grantee shall further have the right to cut, trim and control, within said easement, the growth of trees and other vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system. The undersigned Grantor hereby covenants that it is lawfully seized of said lands and will forever warrant and defend the title to said lands against all legal claims whatsoever.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all lines and/or cables, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that above ground appurtenances will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional electrical power lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FAYETTEVILLE, ARKANSAS**  
**A Municipal Corporation**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

[SEAL]

---

---

**ACKNOWLEDGMENT**

STATE OF ARKANSAS                     )  
                                                      )  
COUNTY OF WASHINGTON            )       ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public



GREENS AT  
FAYETTEVILLE  
765-24079-003

pt is 14 ft west and 5 ft south of property boundary  
and 15 ft from corner

117 ft from pt to corner

123 ft pt to pt

Red line is Center Line of 20ft Easement

CITY OF  
FAYETTEVILLE  
765-13724-016

92 ft from pt to corner

247 ft pt to pt

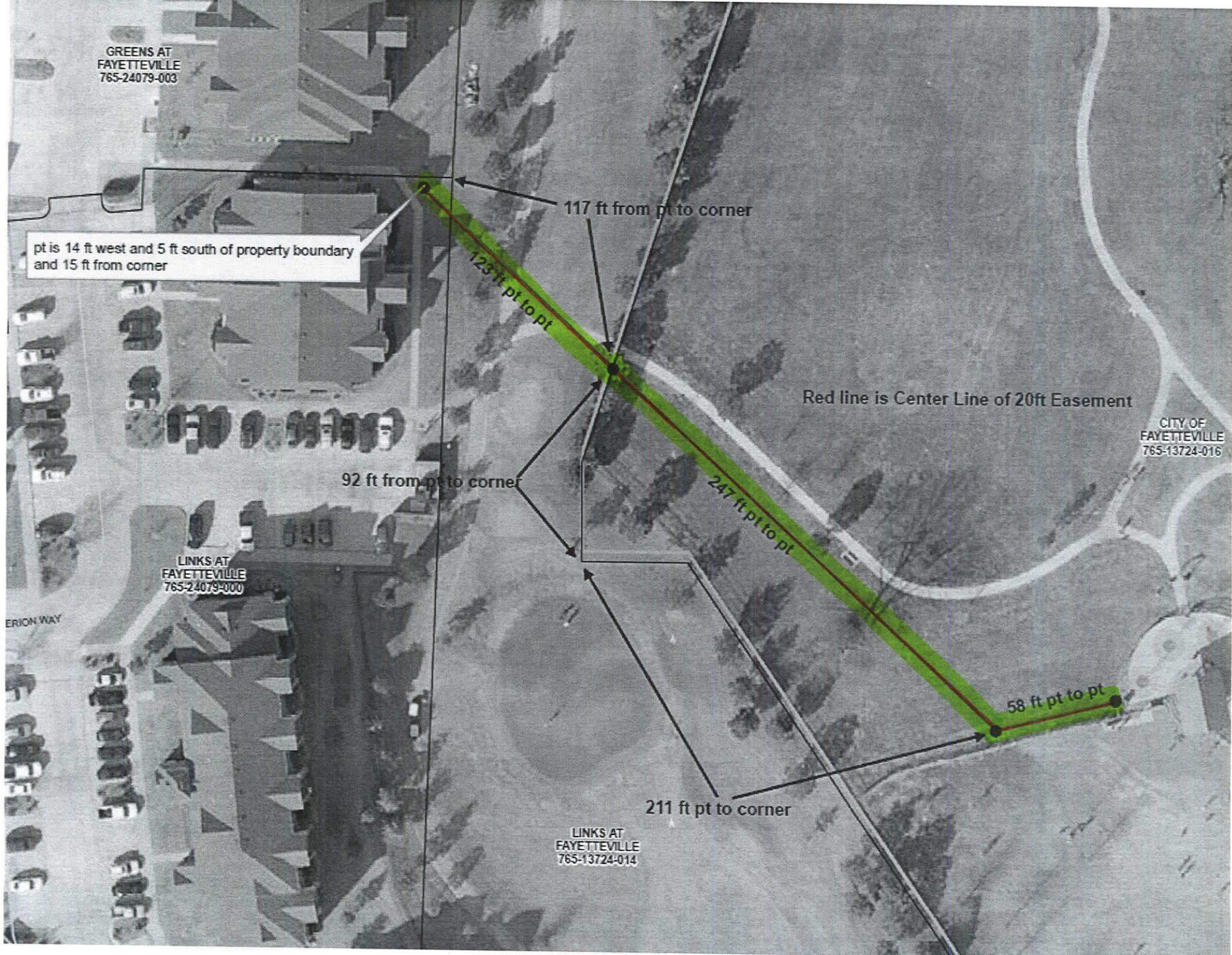
LINKS AT  
FAYETTEVILLE  
765-24079-000

ERION WAY

58 ft pt to pt

211 ft pt to corner

LINKS AT  
FAYETTEVILLE  
765-13724-014







# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0483

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Tabled

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** B. 1

### **APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

**WHEREAS**, the Fayetteville Planning Commission approved LSD 17-5775 for Morgan Manor Apartments on August 14, 2017; and

**WHEREAS**, City Council Member Sarah Marsh timely appealed this approval by her letter to City Clerk Sondra Smith on August 28, 2017.

**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 Large Scale Development 17-5775 sought by the Fayetteville Housing Authority for Morgan Manor Apartments is denied as in violation of § 166.02 (C)(2)(a) of the Unified Development Code as explained by the City Council in its meeting.

August 28, 2017  
City Clerk Sondra Smith  
City Administration Building  
113 W. Mountain St.  
Fayetteville, AR 72701

Re: Appeal of the approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563).

Dear Sondra:

I appeal the Planning Commission's approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). I am appealing because this development might be in violation of § 166.02 (C)(2)(a).

I am making this appeal at the request of citizen, Melissa Terry, 701 S Wood Ave, Fayetteville, AR 72701.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sarah Marsh', with a long horizontal flourish extending to the right.

**Sarah Marsh**, bARCH, LEED AP BD+C  
City Council Member, Ward 1, Position 2  
City of Fayetteville, Arkansas



OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
*City Attorney*

Blake Pennington  
*Assistant City Attorney*

Rhonda Lynch  
*Paralegal*

TO: **Mayor Jordan**  
**City Council**

CC: **Don Marr**, Chief of Staff  
**Andrew Garner**, Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 29, 2017**

RE: **City Council Member Appeal of Planning Commission's Approval  
of Morgan Manor Large Scale Development**

On August 14, 2017, after substantial public comment in this and previous meetings, the Planning Commission approved the Large Scale Development proposed by the Fayetteville Housing Authority relating to Morgan Manor. City Council Member Sarah Marsh appealed this decision on behalf of Fayetteville resident Melissa Terry on August 28, 2017.

When a Large Scale Development is appealed to the City Council, the City Council Members are in the exact position as Planning Commissioners. The decision to grant or deny a Large Scale Development is an administrative decision. It is not a legislative decision in which City Council Members have some discretion and will be accorded deference by the Courts. Rather the City Council (like the Planning Commission) can only determine whether the Large Scale Development meets the minimum standards imposed by the Unified Development Code. I must give you the identical legal advice I provided to the Planning Commission in my August 4, 2017 memo:





OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
City Attorney

Blake Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

TO: **Mayor Jordan**  
**City Council**  
**Planning Commission**

CC: **Don Marr**, Chief of Staff  
**Paul Becker**, Chief Financial Officer  
**Andrew Garner**, City Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 4, 2017**

RE: **Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

**"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards."** Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Little Rock Field Office, Region VI  
Office of the Field Office Director  
425 West Capitol Avenue, Suite 1000  
Little Rock, AR 72201  
Phone (501) 918-5700 - Fax (501) 324-6142  
[www.hud.gov](http://www.hud.gov) [espanol.hud.gov](http://espanol.hud.gov)

August 1, 2017

Mr. Kit Williams, Attorney  
City of Fayetteville  
113 W. Mountain St., Suite 302  
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt  
Field Office Director

| Correspondence<br>Code 6FMA | Originator                                                                          | Concurrence                                                                         | Concurrence | Concurrence |
|-----------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------|-------------|
| Name                        |  |  |             |             |
| Date                        | 8/1/17                                                                              | 8/1/17                                                                              | 8/1/17      |             |
| Yellow cc                   | Yellow                                                                              | White                                                                               | Blue        | Green       |

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake F. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov

July 3, 2017



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

Ms. Lavern Collier  
Office of Public Housing  
U.S. Department of Housing and Urban Development  
425 West Capitol Avenue, Suite 900  
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in dark ink, appearing to read 'Kit Williams', is written over a horizontal line.

**KIT WILLIAMS**

Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES  
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
  - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
  - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
  - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
  - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
  - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
  - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
  - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



## CITY COUNCIL AGENDA MEMO

**MEETING OF SEPTEMBER 19, 2017**

**TO:** Mayor, Fayetteville City Council

**THRU:** Andrew Garner, City Planning Director

**FROM:** Harry Davis, Planner

**DATE:** August 31, 2017

**SUBJECT:** **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

---

**RECOMMENDATION:**

The Planning Commission approved this proposed development as recommended by staff at the August 14<sup>th</sup>, 2017 Planning Commission meeting. Sarah Marsh has appealed this decision to City Council on behalf of a citizen.

**BACKGROUND:**

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12<sup>th</sup> and 13<sup>th</sup> Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General.

*Proposal:* The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13<sup>th</sup> and 12<sup>th</sup> streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

*Public Comments:* There has been a large volume of comment both for and against the proposed development. Public comment presented during the public meetings may be found in the meeting minutes (see Planning Commission minutes), with written comments attached to the Planning Commission staff report.

**DISCUSSION:**

At the June 12<sup>th</sup>, 2017 Planning Commission, discussion centered around the low-income status of the existing neighborhood and proposed new residents, traffic and pedestrian safety, and residential design standards. After a significant amount of public comment and discussion by the Planning Commission, the project was tabled by a vote of 7-0-0. The project was then tabled three more times in order to allow the City Attorney's office time to ensure the project did not violate



United States Department of Housing and Urban Development (HUD) regulations. The City Attorney confirmed that the project did not violate HUD regulations (see attached memo in the Planning Commission staff report). At the August 14<sup>th</sup>, 2017 Planning Commission, discussion centered on design standards and street improvements with the project ultimately receiving approval by a vote of 5-2-2 (Commissioners Hoffman and Quinlan voted 'no'; Commissioners Belden and Niederman abstained). The project was approved with the following conditions:

**Conditions of Approval:**

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*
2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*
3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*
4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.
8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
  - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
  - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

**Standard conditions of approval:**

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.
20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
  - d. Project Disk with all final revisions

- e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.

Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

**BUDGET/STAFF IMPACT:**

N/A

**Attachments:**

- Application
- Planning Commission minutes for:
  - o June 12<sup>th</sup>, 2017
  - o June 26<sup>th</sup>, 2017
  - o July 10<sup>th</sup>, 2017
  - o July 24<sup>th</sup>, 2017
  - o August 14<sup>th</sup>, 2017
- Planning Commission Staff Report

# CITY OF FAYETTEVILLE, ARKANSAS

## LARGE SCALE DEVELOPMENT

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                            |                  |                        |                                   |                          |                               |                 |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|------------------|------------------------|-----------------------------------|--------------------------|-------------------------------|-----------------|
| <b>FOR STAFF USE ONLY</b><br><br>Date Application Submitted:<br>Date Accepted as Complete:<br>Project Number:<br>Public Hearing Date: | <table style="width: 100%;"> <tr> <td style="text-align: right;"><b>LSD FEE:</b></td> <td><b>\$200.00 - \$800.00</b></td> </tr> <tr> <td style="text-align: right;"><b>Sign FEE:</b></td> <td><b>\$5.00 per sign</b></td> </tr> <tr> <td style="text-align: right;"><b>Tech Plat Resubmittal FEE:</b></td> <td><b>\$200/resubmittal</b></td> </tr> <tr> <td style="text-align: right;"><b>Tree Preservation FEE:</b></td> <td><b>\$120.00</b></td> </tr> </table><br>S-T-R:<br>PP#:<br>Zone: | <b>LSD FEE:</b> | <b>\$200.00 - \$800.00</b> | <b>Sign FEE:</b> | <b>\$5.00 per sign</b> | <b>Tech Plat Resubmittal FEE:</b> | <b>\$200/resubmittal</b> | <b>Tree Preservation FEE:</b> | <b>\$120.00</b> |
| <b>LSD FEE:</b>                                                                                                                       | <b>\$200.00 - \$800.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                            |                  |                        |                                   |                          |                               |                 |
| <b>Sign FEE:</b>                                                                                                                      | <b>\$5.00 per sign</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                            |                  |                        |                                   |                          |                               |                 |
| <b>Tech Plat Resubmittal FEE:</b>                                                                                                     | <b>\$200/resubmittal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                            |                  |                        |                                   |                          |                               |                 |
| <b>Tree Preservation FEE:</b>                                                                                                         | <b>\$120.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                            |                  |                        |                                   |                          |                               |                 |

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: Fayetteville Housing Authority

E-mail: fhousing@fayettevillehousingauthority.org

Address: #1 North School Ave  
Fayetteville, AR 72701

Phone: (479) 521-3850

Fax: (479) 442-6771

#### **Representative (engineer, surveyor, realtor, etc.):**

Name: Blew & Associates, PA

E-mail: engineers@blewinc.com

Address: 108 Crossover Ave, Ste B  
Lowell, AR 72745

Phone: (479) 443-4506

Fax: (479) 582-1883

Site Address / Location: 324 East 12th Place

Current Zoning District: DG - Downtown General

Date of Preliminary Plat: 1981-09-16

Assessor's Parcel Number(s) for property: 765-15141-000

Total Acreage: 9.62 ac Number of Lots: N/A Number of Dwelling Units: 35 Ex./58 Prop.

### **FINANCIAL INTERESTS**

The following entities and / or people have financial interest in this project:

Fayetteville Housing Authority

**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 approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Jacob Rennick Date: 3/25/17

Signature: [Signature]

**PROPERTY OWNER(S) / AUTHORIZED AGENT:** I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on her/his behalf.)

Name (printed): Deniece Smiley Address: #1 N. School Avenue, Fayetteville, AR 72701

Signature: [Signature]

Date: 3-27-2017 Phone: (479) 521-3850

Name (printed): \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**LSD Checklist:**

*Attach the following items to this application:*

|                                                                        |                                              |  |              |
|------------------------------------------------------------------------|----------------------------------------------|--|--------------|
| (1) Payment in full of applicable fees for processing the application: |                                              |  |              |
| <b>LSD</b>                                                             |                                              |  |              |
| <b>Non-Residential</b>                                                 | Non-residential (5000 square feet or less)   |  | \$400.00     |
|                                                                        | Non-residential (More than 5000 square feet) |  | \$800.00     |
| <b>Residential</b>                                                     | Residential (10 residential units or less)   |  | \$200.00     |
|                                                                        | Residential (25 residential units or less)   |  | \$400.00     |
|                                                                        | Residential (More than 25 residential units) |  | \$800.00     |
| <b>Technical Plat Resubmittal (tabled items only)</b>                  |                                              |  | \$200.00 per |
| <b>Tree Preservation</b>                                               |                                              |  | \$120.00     |
| <b>Public Notification Sign Fee (per sign)</b>                         |                                              |  | \$5.00       |

- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal. Variances from requirements of the Unified Development Code will be reviewed and processed in accordance with the procedures set forth therein. Please indicate in the letter to staff if any variances are sought and if so, justification for the request. Most variances require a Planning Commission decision.
- (3) 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](http://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.
- (4) A copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements (residential projects only).



**Planning Commission Meeting**

June 12, 2017

5:30 PM

113 W. Mountain, Room 219

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Call to Order:** 5:30 PM, Matthew Hoffman

**In Attendance:**

**Members:** Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden

**Absent:** Ron Autry, and Matt Johnson

**City Staff:** Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely, Engineer; John Scott, Urban Forester; Lee Porter, Urban Forester.

**City Attorney:** Blake Pennington, Asst. Attorney

**Consent Agenda:**

1. Approval of the minutes from the May 22, 2017 meeting.

2. **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):** Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

**Motion:**

**Commissioner Scroggin** made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-0.** **Commissioner Quinlan was not present.**

**9. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

**Harry Davis, Planner:** Read the staff report.

**Blake Pennington, Assistant City Attorney:** Asks **Hoffman** if they can speak before public comment.

**Matthew Hoffman, Commission Acting-Chair:** Answers after the applicant.

**Jorge Du Quesne, Engineer:** Explains what is included with this project, why they are proposing the project, and what they have done to include public comment and staff or commission concerns from Subdivision Committee.

**Pennington:** Goes into detail as to what the Planning Commission can and cannot review or take into account with a proposed development per state law and court precedent.

**Public Comment:**

**Whitney Carr, Citizen:** Gives detail about the property and their concern over a congested site with more people moving down to Morgan Manor and incompatibility between low-rise and higher-rise buildings. The concern also includes putting more low-income people in a concentrated area in moving people from Willow Heights to Morgan Manor, including some issues with public notification.

**Lee Wolfe, Citizen:** Produces concerns over increased traffic and includes information about how current and nearby residents are not in support of the proposed development.

**John Coleman, Citizen:** Begins with stating that there is an issue with not being able to consider the social impact of this development before the Planning Commission. In concentrating lower-income people in once place, there are huge issues with this method of housing with impacts on quality of life.

**Shaundra Hinton, Citizen:** Explains that there were some issues with getting input from the neighborhood, where there was no way for people to get involved before it came before the city for development entitlement, where it is undoubtedly going to be approved. They hope there is some way that the Commission will be able to listen to the concerns of residents in the area.

**Allison Williams, Citizen:** Gives detailed information about the quality of life in concentrated areas of low-income people and families. They also include information about how the development of this project did not adequately include and address concerns of nearby citizens.

**Renee Dawes:** Provides information about the people that live in Morgan Manor and the area. They state that the Fayetteville Housing Authority is setting a double standard in terms of what they provide to the residents of Fayetteville and housing projects. They ask the Commission if they could buy time for more public input.

**Bill Reagan, Citizen:** States that the Fayetteville Housing Authority should have done a better job in finding a solution.

**Margaret Cartwell, Citizen:** Finds the plan to be disturbing in terms of concentrating poverty in one place within South Fayetteville.

**Melissa Terry, Citizen:** States they were concerned with the lack of public input included in the plan by the Fayetteville Housing Authority. They pose that the issue of affordable housing discrimination throughout Fayetteville is included in how this plan concentrates low-income people into one place. Data was not presented to the public about fixing Willow Heights instead of selling the land. The plan for Morgan Manor is in direct association to evicted residents from Willow Heights, so this should be included with this discussion. Terry then gives information on their data collection and the results of this data, which is that none of the current residents want to move or lose access to their current resources.

**Andrew Meineke, Citizen:** Believes that poverty is not a lack of resources, but a lack of personal dignity. There is an issue with giving people carpet and saying that they are providing a resource.

**Mike Henry, Chairman of Fayetteville Housing Authority (FHA):** Explains in detail the multi-year long process in why Willow Heights is unable to be salvaged and the process moving from Willow Heights to Morgan Manor, including the public process the FHA went through. They ask that the Commission approve this project.

**Ericka Wolfheit, Citizen:** Asks that the Commission not approve this development, based on the area being a food desert. The neighborhood is not ready for this development.

**No more public comment was presented.**

**Hoffman:** Asks Pennington what possible outcomes may result as a consequence of not approving this development.

**Pennington:** Explains possible outcomes.

**Hoffman:** States that this plan has issues attributed to concentrating poverty in one area.

**Allison Quinlan, Commissioner and Pennington** engage in questions about determining governmental status of Fayetteville Housing Authority.

**Quinlan and Henry** engage in discussion around determining extent and process of the FHA.



**Pennington:** States that the FHA is closer to being a State agency.

**Quinlan:** Asks if no other body gives oversight to the FHA.

**Pennington:** Answers yes.

**Leslie Belden, Commissioner:** States that their education included identifying the same issues that had befallen projects like Pruitt-Igoe in St. Louis. Although the FHA has limited resources, Fayetteville should do better for the people of Willow Heights and Morgan Manor.

**Tom Brown, Commissioner:** Echoes some of the same comments from Belden. They state there must be a better way and to give these public comments to a board with authority to change things. The FHA should come up with a more sensitive plan.

**Quinlan:** Asks Pennington if any more information has been found.

**Pennington:** Gives more information that the FHA is like a smaller City Council.

**Quinlan:** Poses to the FHA that there should be more thought put into a solution and there are resources in Fayetteville that can help. Quinlan gives some historical information about Pruitt-Igoe for the room and public and the benefits of mixed-income neighborhoods. They ask for a tabling of the project.

**Pennington:** Explains again that the Commission must table or deny a project in order to fix development concerns, and that for any other reason would be improper for the Commission.

**Belden:** Asks Pennington to state the reasons again.

**Pennington:** States the reasons.

**Zara Neiderman, Commissioner:** States they would be in favor of tabling the project. They do acknowledge that more development in Walker Park is a real eventuality, but the concentration of people in poverty is a huge issue for the development. Neiderman slides into talking about the general area and connecting it to the development, where more resources could be integrated into the proposal.

**Brown:** Asks staff some questions about the project and its relation to nearby properties.

**Davis:** Answers.

**Pennington:** States that compatibility cannot be included in a large scale development.

**Hoffman:** Dives into the architectural design of the large buildings and how there are better typologies. Asks staff about the determination in how these meet code.

**Davis:** Answers and then refers to the architect.

**Bill Weedhower, Architect:** Answers.

**Hoffman:** Asks staff about parking for this development.

**Weedhower:** Answers.

**Hoffman:** States concerns about pedestrian activity as a result of this development and the lack of nearby resources, activities, and more. There are some issues the must be ironed out and they would like to table the project. Asks Pennington what the issue might be in tabling the project versus denying the project.

**Pennington:** Answers that tabling the project would be denying the applicant a way to appeal.

**Hoffman:** Believes that the City Council should look at this project and get more comment on the issues. Asks the applicant if they would be ok with tabling the project.

**Du Quesne:** Answers yes.

**Belden:** Asks Pennington about outcomes for this project.

**Pennington:** Answers.

**Quinlan:** Asks if dangerous pedestrian situations count as dangerous traffic situations.

**Pennington:** answers that the Planning Director would be better able to address that question.

**Quinlan:** States that there is no way that someone could walk to Downtown on sidewalks and that the safety issues between the project and Downtown or other places is a reason to consider dangerous traffic situations. Asks Pennington if that is a suitable cause to table.

**Pennington:** Defers to the Planning Director.

**Niederman:** Would rather this go to City Council.

**Motion:**

**Commissioner Quinlan** made a motion to **table LSD 17-5775**. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**



**Planning Commission Meeting**

June 26, 2017

5:30 PM

113 W. Mountain, Room 219

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Call to Order:** 5:30 PM, Ron Autry

**In Attendance:**

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Absent:** Zara Niederman

**City Staff:** Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely.

**City Attorney:** Kit Williams

**Consent Agenda:**

1. Approval of the minutes from the June 12, 2017 meeting.

**2. VAR 17-5849: Variance (1679 & 1673 S. COOPERS COVE/LOTS 31 & 32 CRESCENT LAKE SD, 607):** Submitted by BATES & ASSOCIATES, INC. for properties located at 1679 & 1673 S. COOPERS COVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.63 acres. The request is for a variance to the Streamside Protection Ordinance.

**Motion:**

**Commissioner Belden** made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

**Old Business:**

**3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

**No staff report or public comment were presented.**

**Motion:**

**Commissioner Johnson** made a motion to **table LSD 17-5775** until next Planning Commission meeting. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



**Planning Commission Meeting**

July 10, 2017

5:30 PM

113 W. Mountain, Room 219

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Call to Order:** 5:30 PM, Ron Autry

**In Attendance:**

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden. (Matt Johnson arrived after the consent agenda.)

**Absent:** Zara Niederman

**City Staff:** Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; and Corey Granderson, Engineering.

**City Attorney:** Kit Williams

**Consent Agenda:**

1. Approval of the minutes from the June 26, 2017 meeting.

2. **VAC 17-5867: Vacation (NORTH OF 858 N. JACKSON DR./PURYEAR, 447):** Submitted by LAMB DEVELOPMENT, INC. for property NORTH OF 858 N. JACKSON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate a portion of a water and sewer easement.

**Motion:**

**Commissioner Belden** made a motion to **approve the consent agenda**. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**

**4. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

**No staff report or public comment was provided.**

**Kit Williams, City Attorney:** Provided an update of the meeting details with the Fayetteville Housing Authority, what was said during the meeting, and the outcome that **Williams** is seeking an answer from the Housing and Urban Development office in Little Rock.

**Motion:**

**Commissioner Brown** made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



**Planning Commission Meeting**

July 24, 2017

5:30 PM

113 W. Mountain, Room 219

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Call to Order:** 5:30 PM, Ron Autry

**In Attendance:**

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Absent:** None.

**City Staff:** Andrew Garner, Planning Director; Quin Thompson, Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Jeremy Ashley, Fire Department.

**City Attorney:** Blake Pennington

**Consent Agenda:**

1. Approval of the minutes from the July 10, 2017 meeting.

**2. VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295):** Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

**Motion:**

**Commissioner Scroggin** made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**

**Old Business:**

**3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

**Ron Autry, Commission Chair:** States that the City Attorney's office and the office of Senator Boozeman have sent inquiries to Arkansas' local Housing and Urban Development office. As of now, there is no new information for the Planning Commission.

**Motion:**

**Commissioner Belden** made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**





**Planning Commission Meeting**

August 14, 2017

5:30 PM

113 W. Mountain, Room 219

**Members:** Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

**Call to Order:** 5:30 PM, Ron Autry

**In Attendance:**

**Members:** Ron Autry (Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Ryan Noble, Tom Brown, and Matt Johnson

**Absent:** Leslie Belden and Sloan Scroggin arrived after roll call. Matthew Hoffman arrived after the consent agenda.

**City Staff:** Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Brian Sloat, Fire Department.

**City Attorney:** Kit Williams

**Consent Agenda:**

1. Approval of the minutes from the July 24, 2017 meeting.

**2. LSD 17-5880: Large Scale Development (EAST OF INDUSTRIAL DR./AR-CANNA, 642):** Submitted by EARTHPLAN DESIGN ALTERNATIVES, INC. for property located EAST OF INDUSTRIAL DR. The property is zoned I-2, GENERAL INDUSTRIAL and contains approximately 5.08 acres. The request is for a medical marijuana cultivation facility consisting of 72,813 square feet with associated parking.

**Motion:**

**Commissioner Neiderman** made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-1.** **Commissioner Quinlan abstained.**

### **Old Business:**

**3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

**Ron Autry, Commission Chair:** Gives a short summary at the beginning with everything that has happened recently to the proposed project, including what can and cannot be considered by the Planning Commission.

**Harry Davis, Planner:** Read the staff report.

**Jorge Du Quesne, Project Engineer:** States they have members of the FHA and residents of each housing complex at this meeting to give public comment.

### **Public Comment:**

**William Reagan, Neighbor:** Begins by naming several developments nearby that are affordable housing projects or house low-income residents. **Reagan** states that Mayor Jordan withdrew support from this project and that there are many people moving to Fayetteville in the near and far future. The proposed development will not be good for Fayetteville and for South Fayetteville and wishes that the PC could deny a development based on several reasons enumerated by **Reagan**. They argue that the FHA are poor stewards of their land and properties and failed in explaining why it would be better to develop new land rather than fix current properties.

**Nelly Ashley, Resident of Willow Heights:** States they are in support of the proposal, as it will be a new property that will not have the same problems as the current Willow Heights complex. The cost of renovating versus new construction actually works for the new development versus fixing Willow Heights. Ashley cannot speak to the land sale, but is happy with how they and other residents will have a better place to live and help to move there via the FHA. Accessibility for disabled residents and visitors will be improved with this proposed development.

**Pamela Wanz, Resident of Willow Heights:** Believes that moving will be good for their family and for extended family members trying to visit them.

**Mike Emery, Chairman of Fayetteville Housing Authority:** Reads off the petition in favor of the new development with only those that are residents of Willow Heights and Morgan Manor. Emery reads off some reasons that are positive coming out of the land sale and new development addressing crime, schools, proximity to amenities, and facilities.

**No more public comment was presented.**

**Allison Quinlan, Commissioner:** Thanks the City Attorney and residents for their help on this proposal. Quinlan believes that above all other street improvements, extending Wood Street down to 15<sup>th</sup> is a more important improvement and gives reasons for the idea.

**Matthew Hoffman, Commissioner:** Echoes **Quinlan's** comments. Asks Andrew Garner for information on storm water and drainage for this location and in the immediate proximity.

**Andrew Garner, City Planning Director:** Explains why it is an issue to swap out street improvements along an existing road in favor of building a road down to 15<sup>th</sup>. Refers to Engineering for more information.

**Corey Granderson, City Engineer:** Goes into detail about drainage improvements and what would be helped with the new improvements.

**Hoffman:** Specifically asks about the feasibility of lowering standards for improvements along the street for this development.

**Granderson:** Answers that it would be something that the Planning Commission is supposed to make a determination on street improvements.

**Hoffman:** Asks about the design standards for the buildings along Wood and how they meet the unified development code.

**Davis:** Answers.

**Hoffman:** Understands staff's determination, but personally does not believe that the proposed elevations meet standards.

**Zara Neiderman, Commissioner:** Discusses how this proposal might create traffic problems for cars and pedestrians and supports that view with the Walker Park Neighborhood Plan guidelines and goals. Neiderman concludes that the project is not safe moving forward.

**Leslie Belden, Commissioner:** Thanks everyone for all of their input on this project and echoes a few fellow Commissioners. Belden concludes that this project is difficult to vote on.

**Hoffman:** Asks Kit Williams if it is possible that the proposal can get before City Council.

**Kit Williams, City Attorney:** Answers yes, and states that sidewalks are the most constitutionally appropriate thing to ask for as a street improvement along the project's frontage on Wood.

**Hoffman:** Understands their position within the larger umbrella of government.

**Quinlan:** Asks Du Quesne information on the cost-share request for street improvements.

**Quinlan** continues that full connectivity to this location is going to be a drastic improvement to this area.

**Du Quesne:** Answers approximately 300,000 dollars, where over half go towards box culverts and drainage improvements.

**Quinlan:** Asks about the drainage problems and improvements.

**Du Quesne:** Answers in detail using a site plan and explaining street improvements.

**Quinlan:** Asks about parking requirements.

**Garner** and **Du Quesne** answers.

**Bill Wiedower:** Explains the requirements for tax credits in regards to parking.

**Quinlan** and **Du Quesne** resume talking about drainage improvements.

**Quinlan:** Asks if on-street parking was to be removed, if the saved area could be used for drainage.

**Du Quesne:** Answers that it would take many variances.

**Wiedower:** Explains further about water movement.

**Quinlan** and **Du Quesne** dive into details about street improvements.

**Quinlan:** Thanks staff and the applicants for their help with questions. Quinlan sees that the city could get a huge benefit from cost-sharing on street improvements for this location and to deal with flooding and drainage. They recommend new sidewalks and widening be done to the opposite side of the street and use a channel for drainage along the project's frontage.

**Williams:** Clarifies for the Commission that the cost-share proposal has not been accepted yet and that the reason for the proposal is for a private venture rather than public benefit. The final consideration is up to City Council, but generally cautions against assuming acceptance.

**Wiedower:** Asks about the discrepancy between the 300,000 dollar upgrades already accounted for in the budget and the increased improvements asked today during the current meeting. They ask to go forward with what is recommended in the report.

**Sloan Scroggin, Commissioner:** Asks if the applicant will go forward with or without the cost-share.

**Wiedower:** Answers they will go forward either way, but cautions against saying that the drainage problem is only related to the subject property.

**Quinlan:** Cites unified development code about off-site improvements and that the Commission deals with that piece of code.

**Autry:** Believes that this is a difficult proposal to vote on, but the appeals by residents have hit home for them and that this could be a positive change for the current residents of Willow Heights.

**Tom Brown, Commissioner:** States they will be in support of this proposal and would like to see a connection to 15<sup>th</sup> be constructed alongside the development.

**Hoffman, Davis, and Garner** engage in a rapid discussion about design standards for the accessory office and community building.

**Hoffman:** Believes that the community building's façade does not meet the intent of Fayetteville's design code.

**Brown:** Asks Hoffman for more information about what they would like to see, specifically, and how the façade could be changed and asks the applicant team about changing the façade.

**Wiedower:** Explains the elevations and the elements of the building and how they have changed.

**Williams:** Asks if the applicant can provide those changes to the Commission.

**Wiedower:** Answers yes.

**Garner:** States that the best way to classify the structure is under an ancillary structure under the Urban Residential Design Standards.

**Hoffman:** States that this could better fit under office standards for building code.

**Williams:** Clarifies to the Commission that it is the Planning department that interprets code and in some cases where ambiguity is found, the city is charged to find it in favor of the applicant or property owner.

**Williams:** Cautions against asking for street improvements that are above and beyond the rough proportionality and rational nexus tests.

**Davis:** Answers information about the inadequate right-of-way with of an unbuilt Wood from the existing street to 15<sup>th</sup>.

**Quinlan:** Asks if staff's recommendation on street improvements is defensible.

**Williams:** Answers yes, and that the improvements to drainage are really only affect the property owner and not a street improvement per se.

**Quinlan:** Breaks down the recommended list of improvements and asks for a breakdown as to why they fit within the rational nexus.

**Williams:** Obliges and breaks down the improvements and tests the rational reasons for recommended them. Building a 700 foot or longer street down to 15<sup>th</sup> does not fit within this test.

**Quinlan:** Reads several parts of code that are related to street improvements within the city and attempts to apply them to the northern part of Wood near to the development.

**Brown:** Asks if the Commission will still vote on the matter tonight. Brown defaults to the work of the City Attorney and staff in determining what is required for the proposed development.

**Belden:** Asks if it is possible to take money in-lieu of street improvements.

**Garner:** Answers yes, but it has historically and widely been used for traffic lights. The money would need to be spent within 5 years of receiving the money.

**Brown:** Asks if the new façade might be seen by passing around Wiedower's laptop.

**Garner:** Answers yes.

**Hoffman:** States again their stance on the Urban Residential Design Standards not being met with the proposed buildings.

#### **Motion #1:**

**Commissioner Quinlan** made a motion to **approve modified street improvements from the staff recommendation including a requirement to extend Wood Ave. south to connect to 15<sup>th</sup> street, and reducing other recommended on-site improvements.** **Commissioner Hoffman** seconded the motion. **Upon roll call the motion failed with a vote of 2-6-1.** **Commissioners Johnson, Belden, Brown, Noble, Scroggin, and Autry** voted 'no'. **Commissioner Niederman** abstained.

#### **Motion #2:**

**Commissioner Brown** made a motion to **approve condition #1 'Street Improvements' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0.** **Commissioners Quinlan and Niederman** voted 'no'.

#### **Motion #3:**

**Commissioner Brown** made a motion to **approve condition #3 'parkland dedication' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-1.** **Commissioner Niederman** abstained.

**Motion #4:**

**Commissioner Johnson** made a motion to **approve conditions #4-#9** as recommended by staff. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-1. Commissioner Hoffman voted 'no'. Commissioner Niederman abstained.**

**Motion #5:**

**Commissioner Brown** made a motion to **approve the overall project as recommended by staff, including compliance with Urban Residential Design Standards, Condition #2, and all other conditions.** **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 5-2-2. Commissioners Quinlan and Hoffman voted 'no'. Commissioners Belden and Niederman abstained.**



## PLANNING COMMISSION MEMO

**TO:** Fayetteville Planning Commission

**THRU:** Andrew Garner, City Planning Director

**FROM:** Harry Davis, Planner  
Corey Granderson, Staff Engineer  
Lee Porter, Urban Forester

**MEETING:** 8/14/17 **Updated with PC results**

**SUBJECT:** **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

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### RECOMMENDATION:

Staff recommends approval of **LSD 17-5775** with conditions.

### MEETING OF AUGUST 14<sup>th</sup>, 2017:

At the Planning Commission meeting on July 24<sup>th</sup>, 2017, this item was tabled. The City Attorney's office has completed their review of the proposal and has found the development to be compliant with local, state, and federal regulations (see attached memo dated 8/4/17). Staff is still recommending in favor of the development.

### MEETING OF JULY 24<sup>th</sup>, 2017:

At the Planning Commission meeting on July 10<sup>th</sup>, 2017, this item was tabled. This project has not changed in the interim.

### MEETING OF JULY 10<sup>th</sup>, 2017:

At the Planning Commission meeting on June 26<sup>th</sup>, 2017, this item was tabled. This project has not changed in the interim, aside from additional public comment and the inclusion of Park's fees per the direction of the City Attorney in the attached memo. The City Attorney met with representatives from the Fayetteville Housing Authority on June 29<sup>th</sup> and is seeking more information from the Department of Housing and Urban Development before rendering legal opinion applicable to the Commission's determinations.

### MEETING OF JUNE 26<sup>th</sup>, 2017:

At the Planning Commission meeting on June 12<sup>th</sup>, 2017, this item was tabled. This project has not changed in the interim, but staff has received and attached additional public comment. Staff is still recommending approval of the project based on the development meeting all applicable city code at this stage of development. In response to the Planning Commission's discussion at the June 12th meeting, staff finds that project the will not create or compound a dangerous traffic



condition pursuant to UDC 166.02(C). If the Planning Commission determines that a project will create an unsafe pedestrian condition, on- or off-site improvements such as sidewalks or crosswalks may be required in accordance with the rational nexus and rough proportionality tests of 166.04(A)(3). The applicant is currently proposing to widen Wood Avenue and construct new sidewalks for a length of approximately 650 linear feet. Staff does not recommend additional improvements other than what is currently proposed.

## **BACKGROUND:**

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12<sup>th</sup> and 13<sup>th</sup> Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General and the surrounding land use and zoning is depicted on *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| <b>Direction</b> | <b>Land Use</b>                                                   | <b>Zoning</b>                                                                       |
|------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| North            | Wood Avenue Head Start Pre-school; Future Willow Bend Subdivision | RSF-18, Residential Single-family, 18 Units per Acre; NC, Neighborhood Conservation |
| South            | Agriculture                                                       | DG, Downtown General                                                                |
| East             | Single-family Residential; Nantucket Apartments                   | DG, Downtown General                                                                |
| West             | Single-family Residential; Multi-family Residential               | NC, Neighborhood Conservation                                                       |

*Proposal:* The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13<sup>th</sup> and 12<sup>th</sup> streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

*Right-of-Way to be Dedicated:* The internal streets are private drives. Right-of-way dedication along Wood Avenue is required 29.5-feet from road centerline.

*Street Improvements:* Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for two drive lanes, a 7-foot parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage. The applicant has elected to put in on-street parking to serve the proposed development.

*Block Length/Connectivity:* The subject development will be accessed from either Wood Ave, 12<sup>th</sup> Street, or 13<sup>th</sup> Street. Connectivity is proposed by way of connections from each of the above streets throughout the property.

*Water and Sewer System:* The subject property has access to water and sewer, which will need to be extended to more of the property with this development.

### *Tree Preservation:*

Canopy minimum requirement: 10%

Existing canopy: 7.2%

Preserved canopy: 6.4%

Mitigation required: 2,413 Sq. Ft. (11 two-inch caliper trees, planted on site and \$675 paid via tree escrow)

Parks: This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.

*Public Comment:* During the Subdivision Committee meeting on June 1<sup>st</sup>, 2017, members of the public spoke with concerns over car and pedestrian access to the site, traffic associated with an increased number of units, visibility and safety with large buildings, losing green space, high-density development, and low-income or unemployed residents living in Morgan Manor.

**RECOMMENDATION: Staff recommends approval of LSD 17-5775 with the following conditions:**

**Conditions of Approval:**

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*

**PC determined**

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*

**PC determined**

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*

**PC determined in favor of this condition as recommended by staff.**

4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.

8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
  - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
  - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

**Standard conditions of approval:**

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits
  - An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - Separate easement plat for this project that shall include the tree preservation area and all utility easements.
  - Project Disk with all final revisions
  - One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
  - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

**Planning Commission Action:**    ☒ Approved    ☐ Tabled    ☐ Denied

**Meeting Date:** August 14, 2017

**Motion:**

**Second:**    See motions on next page

**Vote:**

**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- City Attorney's memo – 08/04/17\*
- City Attorney's memo – 06/22/17\*
- Fire Department comments
- City Engineering Division comments
- Urban Forestry comments
- Park's Department comments\*
- E911 Addressing comments
- Applicant's letter
- Site Plan
- Elevations
- Public comment\*
- One Mile Map

- Close up Map
- Current Land Use Map

\*Underlined items indicate added information from previous reports

|                                                   |                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Motion: Quinlan<br>Second: Hoffman<br>Vote: 2-6-1 | Motion 1: to approve a modified street improvement recommendation that included extending Wood Ave to 15th St and reduced on-site improvements<br><br>Motion fails; Johnson, Belden, Brown, Noble, Scroggin, Autry dissenting; Niederman abstained                                                |
| Motion: Brown<br>Second: Noble<br>Vote: 7-2-0     | Motion 2: to approve condition 1 as recommended by staff<br><br>Motion passes; Quinlan and Niederman dissenting                                                                                                                                                                                   |
| Motion: Brown<br>Second: Noble<br>Vote: 8-0-1     | Motion 3: to approve condition 3 as recommended by staff<br><br>Motion passes; Niederman abstained                                                                                                                                                                                                |
| Motion: Johnson<br>Second: Noble<br>Vote: 7-1-1   | Motion 4: to approve conditions 4 thru 9 and standard conditions<br><br>Motion passes; Quinlan dissenting; Niederman dissenting                                                                                                                                                                   |
| Motion: Brown<br>Second: Scroggin<br>Vote: 5-2-2  | Motion 5: to approve project as recommended by staff with the provided architectural elevations during the meeting for the accessory building, finding that the project meets Urban Residential Design code<br><br>Motion passes; Quinlan and Hoffman dissenting; Belden and Niederman abstaining |



OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



**Kit Williams**  
*City Attorney*

**Blake Pennington**  
*Assistant City Attorney*

**Rhonda Lynch**  
*Paralegal*

**TO: Mayor Jordan**  
**City Council**  
**Planning Commission**

**CC: Don Marr, Chief of Staff**  
**Paul Becker, Chief Financial Officer**  
**Andrew Garner, City Planning Director**

**FROM: Kit Williams, City Attorney**

**DATE: August 4, 2017**

**RE: Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

**"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards."** Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.





FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Little Rock Field Office, Region VI  
Office of the Field Office Director  
425 West Capitol Avenue, Suite 1000  
Little Rock, AR 72201  
Phone (501) 918-5700 - Fax (501) 324-6142  
[www.hud.gov](http://www.hud.gov) [espanol.hud.gov](http://espanol.hud.gov)

August 1, 2017

Mr. Kit Williams, Attorney  
City of Fayetteville  
113 W. Mountain St., Suite 302  
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.



Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt  
Field Office Director

| Correspondence<br>Code 6FMA | Originator                                                                          | Concurrence                                                                         | Concurrence | Concurrence |
|-----------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------|-------------|
| Name                        |  |  |             |             |
| Date                        | 8/1/17                                                                              | 8/1/17                                                                              | 8/1/17      |             |
| Yellow cc                   | Yellow                                                                              | White                                                                               | Blue        | Green       |

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier  
Office of Public Housing  
U.S. Department of Housing and Urban Development  
425 West Capitol Avenue, Suite 900  
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

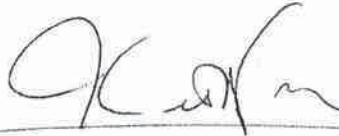
The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

**KIT WILLIAMS**

Fayetteville City Attorney

cc: Mayor Jordan  
Don Marr  
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES  
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
  - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
  - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
  - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
  - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
  - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
  - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
  - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
*City Attorney*

Blake Pennington  
*Assistant City Attorney*

Rhonda Lynch  
*Paralegal*

TO: **Mayor Jordan**  
**City Council**  
**Planning Commissioners**  
**Deniece Smiley**, Executive Director of the Fayetteville Housing  
Authority

CC: **Don Marr**, Chief of Staff  
**Paul Becker**, Chief Financial Officer  
**Andrew Garner**, Planning Director  
**Chris Brown**, City Engineer  
**Mark Whitaker**, Building Safety Director

FROM: **Kit Williams**, City Attorney

DATE: **June 22, 2017**

RE: **Willow Heights, Morgan Manor and the Fayetteville Housing  
Authority**

### IMPACT FEES

The Freedom of Information Act is an effective and vital tool that citizens can use to uncover important information from public entities. My thanks go to Melissa Terry and Allison Quinlan who have used the FOIA to clarify what the Fayetteville Housing Authority is proposing for their Morgan Manor project and how that project is tied to the sale and demolition of the current Willow Heights housing project.

One thing that I did not know when I initially determined that impact fees should be waived for what I thought was public housing for a non-profit semi-government entity (the Fayetteville Public Housing Authority) is that the real entity seeking authority to build the apartment building at Morgan Manor was "a for-profit entity mostly owned by outside investors."

Fayetteville Public Housing Authority attorney Jim Crouch, email of March 22, 2017. Jim Crouch is an excellent and trusted attorney who has represented the Fayetteville Housing Authority for decades. He continues with his analysis of Fayetteville's impact fee code in that email.

"I also looked back at the exemption language of the Fayetteville ordinance. I just don't know how we get past the requirement that it be a "non-profit" multi-family project, not to mention that to my knowledge it does not fall under the proper funding source, i.e. Community Block Grants, HUD loans, etc."  
*Id.*

I now know that Mr. Crouch was 100% correct. However, I had believed that the Fayetteville Housing Authority was the actual entity proposing a Large Scale Development, not "a for-profit entity mostly owned by outside investors" when I wrote my memo of March 24, 2017 entitled **"Non-Profit Multi-Family Supportive Housing Shall be Exempted from Payment of Building Fees" and "Impact Fees" Chapter 159, Unified Development Code.**

Although the Fayetteville Housing Authority has presented this as its project, I believe that a for-profit entity will actually own 99.99% of the apartment building and receive all of the rents from this project for the next 15 years. I also now believe that some of the apartments in this proposed apartment building are intended to be market rate apartments rather than "supportive housing" for "low income individuals". For all practical purposes this is the project of a for-profit business and therefore, clearly not eligible for any impact fee exemption. I hereby withdraw my earlier memos and letter of March 28 recommending an exemption of impact fees.

My March 28, 2017 letter was based on and dependent upon my misunderstanding that the Morgan Manor development was a project by a non-profit entity (the Fayetteville Housing Authority). With the information obtained through the FOIA, I now understand that the real party in interest is a private, for-profit apartment builder. I stated in my letter the following:

"A private, for-profit apartment builder which constructed 58 apartments would be required to pay the following impact fees:



|     |                                  |              |
|-----|----------------------------------|--------------|
| (1) | Water Impact Fee:                | \$ 40,078.00 |
| (2) | Waste Water Impact Fee:          | \$ 35,960.00 |
| (3) | Parkland Fee:                    | \$ 32,480.00 |
| (4) | Police/Public Safety Impact Fee: | \$ 9,396.00  |
| (5) | Fire Protection Impact Fee:      | \$ 8,700.00  |

Total: \$126,614.00"

Fayetteville's earlier proposed exemption of this Morgan Manor apartment building construction from impact fees must now be withdrawn. I now recommend to all of the City's Impact Fee Administrators to impose the normal impact fees required by the Unified Development Code which should total about \$126,000.00

### CONSIDERATION OF LARGE SCALE DEVELOPMENT

For over 15 years, I have reminded the City Council and Planning Commission that a Large Scale Development can only be rejected for one of the six stated reasons found in the Unified Development Code. The second of those reasons is: "(b) The proposed development would violate a city ordinance, a state statute, or a federal statute." § 166.02(C)(1)(a)(iii) I do not believe that a Large Scale Development has been denied for such a violation of the law during my sixteen years of service as City Attorney.

I am not yet prepared to opine whether this proposed project has violated federal law despite evidence uncovered through the FOIA that has caused me concerns that this project may not have fully complied with all HUD regulations. It appears that the Fayetteville Housing Authority has not obtained an independent appraisal of the Willow Heights property which appears to usually be required prior to a sale. Some other possible requirements regarding consulting with current tenants, appraisals of any rehabilitation costs of Willow Heights units and the lack of an express letter of support from Fayetteville Mayor Lioneld Jordan (as show in HUD regulations) also appear to be potential weaknesses for this project.

I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue

our research and analysis. It appears that the sale of Willow Heights is an integral and necessary part of the funding to enable the apartment building to be financed and constructed. Therefore, the propriety and legality of the proposed sale of Willow Heights, especially the Fayetteville Housing Authority's full compliance with all federal regulations should be reviewed before it would be appropriate to approve a Large Scale Development dependent upon this proposed sale.

By this memo, I do not intend to criticize nor cast aspersions on any member of the Fayetteville Housing Authority who are all well-meaning, compassionate and public spirited volunteers. I also present no criticism of the Executive Director Deniece Smiley or attorney Jim Crouch, both of whom I have known and respected for decades. I simply need additional time to examine and evaluate the new information provided to me by Melissa Terry and Allison Quinlan and receive additional information and explanation from attorney Jim Crouch concerning various issues. This proposed project and the existing Willow Heights housing development are simply too important for our citizens to rush to a final decision on the proposed Large Scale Development at Morgan Manor.



**TO:** Harry Davis, Planner

**FROM:** Battalion Chief Brian Sloat, Deputy Fire Marshal

**DATE:** June 8, 2017

**SUBJECT:** 17-5775 LSD 324 E. 12<sup>th</sup> Place/ Morgan Manor Apartments Addition

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The Fire Department has the following conditions of approval. The Arkansas Fire Prevention Code, 2012 Edition, Volume 1 (AFPC) was referenced with the code sections indicated:

It is not clear that a Fire Hydrant meets the 100' proximity to the Fire Department Connection for the 24 unit, 3-story building in the Northeast corner of the proposed project. This must be indicated on future permit submittals.

- **912.2.3 Proximity to hydrant.** Fire department connections for each sprinkler system or standpipe system shall be located not more than 100 feet (3048 mm) from the nearest fire hydrant connected to an approved water supply measured along the path of vehicle travel.

All roads that meet the definition of a fire apparatus access road shall be posted in accordance with Appendix D of the AFPC, "NO PARKING—FIRE LANE"

- **503.3 Marking.** Approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signs shall be located at each end of a painted curb, and additionally in between so that the maximum separation between the signs is 100 feet (30 m) as measured along the centerline of the fire apparatus road.



**TO:** Harry Davis, Planner

**FROM:** Corey Granderson, Staff Engineer

**DATE:** May 30, 2017

**SUBJECT:** Subdivision Committee Engineering Comments for LSD 17-5775 Morgan Manor Apartments

---

**Plan Comments:**

1. "Office/Community" Building is shown too close to existing waterline. Maintain 10FT minimum separation from edge of footing and provide additional utility easements if not in place for 20FT width centered on water line.

**Drainage Comments:**

1. (Previous Comment) The drainage report narrative must provide a clear statement of the following for each overall study point:
  - a. Existing impervious area in project limits
  - b. Proposed impervious area in project limits
  - c. Increase in impervious area
  - d. Impervious area draining to water quality features
  - e. Impervious area NOT draining to a water quality feature
2. Much of this drainage report contains a mixture of calculations/terminology from two stand-alone methods presented in the Drainage Criteria Manual. Please chose either Chapter 4 (WQv) or Chapter 5 (Rv) methodology and do not intermix.
3. Drainage area "GSP-5" shows roof drainage being sent to a Bioretention area but the plans do not show how this water will get to the Bioretention area. Please clarify.
4. Where are the underdrains for the Bioretention areas, and where do they tie-in?
5. Please clearly show the PRE/POST peak flowrates for all storms at study point #2 and demonstrate that no increases in peak flowrate will occur.
6. The drainage design appears to be feasible at this time; a detailed review will occur at the time of construction-level review. Further comments may be pending.

**Standard Comments:**

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.

4. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
5. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.
7. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
  - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
  - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
  - o Waterline fittings, callouts, or utility conflicts
  - o Street profiles
  - o Fine grading/spot elevations
8. The Engineer of Record shall:
  - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
  - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
  - c. Provide a qualified representative for all testing and inspection.
  - d. Schedule testing with the Public Works Inspector.
  - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
  - f. Prepare material data sheets and test reports required by the specifications.
  - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
9. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
10. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
11. Prior to **Project Acceptance** (Certificate of Occupancy or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
  - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
  - i. Vegetation must be established and perimeter erosion controls removed.
  - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
    - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
      1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.

- ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
- iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
  - 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
- iv. Adequate verification survey to confirm accuracy of drainage report.
- v. As-builts should include the following information in a table; Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements;
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
  - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements (Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...

## **Davis, Harry**

---

**From:** Porter, Lee  
**Sent:** Tuesday, June 06, 2017 4:56 PM  
**To:** Davis, Harry  
**Subject:** Morgan Manor

Hey Harry –

The Morgan Manor review is complete and in the ETC. There are two major items for UF:

1. THEY NEED TO SHOW HOW THEY ARE GOING TO ROOT PRUNE OR MINIMIZE DAMAGE TO THE TREE CANOPY IN THE CENTER OF THE SITE THAT THEY SAY THEY ARE PRESERVING. (Yes, in all caps to emphasize importance) Otherwise, the canopy will not be counted as preserved.
2. Landscape Plans need to signed by a registered Landscape Architect.

Let me know if you have questions.

Thanks!  
Lee

**Lee Porter**  
Urban Forester  
Parks & Recreation Department  
City of Fayetteville, Arkansas  
[lporter@fayetteville-ar.gov](mailto:lporter@fayetteville-ar.gov)  
T 479.444.3486





## TREE PRESERVATION AND PROTECTION – Chapter 167

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Harry Davis, Planner

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

### Requirements Submitted:

|    |                                                                              |
|----|------------------------------------------------------------------------------|
| Y  | Initial Review with the Urban Forester                                       |
| Y  | Site Analysis Map Submitted (if justification is needed)                     |
| NA | Site Analysis Written Report Submitted (justification is needed)             |
| N  | Complete Tree Preservation Plan Submitted                                    |
| N  | Tree Mitigation Table on Plans                                               |
| NA | Tree Preservation Waiver Submitted (only use if no trees onsite or near P/L) |

### TREE PRESRVATION CALCULATIONS

- Total Site Area\* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy\* is total tree canopy minus Master Street Plan ROW and existing easement.

| Tree Preservation Calculations                          |             |                 |
|---------------------------------------------------------|-------------|-----------------|
|                                                         | Square Feet | Percent of site |
| Total Site Area *Minus Right of Way and Easements       | 310,594     | 100%            |
| Zoning Designation * Select Below with drop down arrow  |             |                 |
| DG, Downtown General                                    | 31,059      | 10%             |
| HHOD * Select Below with Drop Down Arrow                |             |                 |
| No                                                      | 0           | 0%              |
| Total Canopy for Minimum Preservation Requirements      | 31,059      | 10.0%           |
| Existing Tree Canopy * Minus Right of Way and Easements | 22,431      | 7.2%            |
| Tree Canopy Preserved                                   | 20,018      | 6.4%            |
| Tree Canopy Removed *On Site                            | 2,413       | 0.8%            |
| Tree Canopy Removed *Off Site                           | 0           |                 |
| Tree Canopy Removed Total                               | 2,413       | 0.8%            |
| Removed Below Minimum                                   | 11,041      |                 |
| Mitigation Requirements                                 | 2,413       |                 |

*Tree Canopy Mitigation:*

| Canopy Below Required   | Preservation Priority/Type | Forestation Base Density (ft2) | Number of 2" caliper trees to be planted |
|-------------------------|----------------------------|--------------------------------|------------------------------------------|
| 2143                    | High Priority              | 218                            | 11                                       |
| 0                       | Mid Priority               | 290                            | 0                                        |
| 0                       | Low Priority               | 436                            | 0                                        |
| <b>Total Mitigation</b> |                            |                                | <b>11</b>                                |

| Mitigation Type Requested | Qty | Each      | Total Cost |
|---------------------------|-----|-----------|------------|
| On-site Mitigation        |     | 11        |            |
| Off-site Mitigation       |     |           |            |
| Tree Escrow               |     | \$675     |            |
| <b>Total Mitigation</b>   |     | <b>11</b> |            |

Mitigation Type Requested: No Tree Preservation Calculations Provided

☒ On-Site    ☐ Off-Site    ☐ Tree Escrow    ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES    ☐ NO

**TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:**

*Plan Checklist:*

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

**The Site Analysis Plan [167.04(H)(1)]**

| Tech Plat | SD  | PC  | Site Analysis Plan Components                                                 |
|-----------|-----|-----|-------------------------------------------------------------------------------|
| Yes       | Yes | Yes | 5 year aerial check on existing trees                                         |
| Yes       | Yes | Yes | Property Boundary                                                             |
| Yes       | Yes | Yes | Natural Features 100ft beyond property line shown                             |
| Yes       | Yes | Yes | Existing Topography with slopes $\leq 15\%$ highlighted                       |
| Yes       | Yes | Yes | Soils                                                                         |
| Yes       | Yes | Yes | Significant Tree(s): 24", 18" and 8" DBH                                      |
| Yes       | Yes | Yes | Table listing Sig. Trees with species, size, health, priority.                |
| NA        | NA  | NA  | Grouping of Trees: all other trees that do not meet significant requirements. |
| Yes       | Yes | Yes | Table listing Grouped Trees with average species, size, health, priority      |
| Yes       | Yes | Yes | All existing utilities                                                        |
| NA        | NA  | NA  | All perennial and intermittent streams with approximate center line           |
| NA        | NA  | NA  | Floodplains/Floodways                                                         |
| Yes       | Yes | Yes | Existing street, sidewalk or bike path ROW                                    |
| Yes       | Yes | Yes | Submitted Site Analysis Plan                                                  |

**The Analysis Plan Report [167.04(H)(4)]**

| Tech Plat | SD  | PC  | Analysis Plan Report Components                                                   |
|-----------|-----|-----|-----------------------------------------------------------------------------------|
| No        | Yes | Yes | Detail Design Approaches used to minimize damage to OR removal of existing canopy |
| No        | Yes | Yes | Justification for removal of individual or groupings of trees/canopy              |

|    |     |     |                                                                                                                    |
|----|-----|-----|--------------------------------------------------------------------------------------------------------------------|
| No | Yes | Yes | Details providing information on on-site mitigation OR off-site alternatives                                       |
| No | Yes | Yes | Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind. |

**Tree Preservation Plan [167.04(H)(2)]**

| Tech Plat | SD  | PC  | Tree Preservation Plan Components                                      |
|-----------|-----|-----|------------------------------------------------------------------------|
| Yes       | Yes | Yes | Shows ALL Proposed Site Improvements                                   |
| Yes       | Yes | Yes | Delineates trees/canopy to be preserved and removed                    |
| Yes       | Yes | Yes | Delineates existing and proposed grading                               |
| Yes       | Yes | Yes | Depict limits of soil disturbance                                      |
|           |     |     | Detail methods that will be used to protect trees during construction: |
| Yes       | Yes | No  | 1. Tree Protection Fencing                                             |
| NA        | NA  | No  | 2. Limits of Root Pruning                                              |
| Yes       | Yes | Yes | 3. Traffic flow on work site                                           |
| No        | No  | Yes | 4. Location of material storage                                        |
| No        | No  | Yes | 5. Location of concrete wash out – move outside of trees to be saved   |
| NA        | NA  | NA  | 6. Location of construction entrance/exit                              |
| Yes       | Yes | Yes | Location of ALL existing and new utility/drainage easements            |
|           |     |     |                                                                        |

**Conditions of Approval:**

Urban Forestry recommends approval of the Tree Preservation Plan with the following conditions of approval:

1. Address items above marked “No” and all Redlines provided.
2. Please show Tree Preservation Fencing.
3. Please explain how trees will be root pruned to save the canopy on site where development is going to happen underneath. If no explanation is provided, the tree canopy will be counted as removed.



## Standard Notes for Tree & Natural Area Protection:

- ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING. FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY TREE PRESERVATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL CONSTRUCTION ACTIVITIES. FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY TREE PRESERVATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL CONSTRUCTION ACTIVITIES.
- PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY TREE PRESERVATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL CONSTRUCTION ACTIVITIES. FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY TREE PRESERVATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL CONSTRUCTION ACTIVITIES.
- WHEN TREE PROTECTION FENCES ARE INSTALLED, THEY SHALL BE MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP, EROSION AND SEDIMENTATION CONTROL. BARBERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP, EROSION AND SEDIMENTATION CONTROL. BARBERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP, EROSION AND SEDIMENTATION CONTROL.
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## Existing Tree List

| SURVEY TABLE | DATE      | BY  | REMARKS            |
|--------------|-----------|-----|--------------------|
| 1            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 2            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 3            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 4            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 5            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 6            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 7            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 8            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 9            | 10/1/2017 | JLH | EXISTING TREE LIST |
| 10           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 11           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 12           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 13           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 14           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 15           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 16           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 17           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 18           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 19           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 20           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 21           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 22           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 23           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 24           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 25           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 26           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 27           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 28           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 29           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 30           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 31           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 32           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 33           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 34           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 35           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 36           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 37           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 38           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 39           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 40           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 41           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 42           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 43           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 44           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 45           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 46           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 47           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 48           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 49           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 50           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 51           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 52           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 53           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 54           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 55           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 56           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 57           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 58           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 59           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 60           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 61           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 62           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 63           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 64           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 65           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 66           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 67           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 68           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 69           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 70           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 71           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 72           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 73           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 74           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 75           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 76           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 77           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 78           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 79           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 80           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 81           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 82           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 83           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 84           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 85           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 86           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 87           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 88           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 89           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 90           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 91           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 92           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 93           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 94           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 95           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 96           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 97           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 98           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 99           | 10/1/2017 | JLH | EXISTING TREE LIST |
| 100          | 10/1/2017 | JLH | EXISTING TREE LIST |

## Proposed Features:

| Feature           | Description       |
|-------------------|-------------------|
| Property Line     | Property Line     |
| Right-Of-Way Line | Right-Of-Way Line |
| Right-Of-Way Line | Right-Of-Way Line |

## Tree Canopy Legend

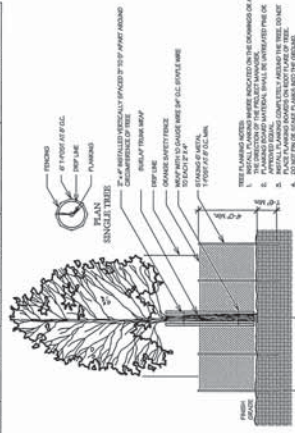
| Tree Canopy Legend | Description        |
|--------------------|--------------------|
| Tree Canopy Legend | Tree Canopy Legend |
| Tree Canopy Legend | Tree Canopy Legend |

## Fayetteville Notes:

- Place to be preserved of existing trees and vegetation to be preserved in a permanent manner and a permanent manner.
- Place to be preserved of existing trees and vegetation to be preserved in a permanent manner and a permanent manner.
- Place to be preserved of existing trees and vegetation to be preserved in a permanent manner and a permanent manner.

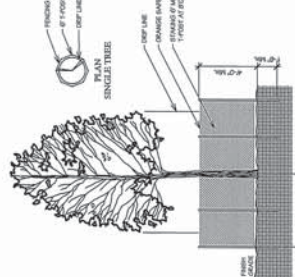
## Soils Present On Site:

| Soils Present On Site: | Description            |
|------------------------|------------------------|
| Soils Present On Site: | Soils Present On Site: |
| Soils Present On Site: | Soils Present On Site: |



Tree Preservation Fencing and Planking Detail

Scale: 1/8" = 1'-0"

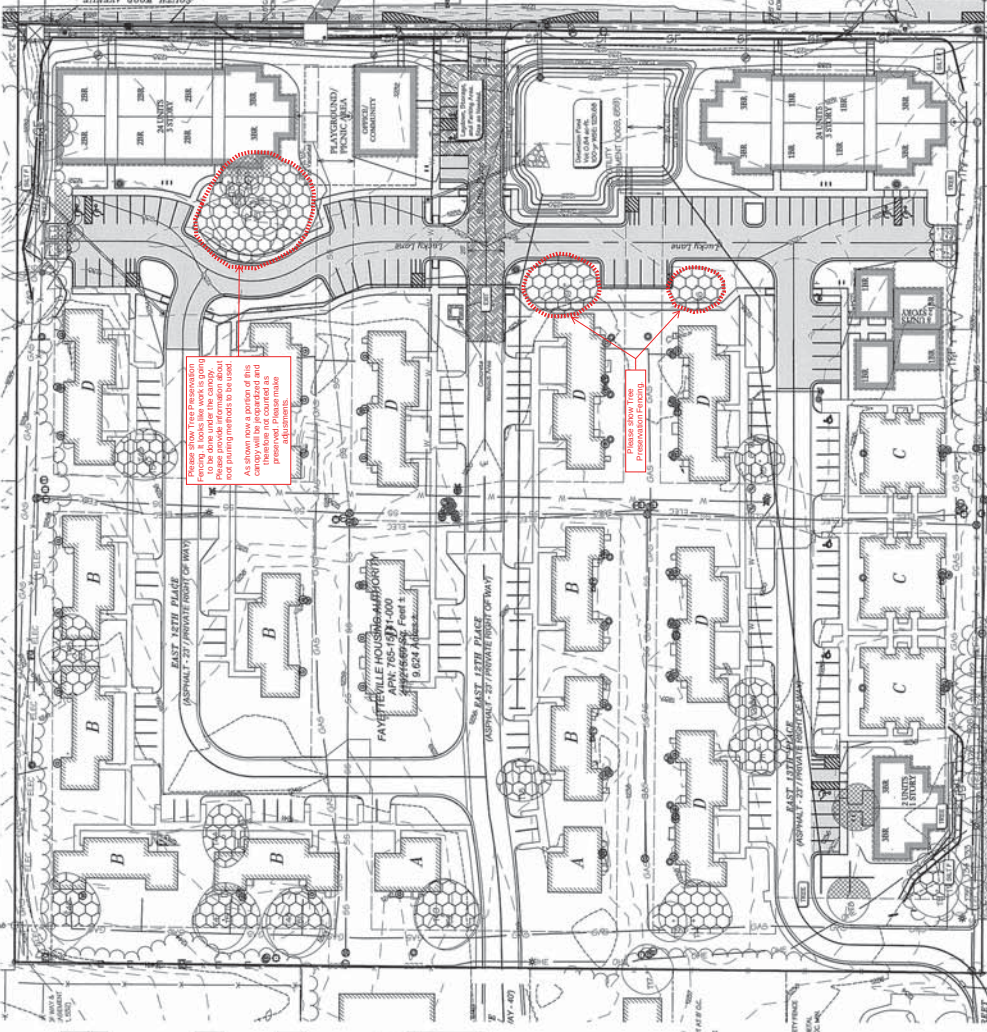
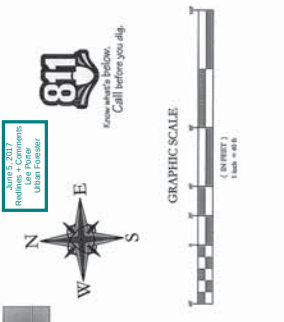


Tree Preservation Fencing Detail

Scale: 1/8" = 1'-0"

## Temp & Perm Controls:

| Feature               | Description           |
|-----------------------|-----------------------|
| Temp & Perm Controls: | Temp & Perm Controls: |
| Temp & Perm Controls: | Temp & Perm Controls: |



Tree Preservation Plan  
Plate Page 563  
Large Scale Development for  
Morgan Manor Apartments Addition  
Fayetteville Housing Authority  
#1 North School Avenue  
Fayetteville, AR 72701-5928  
(479) 521-3850

NOT FOR CONSTRUCTION  
ON SITE

BLEW & ASSOCIATES PA  
CIVIL ENGINEERS & LANDSCAPE ARCHITECTS  
524 W. 5TH AVENUE, SUITE 4  
FAYETTEVILLE, ARKANSAS 72701  
PHONE: (479) 521-3850  
FAX: (479) 521-3850  
WWW.BLEWPA.COM  
Certification of Professional Engineer No. 1534  
Expiry Date: 2017-06-05  
J. Blew  
As Board  
16-576 Civil 006-Ang  
16-576

C2-2



LANDSCAPE REGULATIONS – Chapter 177

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To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

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*Applicable Requirements:*

|    |                                          |
|----|------------------------------------------|
| Y  | Site Development & Parking Lot Standards |
| Y  | Street Tree Planting Standards           |
| NA | Stormwater Facilities                    |

*Plan Checklist:*

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

| Tech Plat | SC  | PC  | All Landscape Plans                                                                                                             |
|-----------|-----|-----|---------------------------------------------------------------------------------------------------------------------------------|
| Yes       | Yes | Yes | Irrigation notes either automatic or hose bib 100' o.c.<br>(177.03A.7.g & 177.04.B.3.a)                                         |
| Yes       | Yes | Yes | Species of plant material identified (177.03.A.7.d & e)                                                                         |
| Yes       | Yes | Yes | Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c) |
| Yes       | Yes | Yes | Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)                                               |
| Yes       | Yes | Yes | Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)                                 |
| No        | No  | No  | LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)                   |
| NA        | NA  | Yes | Planting bed contained by edging (177.03.C.6.f)                                                                                 |
| Yes       | Yes | Yes | Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)                                                    |



| Tech Plat | SC  | PC  | Site Development & Parking Lot Standards                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|-----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes       | Yes | Yes | Wheel stops/ curbs (177.04.B.1)                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Yes       | Yes | Yes | Interior landscaping (177.04.C)<br><i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR<br/>Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces)<br/>All parking lot trees must be deciduous (177.04.C.3)</i>                                                                                                                                                                                                                           |
| NA        | NA  | NA  | Placement of Trees (177.04.C.2)<br><i>Either side at points of access (entrance/exit)</i>                                                                                                                                                                                                                                                                                                                                                                                       |
| Yes       | Yes | Yes | Perimeter landscaping (177.04.D)<br><i>Side and rear property lines (5' wide landscaped)<br/>Front property line (15' wide landscape) (177.04.D.2.a)<br/>Shade trees planted on south and west sides of parking lots (177.04.D.2.e)<br/>Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen.<br/>Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a)<br/>NOTE: Shade trees are described in street tree planting standards</i> |
| Tech Plat | SC  | PC  | Street Tree Planting Standards (time of F.P. or permit) (177.05)                                                                                                                                                                                                                                                                                                                                                                                                                |
| NA        | NA  | NA  | Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible                                                                                                                                                                                                                                                                                                                                                                                |
| Yes       | Yes | Yes | Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace                                                                                                                                                                                                                                                                                                                                                                            |
| NA        | NA  | NA  | Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)                                                                                                                                                                                                                                                                                                                                                                                     |
| NA        | NA  | NA  | Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.                                                                                                                                                                                                                                                                                                                     |
| NA        | NA  | NA  | Timing of planting indicated on plans (subdivisions only) (177.05.A.4)                                                                                                                                                                                                                                                                                                                                                                                                          |
| NA        | NA  | NA  | Written description of the method for tracking plantings (177.05.A.4.e)                                                                                                                                                                                                                                                                                                                                                                                                         |
| Yes       | Yes | Yes | Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)                                                                                                                                                                                                                                                                                                       |
| Tech Plat | SC  | PC  | Stormwater Facilities (time of F.P. or permit) (177.06.A – C)                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5         | 5   | 5   | 1 deciduous or evergreen tree/ 3000 square feet                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 19        | 20  | 20  | 4 large shrubs or small trees (3 gal) / 3000 square feet                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 29        | 30  | 30  | 6 shrubs or grasses (1 gal) / 3000 square feet                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Yes       | Yes | Yes | Ground cover unless seed or sod is specified                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Yes       | Yes | Yes | 50% of facility planted with grass or grass like plants                                                                                                                                                                                                                                                                                                                                                                                                                         |

| Landscape Requirements Table |                                      |                        |
|------------------------------|--------------------------------------|------------------------|
| 11                           | Mitigation Trees                     | 3-year surety required |
| 21                           | Street Trees                         | 3-year surety required |
| 12                           | Parking Trees                        |                        |
| 5                            | Detention Large Trees                |                        |
| 20                           | Detention Small Trees / Large Shrubs |                        |
| 30                           | Detention Small Shrubs               |                        |

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation and Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Plans need to be provided by a registered Landscape Architect.



[illegible]

| Requirement                                                                                                                                                                                                                  | Inspection | Defect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Disposition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. PROVIDER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS FOR CONDUCTING AN ARBORICULTURAL SURVEY, INCLUDING BUT NOT LIMITED TO OBTAINING ANY NECESSARY PERMITS, AND PROVIDING A WRITTEN REPORT TO THE CLIENT. | 1.1        | 1.1.1<br>1.1.2<br>1.1.3<br>1.1.4<br>1.1.5<br>1.1.6<br>1.1.7<br>1.1.8<br>1.1.9<br>1.1.10<br>1.1.11<br>1.1.12<br>1.1.13<br>1.1.14<br>1.1.15<br>1.1.16<br>1.1.17<br>1.1.18<br>1.1.19<br>1.1.20<br>1.1.21<br>1.1.22<br>1.1.23<br>1.1.24<br>1.1.25<br>1.1.26<br>1.1.27<br>1.1.28<br>1.1.29<br>1.1.30<br>1.1.31<br>1.1.32<br>1.1.33<br>1.1.34<br>1.1.35<br>1.1.36<br>1.1.37<br>1.1.38<br>1.1.39<br>1.1.40<br>1.1.41<br>1.1.42<br>1.1.43<br>1.1.44<br>1.1.45<br>1.1.46<br>1.1.47<br>1.1.48<br>1.1.49<br>1.1.50<br>1.1.51<br>1.1.52<br>1.1.53<br>1.1.54<br>1.1.55<br>1.1.56<br>1.1.57<br>1.1.58<br>1.1.59<br>1.1.60<br>1.1.61<br>1.1.62<br>1.1.63<br>1.1.64<br>1.1.65<br>1.1.66<br>1.1.67<br>1.1.68<br>1.1.69<br>1.1.70<br>1.1.71<br>1.1.72<br>1.1.73<br>1.1.74<br>1.1.75<br>1.1.76<br>1.1.77<br>1.1.78<br>1.1.79<br>1.1.80<br>1.1.81<br>1.1.82<br>1.1.83<br>1.1.84<br>1.1.85<br>1.1.86<br>1.1.87<br>1.1.88<br>1.1.89<br>1.1.90<br>1.1.91<br>1.1.92<br>1.1.93<br>1.1.94<br>1.1.95<br>1.1.96<br>1.1.97<br>1.1.98<br>1.1.99<br>1.1.100 | 1.1.1<br>1.1.2<br>1.1.3<br>1.1.4<br>1.1.5<br>1.1.6<br>1.1.7<br>1.1.8<br>1.1.9<br>1.1.10<br>1.1.11<br>1.1.12<br>1.1.13<br>1.1.14<br>1.1.15<br>1.1.16<br>1.1.17<br>1.1.18<br>1.1.19<br>1.1.20<br>1.1.21<br>1.1.22<br>1.1.23<br>1.1.24<br>1.1.25<br>1.1.26<br>1.1.27<br>1.1.28<br>1.1.29<br>1.1.30<br>1.1.31<br>1.1.32<br>1.1.33<br>1.1.34<br>1.1.35<br>1.1.36<br>1.1.37<br>1.1.38<br>1.1.39<br>1.1.40<br>1.1.41<br>1.1.42<br>1.1.43<br>1.1.44<br>1.1.45<br>1.1.46<br>1.1.47<br>1.1.48<br>1.1.49<br>1.1.50<br>1.1.51<br>1.1.52<br>1.1.53<br>1.1.54<br>1.1.55<br>1.1.56<br>1.1.57<br>1.1.58<br>1.1.59<br>1.1.60<br>1.1.61<br>1.1.62<br>1.1.63<br>1.1.64<br>1.1.65<br>1.1.66<br>1.1.67<br>1.1.68<br>1.1.69<br>1.1.70<br>1.1.71<br>1.1.72<br>1.1.73<br>1.1.74<br>1.1.75<br>1.1.76<br>1.1.77<br>1.1.78<br>1.1.79<br>1.1.80<br>1.1.81<br>1.1.82<br>1.1.83<br>1.1.84<br>1.1.85<br>1.1.86<br>1.1.87<br>1.1.88<br>1.1.89<br>1.1.90<br>1.1.91<br>1.1.92<br>1.1.93<br>1.1.94<br>1.1.95<br>1.1.96<br>1.1.97<br>1.1.98<br>1.1.99<br>1.1.100 |
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| Requirement                                                | 1 time per 20 ft of average mainline driveway | 21 times   |
|------------------------------------------------------------|-----------------------------------------------|------------|
| <b>STREET LANDSCAPING</b>                                  |                                               |            |
|                                                            | Proportion                                    | Required   |
| <b>INTERIOR LANDSCAPING</b>                                |                                               |            |
| Requirement                                                | 1 time per 12 parking spaces                  |            |
| # of Proposed Standard Parking Spaces                      |                                               | 84         |
| # of Existing Parking Spaces                               |                                               | 86         |
| # of Existing Parking Spaces to be Relocated/Paving Spaces |                                               | 43         |
| # of ADA Parking Spaces                                    |                                               | 7          |
| # of ADA Loading Zones                                     |                                               | 4          |
| # of Motorcycle/Tricycle Spaces                            |                                               | 6          |
| Requirement                                                |                                               | 12 times   |
| <b>DETENTION POND LANDSCAPING</b>                          |                                               |            |
| Requirement                                                | 19' buffer                                    |            |
| 4 single basins (total times per 3,000 ft of median)       |                                               | 19' buffer |
| 4 large basins (total times per 3,000 ft of median)        |                                               | 19' buffer |
| Surface Area = 19' Buffer                                  |                                               | 5 times    |
| Requirement                                                |                                               | 1500 ft    |
|                                                            |                                               | 20 times   |

[illegible][illegible]

**811**

Know what's below.  
Call before you dig.

GRAPHIC SCALE

0 10 FEET 20 30 40

1 inch = 40 ft

| Number of 2" Caliper Ties to be Placed |  |
|----------------------------------------|--|
| 11                                     |  |
| 0                                      |  |
| 0                                      |  |

**E**

Lab Porter  
Utility Inspector

|                   |     |  |
|-------------------|-----|--|
| <b>Architect.</b> |     |  |
|                   |     |  |
|                   |     |  |
|                   |     |  |
|                   |     |  |
|                   |     |  |
| <b>REVISIONS:</b> | No. |  |
|                   |     |  |

**Notes:**

- 1. Only Symbols That Appear On This Sheet Are Shown In This Legend.
- 2. Soil Density For Excavating Materials Legend.
- 3. See Cover Sheet For Information Leds.

**NOTES:**

- 1. TREES SHALL BE 2' CALIPER MINIMUM.
- 2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2-3 TIMES THE SIZE OF THE ROOT BALL.
- 3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
- 4. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, OR GUARDS.

[illegible]

FAYETTEVILLE HOUSING AUTHORITY  
 APN: 705-15371-000  
 444225509-000, Parcel 1

The site plan shows a rectangular building footprint on the left side, divided into two sections labeled '10R' and '10R'. To the right of the building is a large rectangular area labeled 'PLAYGROUND PISCINE AREA'. Further to the right is a smaller rectangular area labeled 'OFFICE COMMUNITY CENTER'. The entire site is surrounded by a boundary line, and there are various lines and symbols indicating property boundaries, easements, and other site features.

Large Scale Development for  
Morgan Ma  
Fayettev  
#  
Fa

**TIME OF PLANTING.** ROOTBALL - ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF ALL T 12' 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. REMOVE BURLAP IF ROOTBALL BEGINS FALLING AWAY DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET. CUT AWAY ONLY HALF OF THE BURLAP.

20. SYSTEMS OF SIGN UTILITIES (HEREINAFTER REFERRED TO AS "UTILITIES") SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY.
21. MAINTENANCE OF THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE Ongoing MAINTENANCE OF REQUIRED UTILITIES.
22. REPLACEMENT LANDSCAPING REQUIRED FOR DAMAGED LANDSCAPING THAT DOES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OF THE PROPERTY. THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY OF DENVER TO REPAIR OR REPLACE THE REQUIRED LANDSCAPING THAT DOES OR IS DAMAGED.
23. THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.

Map showing the location of the East 42nd Place area, with a red circle highlighting the specific location of the building at the intersection of East 42nd Place and Avenue C.

Technical drawing of a building section showing a staircase and a room with a curved wall and a window.

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
ONLY

1. How Many Should Be Installed As 100 Feet Out, For Irrigation Purposes.
2. Prior To First Plant Approval, All Required Landscaping Will Report A
3. Prior To First Plant, A 2-year Maintenance Plan Must Be Submitted With A 3-year Security (Letter of Credit, Bond, Or Cash) And Completed Landscaping Survey Form.

\_\_\_\_\_ GET TREE PLUMB SO THE MAIN LEAVES IS STRAIGHT

\_\_\_\_\_ BEGIN MULCH 3" TO 4" AWAY FROM TRUNK

\_\_\_\_\_ 3" TO 4" OF ORGANIC MULCH

Figure 1 is a plan view of the experimental site. It shows a building with a central entrance labeled 'D'. A subject is positioned at the entrance. The plan includes dimensions: 0.45m for the width of the entrance area, 0.45m for the width of the subject's position, and 0.45m for the width of the building. A scale bar indicates 0.45m. A north arrow is present in the bottom left corner.

|                                                                                                                             |                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 524 W. Sycamore St. Suite 4<br>Fayetteville, Arkansas 72703<br>Office: 479-443-6966<br>Fax: 479-582-1883<br>www.401win5.com | Certificate of Incorporation No 1354<br>2014-2015<br>J. Resnick<br>2017-06-05<br>As Nominated<br>16-576 Civil 006486g |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

2 TO 3 TIMES ROOTBALL DIAMETER

Diagram illustrating the layers of a trench:

- EXCAVATE AND REFILL EXISTING SOIL AND SOIL ADJUNCTS IF NECESSARY AS DIRECTED BY PROJECT MANAGER, WATER THROUGHTS TO ELIMINATE AIR POCKETS, DO NOT TAMP.
- NOTE SHALLOW HOLES WITH TAPERED SIDES, BREAK DOWN ROUGHEN SIDES OF THE HOLE.
- SET BALL ON FIRM SOIL.
- UNDISTURBED SUBGRADE

## C2-1



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

TO: Planning Division

FROM: Ken Eastin, Park Planner II

DATE: June 26, 2017

SUBJECT: Parks & Recreation Technical Plat Review Comments

\*\*\*\*\*

Meeting Date: June 26, 2017

Item: 17-5775 LSD 324 E. 12th Place (Morgan Manor Apts. Addition)  
563

Park District: SE

Zoned: DG

Billing Name & Address: Fayetteville Housing Authority  
#1 North School  
Fayetteville, AR 72701

|               | <u><b>Current Land Dedication Requirement</b></u> | <u><b>Money in Lieu</b></u>           |
|---------------|---------------------------------------------------|---------------------------------------|
| Single Family | _____ @ 0.023 acre per unit = _____ acres         | @ \$920 per unit = \$ _____           |
| Multi Family  | _____ @ 0.014 acre per unit = _____ acres         | 58 @ \$560 per unit = <u>\$32,480</u> |

COMMENTS:

- This project has not been presented before the Parks and Recreation Advisory Board due to a previous determination that impact fees would not be applicable; however, this determination has since been rescinded.
- In lieu of a parkland dedication, fees are assessed for multi-family development for a total of 58 additional units.
- The actual amount of acreage and/or fees will be determined by the actual number of units and the park land formula at Planning Commission approval of this Large-Scale Development.
- Fees must be paid prior to issuing of building permits.



C2

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

---

March 28, 2017

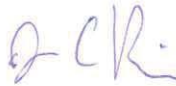
City of Fayetteville  
Development Services  
113 West Mountain Street  
Fayetteville, AR 72703

SUBJECT:           Morgan Manor Addition Large-Scale Development  
                      Blew Project #16-376

To Whom It May Concern:

On behalf of our client, the Fayetteville Housing Authority, we are submitting plans for a Large-Scale Development in the City of Fayetteville. The proposed development is an addition to the Morgan Manor housing complex located at 324 East 12<sup>th</sup> Place. It will consist of the construction of 58 additional dwelling units, the extension of 12<sup>th</sup> Place and 13<sup>th</sup> Place, storm water facilities, parking, utilities, landscaping, and other improvements as required by the City of Fayetteville.

Sincerely,



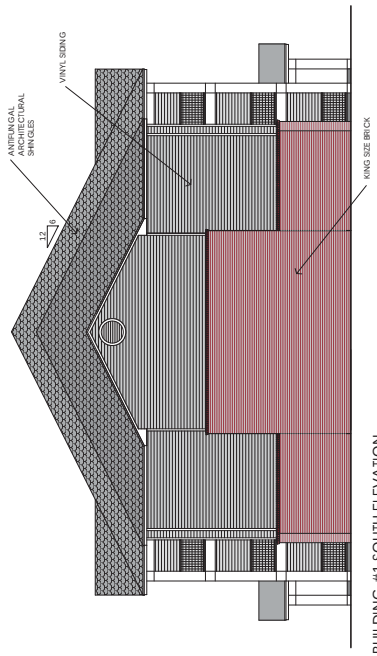
Jacob Rennick, EI  
Blew & Associates, PA



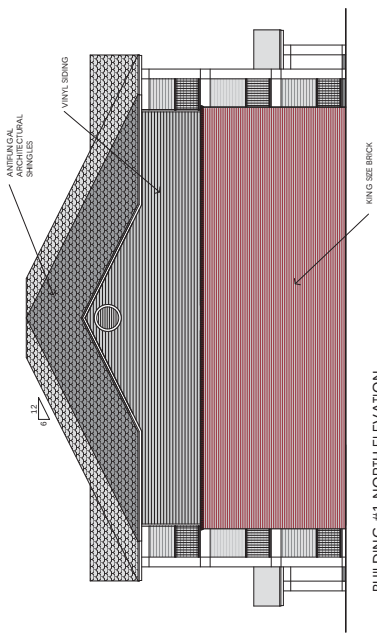




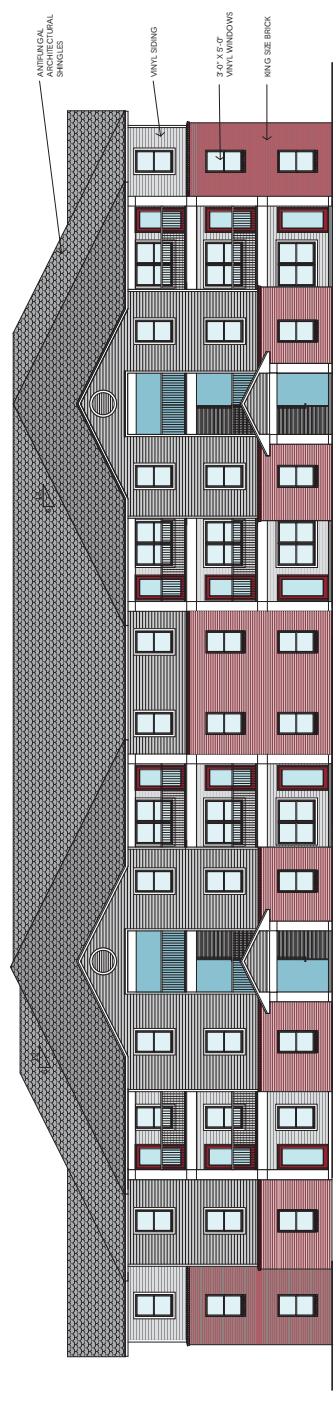
BUILDING #1 WEST ELEVATION  
1/8" = 1'-0"



BUILDING #1 SOUTH ELEVATION  
1/8" = 1'-0"



BUILDING #1 NORTH ELEVATION  
1/8" = 1'-0"



BUILDING #1 EAST ELEVATION  
1/8" = 1'-0"

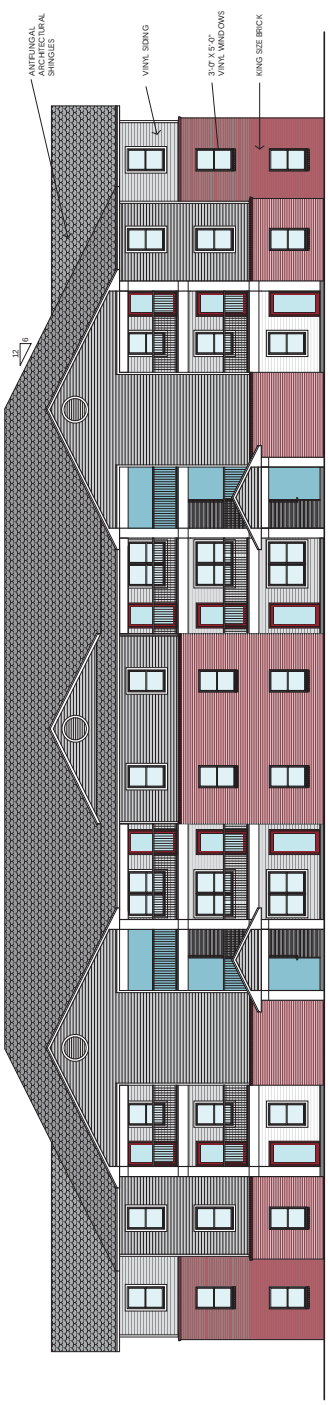
| REV | DATE | DESCRIPTION |
|-----|------|-------------|
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**Addition to  
Morgan Manor Apartments**  
Fayetteville, Arkansas

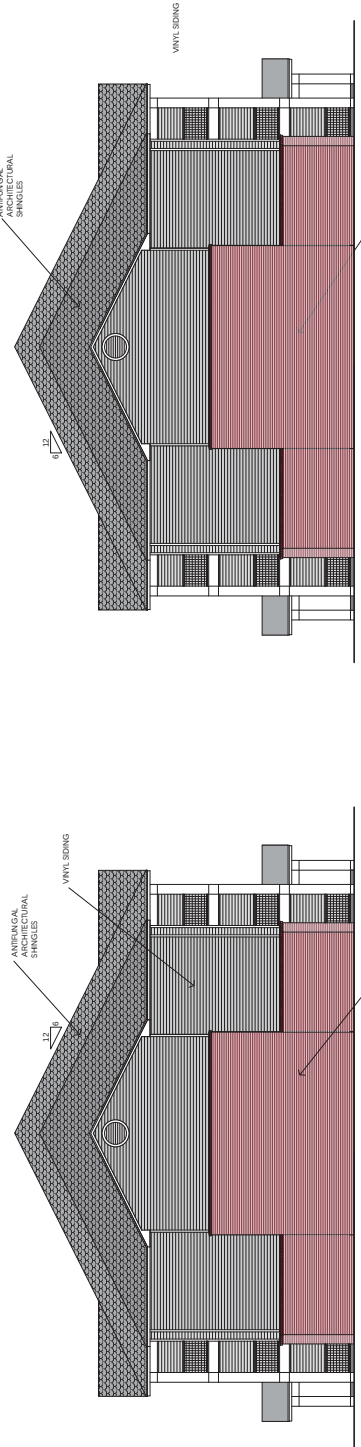
**H+W**  
Heiple+Wiedower  
Architects - Planners  
318 Pres. Citron Avenue  
Fayetteville, AR 72701  
(1) 501-707-0115  
(1) 501-707-0118

Project No:  
**HW16-725**  
Date:  
**3/26/17**  
Sheet Title:  
**BUILDING #1  
ELEVATIONS**  
Sheet No:

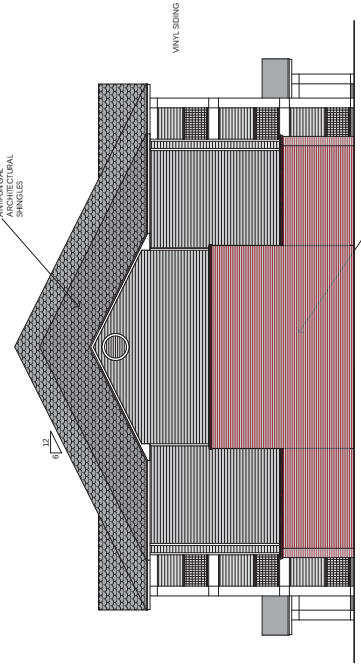
**A2.1**



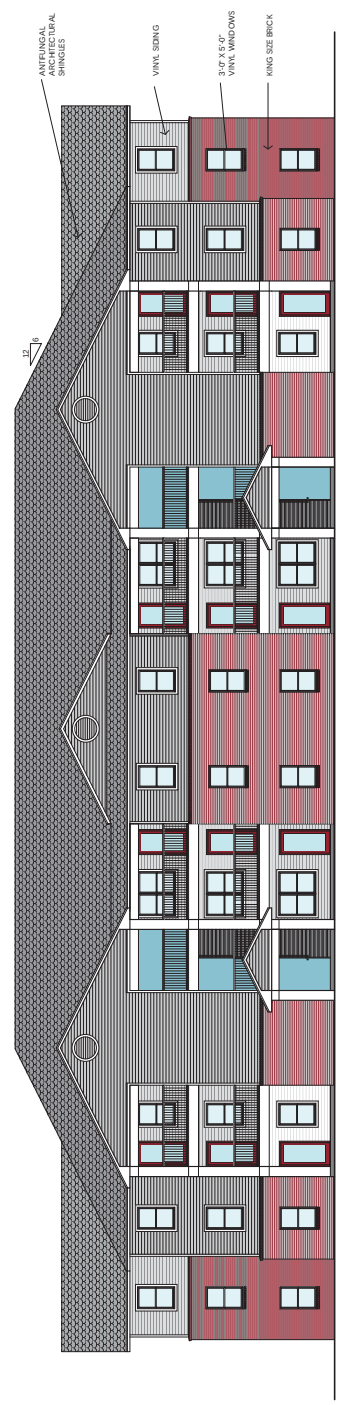
BUILDING #2 - EAST ELEVATION  
1/8" = 1'-0"



BUILDING #2 - SOUTH ELEVATION  
1/8" = 1'-0"



BUILDING #2 - NORTH ELEVATION  
1/8" = 1'-0"



BUILDING #2 - WEST ELEVATION  
1/8" = 1'-0"

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

**Addition to  
Morgan Manor Apartments**  
Fayetteville, Arkansas

**H+W**  
Heiple+Wiedower  
Architects - Partners  
319 Pres. Clinton Avenue  
Little Rock, AR 72201  
(501) 767-7201  
(501) 501-707-0118

Project No:  
**HW16-725**  
Date:  
**3/26/17**  
Sheet Title:  
**BUILDING #2  
ELEVATIONS**  
Sheet No:

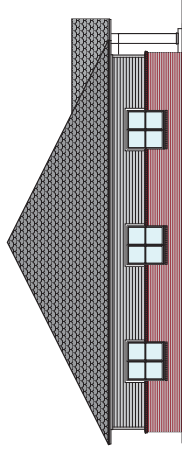
**A2.2**



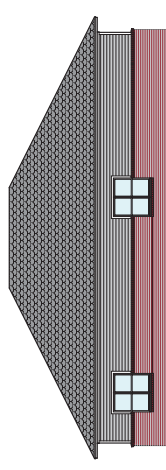




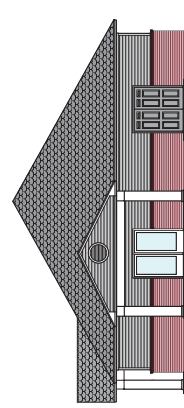
COMMUNITY BUILDING SOUTH ELEVATION  
1'-8" = 1'-0"



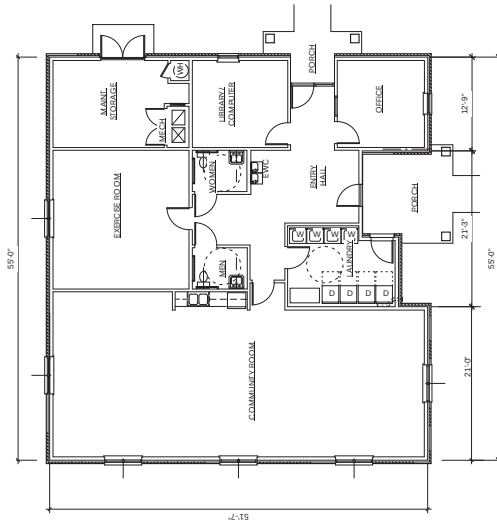
COMMUNITY BUILDING WEST ELEVATION  
1'-8" = 1'-0"



COMMUNITY BUILDING NORTH ELEVATION  
1'8" = 1'-0"



COMMUNITY BUILDING EAST ELEVATION  
1'8" = 1'-0"



COMMUNITY BUILDING  
1'8" = 1'-0" 2692 SQ.FT.



## **Davis, Harry**

---

**From:** Alan Ostner <alan.72701@gmail.com>  
**Sent:** Friday, April 21, 2017 2:14 PM  
**To:** Davis, Harry  
**Subject:** Morgan Manor Apartments Creating Dangerous Traffic Situation

Hello Mr. Davis,

As a neighbor, I am very concerned that the Morgan Manor apartment project will dangerously increase traffic on the streets of South Wood, South Washington, South College, and the segments of 12th and 13th that connect South College and Morgan Manor. Those streets are treacherous even today! People fly through there at high speeds all the time. This apartment complex will really make a dangerous traffic situation.

Best,

**Alan Ostner**  
Landscape Architect

---

**Davis, Harry**

**From:** Garner, Andrew  
**Sent:** Friday, June 16, 2017 7:59 AM  
**To:** Davis, Harry  
**Subject:** FW: Willow Heights - Morgan Manor Expansion

Harry,  
Please save this in the public comment folder for this item and include it in the next Planning Commission packet.

**Andrew Garner, AICP**  
City Planning Director  
City of Fayetteville, Arkansas  
agarner@fayetteville-ar.gov  
479.575.8262  
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

**From:** Nola Derby [mailto:rxdx1117@gmail.com]  
**Sent:** Thursday, June 15, 2017 5:19 PM  
**To:** Garner, Andrew  
**Subject:** Willow Heights - Morgan Manor Expansion

June 15, 2017

Mr. Andrew Garner and Members of the Fayetteville City Planning Commission:

As a property owner in South Fayetteville, I am writing to voice my concern on moving Willow Heights occupants to Morgan Manor via expansion of Morgan Manor. I have lived and owned property on 13<sup>th</sup> Street for 12 years. What was a relatively quiet neighborhood will soon not be with the building of 78 additional homes in the recently started "Houses at Willow Bend" mixed income housing (otherwise known as "The Projects" in other parts of the country). It has been proven around the United States that low-income units should not be concentrated in one part of a city only. It places additional burdens on the community, by increasing crime rates, increasing traffic and increasing noise.

I was concerned about the additional 78 houses in the neighborhood but became resigned to the fact that they were going to be built on a very compact footprint (7 acres). I hope that they will not change their design of the new homes, which are "cottage style", and thus fit in better with neighboring homes. Now, I am very concerned with the proposed expansion of Morgan Manor, especially, the proposal of 58 additional units to



include two three-story buildings, one two-story building, and a community center. No homes in the neighborhood are over two stories and no new buildings should be over two stories, so please maintain a height restriction for buildings in the neighborhood. With the 58 additional units to be built and the existing 52 units, Morgan Manor will more than double in size with a total of 110 units. That number combined with the 78 houses being built at Willow Bend will more than triple the size of the South Fayetteville neighborhood bounded by 15<sup>th</sup> Street, South College Ave, and E. 7<sup>th</sup> Street. Then there are the 300 homes going in a mile down the road off of 15<sup>th</sup> Street. I understand that Fayetteville would like to maintain the compact nature of the City and prevent urban sprawl, but it is getting way too crowded in South Fayetteville.

Please find another area in the City to house the current Willow Heights occupants and do not approve the expansion of Morgan Manor.

Thank you,

A Concerned South Fayetteville Property Owner.

**Davis, Harry**

---

**From:** Garner, Andrew  
**Sent:** Thursday, July 06, 2017 7:52 AM  
**To:** John Coleman  
**Subject:** RE: Willow Heights

John,  
Thank you for your comments and concerns. I will pass this along to the commission for their consideration.

Unless there is some legal loophole I'm not aware, the Planning Commission does not have the option to forward a Large Scale Development to the council for a decision. The commission is charged with reviewing a development in light of current UDC requirements and voting to approve or deny accordingly. The only way (to my knowledge) for a development to go to council is through the appeal process. I have copied the relevant sections of the UDC below. As you can see, if the project is approved, an alderman may bring an appeal to the council on behalf of a resident. The appeal would have to be filed within 10 working days from the Planning Commission decision.

Thanks,  
Andrew

**Andrew Garner, AICP**  
City Planning Director  
City of Fayetteville, Arkansas  
agarner@fayetteville-ar.gov  
479.575.8262

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

## **FAYETTEVILLE UNIFIED DEVELOPMENT CODE CHAPTER 155 APPEALS**

### **155.01 Circuit Court**

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

### **155.02 Form/Time/Place**

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) **Appeals.** Appeals shall be submitted within 10 working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

### **155.03 Stay**

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

### **155.04 Alderman Appeal On Behalf Of Resident**

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5296, 12-15-09)

### **155.05 Appeals From Planning Commission Decisions**

(A) *Appeals to City Council.*

(1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.

- (a) Annexation
- (b) Rezoning
- (c) Planned Zoning District
- (d) Subdivision (Preliminary Plat, Final Plat, Concurrent Plat, Lot split)
- (e) Large Scale Development
- (f) Vacation of utility easement, access easement, public right-of-way
- (g) Commercial Design Standards
- (h) Tree Preservation Plan

- (i) Variances and waivers of the UDC
- (2) *Conditions of Approval*. An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request*. Three aldermen, two of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

**From:** John Coleman [mailto:jtcoleman@gmail.com]

**Sent:** Wednesday, July 05, 2017 9:10 PM

**To:** Garner, Andrew

**Subject:** Willow Heights

Good evening Andrew,

I would like to submit this email to the Planning Commission with regards to Willow Heights. We are going to be out of town next week when it comes back up for vote.

As I stated at a previous Planning Commission meeting, history shows that concentrating subsidized housing is not in the best interest of the inhabitants, the surrounding neighbors or the community at-large. While I have walked through the existing FHA facilities and agree that something needs to be done, this is not the answer for FHA or the Fayetteville community for a variety of reasons that have been expressed.

I also recognize many of these reasons cannot be considered by the Planning Commission based on Mr. Pennington's description in the meeting I attended. That does not mean they are not legitimate, but instead mean this is not the forum for consideration. Given the amount of public interest in this project and the long-term ramifications of this decision, I request that the Planning Commission forward this issue to the City Council so these issues can be considered by our elected officials.

For what it's worth, I along with many other Fayetteville residents are committed to finding a creative solution and do not plan to walk away from this if it is voted down.

Thank you,

John Coleman  
Ward 2

LSD 17-5775

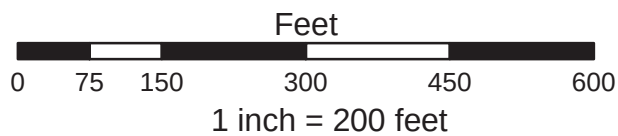
# MORGAN MANOR APTS. ADDITION

Close Up View



## Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-18
- RMF-24
- Downtown General
- Neighborhood Conservation

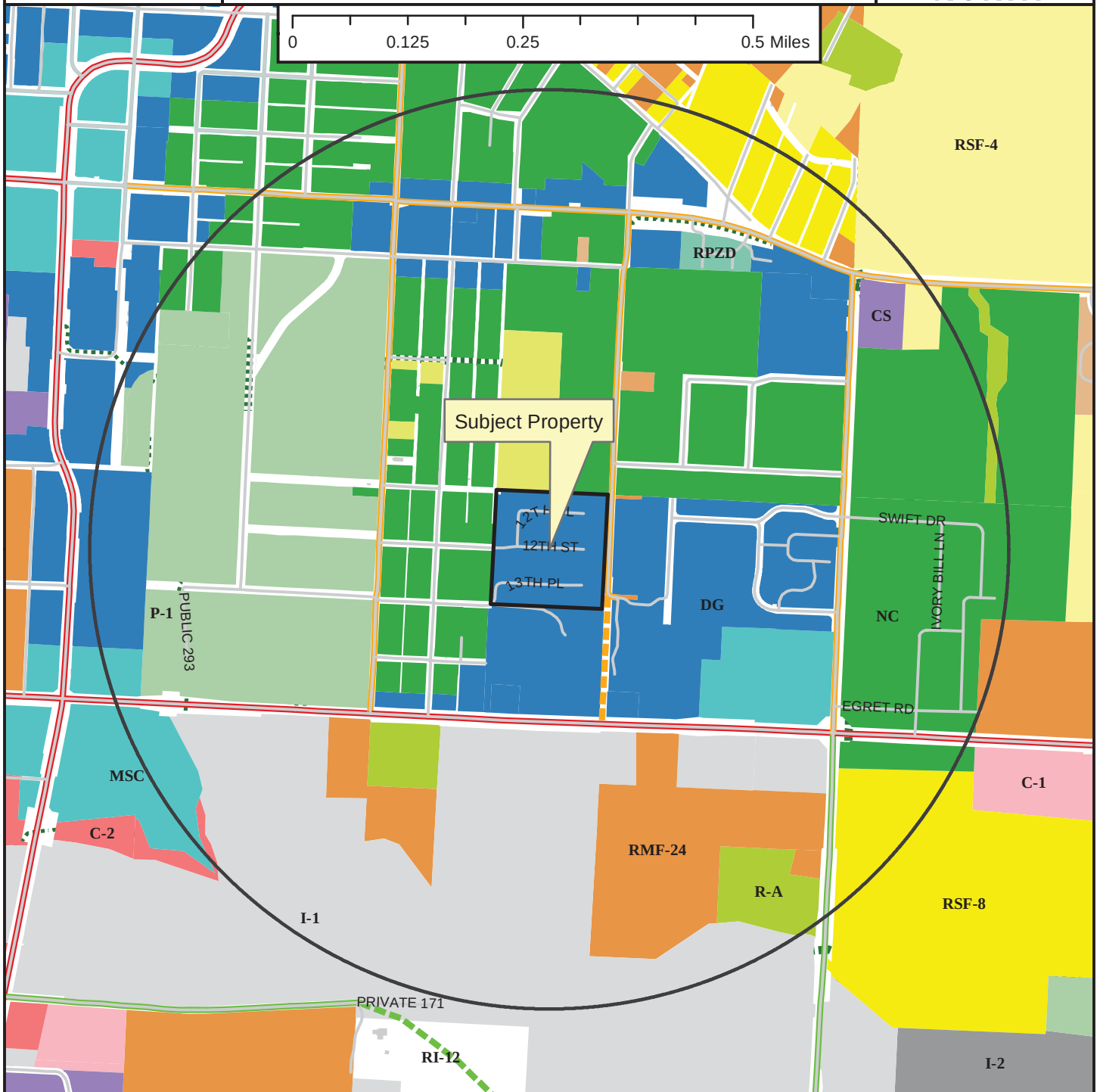
LSD 17-5775

# MORGAN MANOR APTS. ADDITION



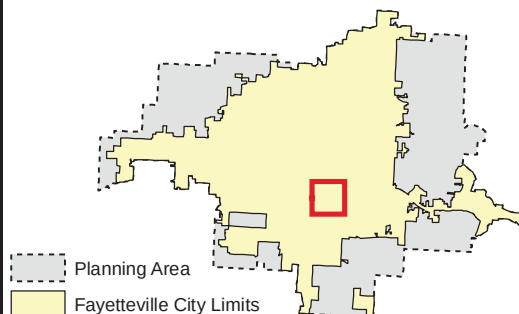
One Mile View

0 0.125 0.25 0.5 Miles



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



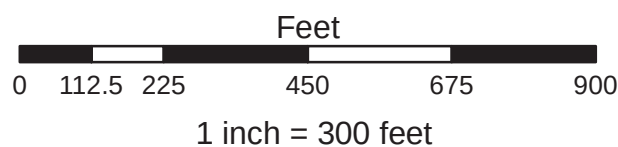
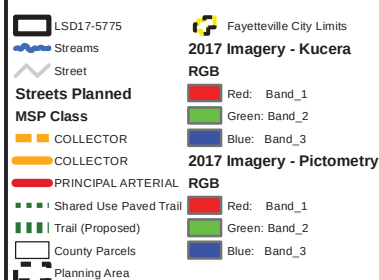
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Zoning</b></p> <p><b>RESIDENTIAL SINGLE-FAMILY</b></p> <ul style="list-style-type: none"> <li>RSF-1 Residential-Agricultural</li> <li>RSF-5</li> <li>RSF-1</li> <li>RSF-2</li> <li>RSF-4</li> <li>RSF-7</li> <li>RSF-8</li> <li>RSF-18</li> </ul> <p><b>RESIDENTIAL MULTI-FAMILY</b></p> <ul style="list-style-type: none"> <li>RT-12 Residential Two and Three-family</li> <li>RMF-6</li> <li>RMF-12</li> <li>RMF-18</li> <li>RMF-24</li> <li>RMF-40</li> </ul> <p><b>INDUSTRIAL</b></p> <ul style="list-style-type: none"> <li>I-1 Heavy Commercial and Light Industrial</li> <li>I-2 General Industrial</li> </ul> | <p><b>EXTRACTION</b></p> <ul style="list-style-type: none"> <li>E-1</li> </ul> <p><b>COMMERCIAL</b></p> <ul style="list-style-type: none"> <li>Residential-Office</li> <li>C-1</li> <li>C-2</li> <li>C-3</li> </ul> <p><b>FORM BASED DISTRICTS</b></p> <ul style="list-style-type: none"> <li>Downtown Core</li> <li>Urban Thoroughfare</li> <li>Main Street Center</li> <li>Downtown General</li> <li>Community Services</li> <li>Neighborhood Services</li> <li>Neighborhood Conservation</li> </ul> <p><b>PLANNED ZONING DISTRICTS</b></p> <ul style="list-style-type: none"> <li>Commercial, Industrial, Residential</li> </ul> <p><b>INSTITUTIONAL</b></p> <ul style="list-style-type: none"> <li>P-1</li> </ul> |
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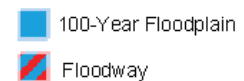
17-5775

Current Land Use

# MORGAN MANOR APTS.



## FEMA Flood Hazard Data



## CityClerk

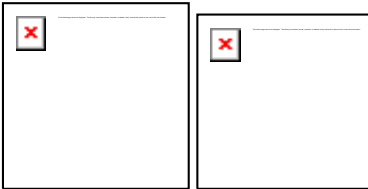
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**From:** Marsh, Sarah  
**Sent:** Tuesday, September 19, 2017 4:14 PM  
**To:** CityClerk  
**Subject:** Morgan Manor Appeal - Pictures of wheelchairs & walking

**Categories:** Completed

Please forward these photos to the City Council prior to tonight's meeting. They show the unsafe traffic conditions on the streets serving the proposed development.

**Sarah Marsh**, bARCH, LEED AP BD+C  
City Council Member, Ward 1, Position 2  
City of Fayetteville, Arkansas  
[ward1\\_pos2@fayetteville-ar.gov](mailto:ward1_pos2@fayetteville-ar.gov) | 479.799.0393



---

**From:** Sarah Marsh <[sarahemmarsh@gmail.com](mailto:sarahemmarsh@gmail.com)>  
**Sent:** Tuesday, September 19, 2017 4:10 PM  
**To:** Marsh, Sarah  
**Subject:** Fwd: Pictures of wheelchairs & walking

----- Forwarded message -----

**From:** Z Niederman <[zniederman@gmail.com](mailto:zniederman@gmail.com)>  
**Date:** Tue, Sep 19, 2017 at 4:06 PM  
**Subject:** Pictures of wheelchairs & walking  
**To:** Sarah Marsh <[sarahemmarsh@gmail.com](mailto:sarahemmarsh@gmail.com)>

Hi Sarah

Here are some pictures of people walking or going up the street in wheelchair.











--

**Sarah Marsh** Creative Director  
**Emily Mars Fashion House**  
Custom Apparel | Design Services

By Appointment Only | 643 W MLK Jr Blvd, Suite 202 | Fayetteville, AR 72701 | 479.799.0393 | [sarah@emilyMARSfashion.com](mailto:sarah@emilyMARSfashion.com)

KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington  
Assistant City Attorney

Rhonda Lynch  
Paralegal

Phone 479.575.8313  
cityattorney@fayetteville-ar.gov

September 27, 2017



113 W. Mountain Street, Suite 302  
Fayetteville, AR 72701-6083

James E. Crouch, Esq.  
Cypert, Crouch, Clark & Harwell, PLLC  
P.O. Box 1400  
Springdale, AR 72765-1400

Re: Appeal of Approval of Morgan Manor Large Scale Development

Dear Jim,

Thank you for your letter of September 26, 2017 questioning whether Council Member Sarah Marsh's appeal of the Planning Commission's approval of the Morgan Manor Large Scale Development was timely filed. The City Attorney's Office looked at this issue prior to having this appeal placed upon the City Council Meeting Agenda and determined that the appeal was timely. We still believe that is the correct decision.

As Fayetteville City Attorney, I am charged with the administration and interpretation of **Chapter 155: APPEALS** of the Unified Development Code. For over sixteen years I have consistently interpreted any potential ambiguity or uncertainty in the **APPEALS** chapter to allow an attempted appeal rather than to deny an appeal.

City Council Members are held to the same standards as a property owner when appealing on behalf of a resident a Planning Commission approval of a development proposal. § 155.04 **Aldermen Appeal on Behalf of Resident**, Unified Development Code. Therefore, Council Member Marsh was required to submit her appeal "within ten (10) working days from the date of a final action taken." § 155.02(B)(1)

The term "working days" was enacted into § 155.02(B)(1) to make clear that Saturdays, Sundays and holidays would not be counted toward the allowed time to appeal. We used "working days" to clarify the appeal period would not be measured by "calendar days".

This ten working day period must be read in conjunction with § 155.02(C) *Place. (1) City Clerk. "Appeals made to the City Council shall be filed with the City Clerk."* Therefore, any appeal to the City Council by a property owner or Council Member must be submitted to and filed with the City Clerk's Office within ten working days from date of the final decision. If the City Clerk had closed her office at 5:00 p.m. on Monday, August 28<sup>th</sup>, then an argument could be made that the submitted appeal at 5:21 p.m. would have been untimely as you argue. However, as was City Clerk Sondra Smith's normal procedure, the City Clerk's Office was open for business from 7:30 a.m. until 5:30 p.m. on that day. She normally has personnel scheduled for those hours and did so on August 28, 2017. Therefore, regardless of the information on the City's website, the City Clerk's Office was in reality open for business at 5:21 p.m. on August 28, 2017, and so the submitted appeal was timely.

To the extent that any ambiguity might exist, I interpret § 155.02(B) and (C) to allow the submission of the appeal by Council Member Marsh on behalf of Fayetteville resident Melissa Terry and determine that such submission was timely because the City Clerk's Office was open for business when the appeal was submitted.

With kindest regards,

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

**KIT WILLIAMS**

Fayetteville City Attorney

CC: Mayor  
City Council  
City Clerk Sondra Smith  
Don Marr



## CYPERT, CROUCH, CLARK & HARWELL, PLLC

*Established 1947*

September 26, 2017

Honorable Sondra Smith  
City Clerk Treasurer, City of Fayetteville  
113 West Mountain Street  
Fayetteville, AR 72701

RE: Appeal to Fayetteville City Council of Planning Commission Grant of Morgan Manor Large Scale Development Permit

Dear Ms. Smith:

Steve Zega and I represent the Fayetteville Housing Authority. On behalf of the Authority, we object to the Council hearing this appeal.

Fayetteville City Code § 155.02 (B)(1) (part of the Unified Development Code) provides that "Appeals shall be submitted within ten (10) working days from the final action taken."

The Planning Commission heard and decided to grant the Large Scale Development permit for Morgan Manor on August 14, 2017. Council Member Sarah Marsh submitted an appeal on behalf of a constituent on August 28, 2017 by sending the appeal letter to your office via email. The email bears a time stamp of 5:21 p.m.

The phrase "working day" does not appear to be defined in the Uniform Development Code, so by rules of statutory (and ordinance) construction, the phrase or term is to be given its plain, ordinary meaning. *Pulaski Cnty. Special School Dist. v. Lewis*, 2017 Ark. App. 264, at 7. A "working day" for Fayetteville City administrative offices also does not appear to be defined by the Fayetteville City Code, however, at least the Mayor's Office and the City Clerk Treasurer's Office publish their respective office hours as "Monday-Friday 8 a.m.-5 p.m." It appears from the time stamp of Ms. Marsh's email that she sent it 21 minutes after your office closed on August 28, the last day available to file the appeal. It is our position that the ordinary, plain meaning of "working day" means that part of the day when city offices are open to the public, in this case, from 8 a.m. to 5 p.m. The appeal is therefore untimely, and we object to the Council considering it.

I would also point out that the Housing Authority received no notice of this appeal when it was actually taken.

Thank you for your time and attention to this, ma'am.

James E. Crouch  
Charles L. Harwell  
Matthew L. Fryar  
Laura K. Ferner  
Ellen J. Tinnin  
Steven S. Zega †

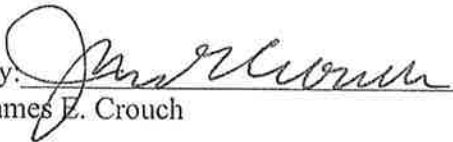
P.O. Box 1400 • 111 Holcomb Street  
Springdale, AR 72765-1400  
479-751-5222 tel • 479-751-5777 fax  
www.ccchlalaw.com  
szega@ccchlalaw.com

Courtney C. Crouch (1912-1975)  
James D. Cypert, Retired  
William M. Clark, Jr., Of Counsel

† Licensed in AR and OK

Sincerely,

CYPERT, CROUCH, CLARK & HARWELL, PLLC

By:   
James E. Crouch

cc: Honorable Lioneld Jordan, Mayor  
Kit Williams, Esq., City Attorney  
Members of the City Council

James E. Crouch  
Charles L. Harwell  
Matthew L. Fryar  
Laura K. Ferner  
Ellen J. Tinnin  
Steven S. Zega †

P. O. Box 1400 • 111 Holcomb Street  
Springdale, AR 72765-1400  
479-751-5222 tel • 479-751-5777 fax  
www.ccchlaw.com  
szega@ccchlaw.com

Courtney C. Crouch (1912-1975)  
James D. Cypert, Retired  
William M. Clark, Jr., Of Counsel

† Licensed in AR and OK





**Office of the City Clerk Treasurer**

Sondra E. Smith, City Clerk Treasurer

Lisa Branson, Deputy City Clerk

Phone: (479) 575-8323

cityclerk@fayetteville-ar.gov

**STAFF MEMO**

**TO:** City Attorney Kit Williams  
**FROM:** Sondra Smith, City Clerk Treasurer  
**DATE:** September 26, 2017  
**SUBJECT:** Office hours of the City Clerk Treasurer

*Sondra E. Smith*

---

The City Clerk Treasurer office hours, according to the City of Fayetteville website, are from 8:00 am to 5:00 pm, Monday through Friday. However, the City Clerk Treasurer office is normally open for business from 7:30 am until 5:30 pm to accommodate citizens, staff, and public meetings. We rarely close our office through the lunch hour or before 5:30 pm.

## CHAPTER 155: APPEALS

### Sections:

|               |                                                                 |
|---------------|-----------------------------------------------------------------|
| 155.01        | Circuit Court                                                   |
| 155.02        | Form/Time/Place                                                 |
| 155.03        | Stay                                                            |
| 155.04        | Alderman Appeal On Behalf Of Resident                           |
| 155.05        | Appeals From Planning Commission Decisions                      |
| 155.06        | Appeals From Staff Interpretations/Actions                      |
| 155.07        | Appeals To The Housing Board—Mobile Homes And Mobile Home Parks |
| 155.08        | Appeals From The Construction Board Of Adjustments And Appeals  |
| 155.09—155.99 | Reserved                                                        |

### 155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County. (Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

### 155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) *Appeals.* Appeals shall be submitted within ten (10) working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

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(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04)

**155.03 Stay**

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

**155.04 Alderman Appeal On Behalf Of Resident**

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5296, 12-15-09)

**155.05 Appeals From Planning Commission Decisions****(A) Appeals to City Council.**

- (1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.
  - (a) Annexation
  - (b) Rezoning
  - (c) Planned Zoning District
  - (d) Subdivision (preliminary plat, final plat, concurrent plat, lot split)
  - (e) Large scale development
  - (f) Vacation of utility easement, access easement, public right-of-way
  - (g) Commercial Design Standards
  - (h) Tree Preservation Plan
  - (i) Variances and waivers of the UDC
- (2) *Conditions of Approval.* An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request.* Three (3) aldermen, two (2) of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

**(B) All other decisions by the Planning Commission must be appealed to Circuit Court.**

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

## Williams, Kit

---

**From:** Pennington, Blake  
**Sent:** Wednesday, September 27, 2017 9:01 AM  
**To:** Williams, Kit  
**Subject:** FW: Morgan Manor Appeal

--

**Blake E. Pennington**  
Assistant City Attorney  
Tele: (479) 575-8313  
[bpennington@fayetteville-ar.gov](mailto:bpennington@fayetteville-ar.gov)

---

**From:** Pennington, Blake  
**Sent:** Tuesday, August 29, 2017 9:04 AM  
**To:** CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)>; Garner, Andrew <[agarner@fayetteville-ar.gov](mailto:agarner@fayetteville-ar.gov)>; Williams, Kit <[kwilliams@fayetteville-ar.gov](mailto:kwilliams@fayetteville-ar.gov)>  
**Cc:** Lynch, Rhonda <[rlynch@fayetteville-ar.gov](mailto:rlynch@fayetteville-ar.gov)>  
**Subject:** RE: Morgan Manor Appeal

Yes, the appeal was due by close of business on August 28 (10 working days after the final action of the planning commission on August 14). Since your office is open until 5:30 it was timely.

--

**Blake E. Pennington**  
Assistant City Attorney  
Tele: (479) 575-8313  
[bpennington@fayetteville-ar.gov](mailto:bpennington@fayetteville-ar.gov)

---

**From:** CityClerk  
**Sent:** Tuesday, August 29, 2017 8:24 AM  
**To:** Garner, Andrew <[agarner@fayetteville-ar.gov](mailto:agarner@fayetteville-ar.gov)>; Pennington, Blake <[bpennington@fayetteville-ar.gov](mailto:bpennington@fayetteville-ar.gov)>; Williams, Kit <[kwilliams@fayetteville-ar.gov](mailto:kwilliams@fayetteville-ar.gov)>  
**Cc:** Lynch, Rhonda <[rlynch@fayetteville-ar.gov](mailto:rlynch@fayetteville-ar.gov)>  
**Subject:** FW: Morgan Manor Appeal

Please see the attached appeal from Alderman Sarah Marsh which was emailed yesterday afternoon! Please let our office know if this was filed by the deadline and which agenda the appeal will be on.

Thanks,  
Lisa

---

**From:** Marsh, Sarah  
**Sent:** Monday, August 28, 2017 5:21 PM  
**To:** Smith, Sondra <[ssmith@fayetteville-ar.gov](mailto:ssmith@fayetteville-ar.gov)>; CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)>  
**Subject:** Morgan Manor Appeal

Sondra,

I have attached my letter of appeal for LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). It will need to be filed today.

Thank you,

**Sarah Marsh**, bARCH, LEED AP BD+C  
City Council Member, Ward 1, Position 2  
City of Fayetteville, Arkansas  
[ward1\\_pos2@fayetteville-ar.gov](mailto:ward1_pos2@fayetteville-ar.gov) | 479.799.0393





October 5, 2017

Honorable Mayor Lioneld Jordan  
Honorable City Council Members  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, Arkansas 72701

**Re: Morgan Manor - Phase II  
LSD #17-5775**

Dear Mayor Jordan and City Council Members:

I am writing to follow up regarding the City Council meeting the other night. As I stated during the meeting, I watched the video of your September 19<sup>th</sup> meeting and was very surprised by the number of allegations made against us and the Housing Authority and the amount of misinformation that was provided. An elected official should not be allowed to make disparaging comments and serious accusations during a televised public meeting without the accused having an opportunity to respond in a similar setting.

Councilman La Tour correctly stated that you were only hearing one side of the story and that the applicant should be given an opportunity to respond to what he referred to as “egregious allegations”. We thought that the October 3<sup>rd</sup> meeting was our opportunity to do just that and are disappointed that we were not given the chance to do so.

We strongly believe that minds have been poisoned against this project by misinformation that has circulated and are frustrated by the fact that no one seems interested in hearing the other side of the story.

As Mike Emery stated, the Housing Authority’s “primary goal is to provide safe, affordable housing to low-income families. We set forth on the Morgan Manor expansion with that at the forefront of our minds.”

If I had been allowed to complete my presentation the other night, I would have refuted every one of the allegations made, and answered all of the questions raised, during the September 19<sup>th</sup> City Council meeting, as follows:

- 1. The project was originally presented as a non-profit low-income housing development, but is really a private for-profit project and the applicant misrepresented the project against the advice of their attorney for their own financial gain. There was a lot of***

**32500 Telegraph Rd., Suite 222, Bingham Farms, MI 48025**

**Phone: (248) 203-0011**

**[www.RADConversions.com](http://www.RADConversions.com)**

**HUD Designated RAD Network Partner**

***misrepresentation of who this development group was and what their intentions were and who was going to profit and overall, it's just a bad deal for our City.***

Tax credit investors contribute cash to a project in exchange for federal tax credits and an allocation of depreciation losses. In this particular case, the tax credit investor would be contributing about \$5.3 million – representing over 60% of the total development costs. In order to maximize their contribution and benefits, the tax credit investor – which is usually a bank, a group of banks or an insurance company - becomes a 99.99% owner of a project and thereby receives 99.99% of the allocated tax credits and losses. The remaining .01% is owned by the managing member - which maintains control of the day to day operations and most major decisions. In this case, the Housing Authority formed a new entity called FHA Development, Inc. which was granted 501(c)3 status by the IRS on February 24, 2017. FHA Development, Inc. will effectively be the managing member for the project - and its Board has the same Directors as the Housing Authority. We presented this ownership structure to the Arkansas Development Finance Authority (ADFA) prior to submitting the tax credit application and they confirmed that this structure does indeed meet their requirements for a non-profit owner.

As for the financial gain to be recognized on this project, let me first say that at no time will RAD Conversion Specialists have an ownership interest in the project or receive any profits from the operation of the apartments.

Second, under the tax credit rules, the developer is entitled to earn a fee up to 15% of the net development costs. In order to maximize the scoring on the tax credit application, however, the fee for this project has been limited to 10% or \$750,000. RAD Conversion Specialists will receive 80% of the fee in exchange for taking on 100% of the risk by way of guaranteeing (i) construction completion; (ii) tax credit recapture; and (iii) operating deficits during the 15-year tax credit compliance period. The Housing Authority will not be required to sign any such guaranties and will receive 20% of the developer fee. In addition to these risks, our portion of the fee includes our expertise and oversight of the development process – including preparing the applications for the low-income housing tax credits and other funding sources, as well as finalizing the RAD conversion process through HUD - among other things. This process for Willow Heights started in 2016 and is expected to continue through at least the Summer of 2020.

Third, although the Housing Authority's non-profit will have only a .01% ownership interest, it will receive 90% of the cash flow from operations during the 15-year compliance period, and 100% of the cash flow thereafter. Further, the Housing Authority will always own the land, but will have a 99-year ground lease with the Owner Entity controlled by the Housing Authority's non-profit corporation.

Lastly, much has been made of a March 22<sup>nd</sup> email from Jim Crouch, the Housing Authority's attorney. In his email, Mr. Crouch doubted that the project owner qualified as a non-profit entity and questioned whether the funding sources qualified for exemption from the City's Impact Fees.



In his March 24<sup>th</sup> Memo, Mr. Williams recited the requirements for exemption, in part, as follows: “non-profit multi-family supportive housing funded wholly or primarily by Housing and Urban Development housing loans and similar programs designed to provide affordable multi-family supportive housing shall be exempted from payment of building permit fees”. He further stated that the Water, Sewer, Police and Fire Impact Fees all include the same language.

I explained to Mr. Crouch that the ownership structure meets ADFA’s and HUD’s requirements for non-profit ownership and that the requested \$1.5 million of HOME Funds from ADFA qualified as Housing and Development housing loans. Further, the low-income housing tax credit program is clearly “a similar program designed to provide affordable multi-family supportive housing”.

Melissa Terry presented Mr. Crouch’s email to Mr. Williams which, at least in part, resulted in Mr. William’s June 22<sup>nd</sup> Memo that withdrew this project’s exemption from the City’s Impact Fees. Unfortunately, the Housing Authority was not given the courtesy of a call or an opportunity to present information clarifying Mr. Crouch’s email prior to the release of his Memo.

In this new memo, Mr. William’s stated that “I believe that a for-profit entity will receive all of the rents from this project for the next 15 years”. As I’ve already said, this is simply not true and we presented additional information that supports our position to Mr. Williams during a meeting on June 29<sup>th</sup>.

There was no misrepresentation on the part of the Housing Authority or any member of the applicant team, but rather a lack of understanding about the tax credit program requirements and the specific terms of the Housing Authority’s agreement with their tax credit investor.

2. ***The Housing Authority had not complied with HUD Guidelines and the letter Mr. Williams received from HUD states that they did not violate HUD guidelines, but does not specifically state that they are in compliance with those guidelines, as well as the implication that the Housing Authority was required to inform HUD of its intention to sell the Willow Heights property, should have obtained an independent appraisal and should have offered the property for public bid.***

First, because the Housing Authority is converting its operating assistance under RAD, it is not required to follow HUD’s Section 18 demolition/disposition rules. RAD has its own rules regarding Transfer of Assistance from one site to another and the Housing Authority submitted all of the required information and received HUD approval on May 17, 2017 to transfer the Section 8 assistance from the Willow Heights site to the Morgan Manor site. Therefore, the Housing Authority did notify HUD of its intention to relocate the residents from Willow Heights to Morgan Manor and has received its approval to do so.

Second, the Housing Authority recently received an independent appraisal dated September 6<sup>th</sup> indicating a value of \$1,220,000 for the Willow Heights property, confirming that the \$1,250,000 Purchase Price negotiated for the property exceeds its Fair Market Value.

Third, HUD and its Office of General Counsel confirmed in an email dated July 19, 2017 that the Housing Authority “does not need to make public the availability of the property - as long as the proposed sale is an arms-length transaction and as long as the sales price is supported by a third-party appraisal.”

3. ***The Housing Authority should have completed a feasibility study to rehabilitate the Willow Heights Apartments instead of building new. The Housing Authority should rehab the existing units for \$2.1 million instead of spending \$8.6 million to build new units. The Housing Authority should build new units at the Willow Heights site instead of relocating the residents to Morgan Manor.***

First, the Housing Authority did obtain an independent Property Capital Needs Assessment from AEI Consultants in 2015 which identified an immediate need of almost \$2.2 million – but this does not include costs to bring the apartments up to current standards. Rather, it almost exclusively identified required major repairs - including \$285,000 for storm drainage; \$150,641 for additional retaining walls; \$400,000 for building envelope structural issues; \$74,778 for roof repairs or replacements; and \$102,000 for water supply piping. This cost estimate does not address the lack of air conditioning, energy efficient appliances and mechanical systems or the current lack of ADA accessibility. It also does not include a community building or a new playground and equipment – as proposed in the Housing Authority’s plan.

Second, the City’s Building and Safety Director, Mark Whitaker, directed his staff to make an independent investigation of the Willow Heights apartments and present their findings. In his July 17<sup>th</sup> letter, Mr. Whitaker stated that:

- a. the evaluation of Willow Heights mirrors the format of the AEI Report for immediate, short term and long term anticipated expenses. Its development included multiple field trips, inspecting the property and interviews with Housing Authority employees intimate with the property.
- b. City Staff projected line items and funds needed to update this site and be competitive with other developments. Some of the line items staff included that are new and/or have different unit prices from the AEI report are based upon probable implications of known factors – including asbestos abatement and foundation repairs.
- c. The letter states, “There is no question that there is a problem with building movement and that structural damage has occurred”.
- d. Mr. Whitaker further stated that “the total costs of the immediate and intermediate work needed are valued at \$4,448,563” and concluded that “the costs needed to upgrade the Willow Heights Fair Housing Complex are very comparable with the costs for new construction that would offer additional amenities not included with this analysis”.

As Deniece Smiley stated during the October 3rd meeting, the Housing Authority does not have sufficient capital funds to properly maintain Willow Heights and even if they did, investing \$2.2 million - or more - into the existing units is not in the long-term best interest of the Housing Authority or its residents.

Other important factors to consider if the Housing Authority were to rebuild on the Willow Heights site are demolition costs and the need for temporary relocation. Under the Uniform Relocation Act, the Housing Authority would be responsible for finding and paying for temporary housing, as well as all costs to move the residents twice. In addition to the significant additional expense, this would disrupt the lives of those residents unnecessarily.

Further – and this is very important - the proceeds from the sale of the Willow Heights property is an integral source of funds needed to construct the new apartment units at Morgan Manor. Rebuilding at the same location would eliminate this necessary funding source.

Lastly – and most importantly - ADFA has a very strict cap on Total Development Costs (TDC's) of \$151,000 per unit. If a project's TDC's exceed this amount, ADFA will not even consider the tax credit application. Adding the demolition, asbestos abatement and relocation costs to our current budget of \$149,138 per unit would put the project over this limit and make it ineligible for the tax credits.

For all these reasons and more, rebuilding at Willow Heights is simply not practical.

4. ***Concern about connectivity to downtown, essential services and to Washington Elementary School.***

There was some discussion about this during Tuesday's meeting, but the following bears repeating.

First, I personally called the school bus depot and spoke to Dr. Rick McWhorter, Routing Coordinator, and, while he did confirm that the busses do not travel on Washington Avenue, he said there's currently a stop at 12<sup>th</sup> Street and S. College Avenue – one block west of Washington - which is serviced by continuous sidewalks. He also said that a new stop could be added at S. Wood Avenue and McClinton after the new apartments are completed – which would be even closer. Further, despite comments to the contrary, the Morgan Manor site is connected by continuous sidewalks on Washington and Wood Avenues up to 7<sup>th</sup> Street, and then to College Avenue and into downtown.

Second, the increased distance from Morgan Manor to most of the essential services is ½ mile or less and many amenities are closer to Morgan Manor than to Willow Heights. My understanding is that the Morgan Manor site has closer access to the Ozark Regional Transit system – with the closest stop just one block from the site.

For example, according to Google Maps:

- The Walmart neighborhood market is 1.1 miles from both sites.
- The public library is .4 miles further from Morgan Manor.
- The farmer's market is ½ mile further from Morgan Manor.
- The Jefferson Center is ½ mile from both sites.
- Walker Park is .7 miles closer from Morgan Manor.
- The Senior Center is .4 miles closer from Morgan Manor.
- Frisco Trail is .6 miles closer from Morgan Manor.
- Walgreens is .8 miles from both sites.
- The high school is 1.4 miles from both sites.
- Washington Elementary is ½ mile further from Morgan Manor.

The claim that the Willow Heights' residents would somehow be put in imminent danger by moving to Morgan Manor is a stretch, at best. And it's not as if the Willow Heights site is without its own pedestrian challenges.

5. ***There was a lack of appropriate public process that was followed and the Housing Authority should have solicited input from residents prior to the property being under contract for sale. There were also specific statements that "the process was absolutely flawed" and that "a very at-risk population was not included in the decision about what was going to happen to their dwelling units."***

First, HUD requires that the Housing Authority hold at least two resident meetings to explain their plan and the potential impact on the residents prior to submitting a RAD application. These meetings were held as required – in addition to regular monthly meetings that the residents are encouraged to attend.

Second, the Housing Authority holds televised public meetings every month and the project was discussed at several of those meetings over the past two years or longer. The sale of the Willow Heights property was discussed at 2 or 3 of the meetings prior to submitting the tax credit application in April. The process is very transparent.

Further, the residents were included in the decision. In fact, the Housing Authority has received petitions from 90% of the households that were able to be contacted that support their plan to relocate them to new units at Morgan Manor.

Finally, Councilwoman Marsh's inflammatory statement that she reviewed the documentation obtained through a FOIA request and was "shocked at the negligence that was witnessed there" cannot go unchecked. I assure you that there was no negligence on the part of the Housing Authority or any team member and I challenge Ms. Marsh to provide evidence supporting her baseless claim.

The Housing Authority's decision to sell the Willow Heights property and to relocate the residents to newly constructed apartments on vacant land they already own at Morgan Manor is a sound, thoughtful and responsible plan and is in the best long-term interests of the Housing

Authority and the Willow Heights' residents. Without an award of the low-income housing tax credits and cooperation from the City, the residents of Willow Heights will be forced to remain in substandard housing, or worse – will lose their homes when they become uninhabitable. According to Mike Emery, the facilities at Willow Heights are on life-support right now and it's not a question of "if" but "when" they will become uninhabitable. Without the planned construction at Morgan Manor, the Housing Authority will have no suitable location for these residents.

The question was raised during the September 19<sup>th</sup> meeting about whether the project is still on the table since the tax credits were not approved. The answer is – Absolutely! We plan to submit a new tax credit application early next year, but expected changes to ADFA's Qualified Allocation Plan may require changes to our unit count and mix.

If I had been allowed to complete my presentation, I would have also said that either way the vote goes, we look forward to working alongside the Housing Commission and the City to employ all available resources to prepare a plan that is financially feasible and that the City can support.

A successful tax credit application and development proposal will require assistance and cooperation from the City, including exemption from the City's Impact Fees and a cost sharing arrangement for required improvements to S. Wood Avenue. We look forward to further discussions regarding this, including solutions to the frequent flooding in the area and the potential extension of S. Wood Avenue to 15<sup>th</sup> Street.

We all have the same goal of providing quality, affordable and safe housing for the Housing Authority's residents and we look forward to achieving this goal together.

Please contact me at 248.221.2911 or [egold@slavikenterprises.com](mailto:egold@slavikenterprises.com) if you have any questions or would like additional information.

Sincerely,  
RAD CONVERSION SPECIALISTS, LLC



Eric A. Gold, Principal

P.S. I provided a brief overview of the Rental Assistance Demonstration (RAD) Pilot Program Tuesday night. I've attached a very well written article that describes the current state of public housing and the importance of RAD as a solution to the challenges facing Housing Authority's throughout the country. I sincerely hope that you will take the time to read it.

cc: Kit Williams  
Fayetteville Housing Authority  
Fayetteville Planning Commission





# Trump's plan to cut public housing is a mistake for America

BY ORLANDO CABRERA, OPINION CONTRIBUTOR - 06/20/17 11:20 AM EDT

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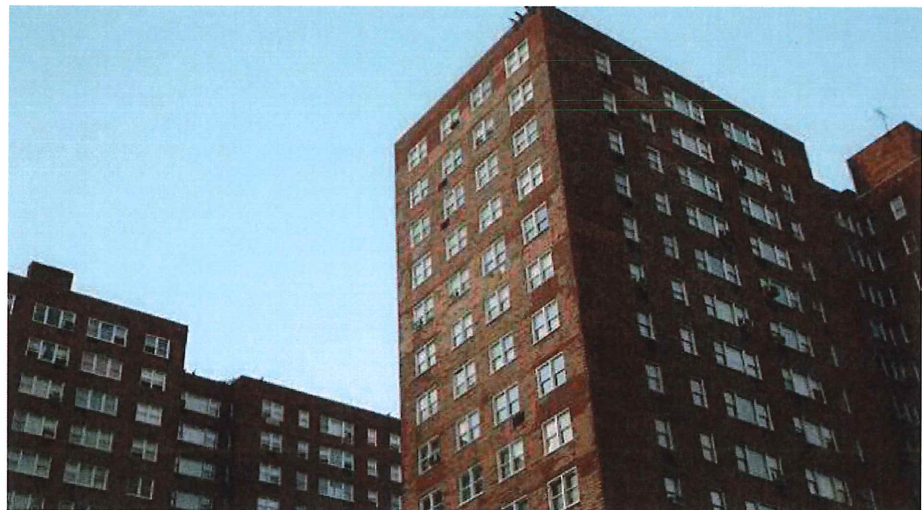
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The 2018 budget that President Trump proposed serves as the starting point for negotiations about programs central to our nation's success.

While funding increases for security and defense are understandable given our nation's security needs, the budget unnecessarily burdens low-income families by ignoring our nation's severe affordable housing shortage and offering no valid policy reasons for its lack of financial support for housing.

As Assistant Secretary for Public and Indian Housing under President George W. Bush's administration, I oversaw the nation's more than 4,000 public housing authorities.

Public housing is an invaluable and long-ignored national asset that desperately needs Congress's support in order to continue to change and better serve our nation's communities.

Yet the Trump administration's budget proposes cuts of \$1.9 billion to the operating and capital funds of public housing agencies nationwide, which will effectively cripple these agencies and shutter thousands of units that currently serve the poor.

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More than 2.6 million Americans call public housing home. Most of its residents have an average annual household income of \$14,600, far too little to afford an apartment nearly anywhere in the country. Public housing mostly houses the elderly, disabled, and families with children.

Only one in four households eligible for housing assistance actually receives it. Eleven million American households spend more than half of their income on rent and that number continues to grow with each passing year.

They are all Americans.

Our nation's public housing has long been desperately underfunded and we continue to fall far short of providing enough affordable housing for those who need it most. This limited housing funding actually places a greater long-term financial burden on the taxpayer because it causes inefficiencies in the delivery of other services like healthcare and food.

In other words, the [proposed \\$6 billion budget cut](#) to all programs at the Department of Housing and Urban Development is not just disheartening — it will make it more expensive for the taxpayer to serve our nation's communities.

Despite our nation's obvious housing needs, our public housing throughout our country is crumbling. Essentially, with each passing year, Congress is letting hundreds of billions of dollars of property slowly decay instead of using public housing as a foundation stone for the effective delivery and monitoring of federal services to the elderly, disabled, and poor.

If the President's budget were to be adopted, we would experience the single biggest budget-driven deliberate loss of an essential federally created public asset in our nation's history.

The greatest shame is not only the loss of financial support but also the lost opportunity to conscript the private sector in an effort to improve how we serve Americans who most need supportive services, healthcare, and food.

Most of our nation's public housing was built between the late 1930s and the 1960s and is desperately in need of capital repair — at least \$26 billion worth, according to HUD's now nearly decade-old estimates. Tens of thousands of public housing apartments are lost each year simply because there is insufficient money appropriated to maintain those units and no money to refurbish them.

The Trump administration's cuts make that burden remarkably worse. Each lost unit means one more family or person struggling to pay rent and closer to homelessness.

For the sake of some kind of progress, let's assume that Congress unwisely cuts public housing operating and capital funds as the Trump administration proposes.

If that were to occur, then Congress should, at the very least, help public housing agencies convert their public housing stock to the public private model as soon as possible and it already has created the vehicle to do just that. Congress created [HUD's Rental Assistance Demonstration program](#) in 2012 and it has been a remarkable success.



RAD provides a powerful solution that helps address public housing's capital needs at minimal taxpayer expense. RAD allows public housing agencies to convert their public housing units from public housing to one of two forms of Section 8 housing assistance while receiving much needed capital investment from the private sector in order to address those significant capital needs. Public housing agencies and their private sector partners leverage other sources of funding after such conversion to rehabilitate their properties so they are again livable, affordable homes serving Americans who desperately need housing.

Close to 60,000 public housing apartments have received capital investment from the private sector through public-private partnerships made possible by RAD, simultaneously preserving those units and also creating more than 70,000 jobs. RAD is a proven positive investment in helping transform our low-income communities.

An \$8 million dollar annual appropriation to RAD has resulted in over \$2 billion in capital investment for public housing since 2012. By any measure, RAD is an impressive success. A better investment for our nation would be to appropriate sufficient funds to finance the gap in funding that would spur the continued conversion of public housing to affordable housing capitalized by the private sector.

Congress should appropriate those resources that help public housing agencies partner with the private sector. Once those conversions occur, public housing agencies would rely less on public housing funding from Congress and assure affordability for public housing residents for decades to come.

Congress took an important step earlier this month by expanding RAD. Up to 225,000 public housing apartments will now be able to participate in the RAD demonstration effort, which will cover all of those for which the need for RAD has already been identified.

Absent adequate public housing funding, lifting the RAD cap altogether and incentivizing the conversion of public housing to the public-private model is the most sensible policy from both the residents' and the public housing agencies' perspective.

Whether one is a Republican or Democrat, no one should stand in the way of common sense or progress. We should support and expand RAD because it costs the government nearly nothing and leverages billions in capital that allow dilapidated public housing to once again provide Americans with quality, affordable homes — all the while converting those units out of the long-troubled model of Congressional funding for public housing.

Public-private partnerships like RAD only work when the government fulfills its end of the deal. If there are significant cuts to public housing then Congress must maintain Section 8 funding, both in the Housing Choice Voucher and project-based Section 8 programs.

Otherwise, the financing solution we've already invested in might collapse, thrusting the elderly, veterans, and families into homelessness. Congress must support RAD by supporting RAD public housing conversions and the Section 8 program in order to assure the preservation of affordable homes for Americans who need them.

*Orlando Cabrera served as assistant secretary for Public and Indian Housing under President George W. Bush.*



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0532

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** First Reading

**In Control:** City Council Meeting

**File Type:** Ordinance

**Agenda Number:** B. 2

### **SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 **SMALL CELL FACILITIES AND NETWORKS** INTO CHAPTER 110: **TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS**

**WHEREAS**, the City has been approached by multiple telecommunications providers who are interested in erecting small cell facilities throughout the City to provide services to Fayetteville residents; and

**WHEREAS**, it is necessary to balance the importance of ensuring residents have access to this important technology, the providers' interest in having a streamlined, consistent and fair procedure and fees to install and maintain the facilities, and the interest of the City and residents in responsibly managing the use of the public rights of way and minimizing the aesthetic impact of small cell facilities.

**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 enacts § 110.03 **Small Cell Facilities and Networks** in Chapter 110: **Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks** of the **Fayetteville Code** as shown in Exhibit "A" attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2017-0532

Legistar File ID

10/3/2017

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

Susan Norton

9/18/2017

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Administration recommends approval of the attached ordinance for the implementation process for small cell communications facilities within the City of Fayetteville.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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 OCTOBER 3, 2017**

**TO:** Mayor and City Council  
**THRU:** Don Marr, Chief of Staff  
**FROM:** Susan Norton, Communications Director  
**DATE:** 9/18/17  
**SUBJECT:** **Small Cell Ordinance**

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**RECOMMENDATION:**

The Mayor's Administration recommends approval of the Small Cell Facilities Ordinance. An internal team made up of Administration, Development Services, Information Technology staff and City Attorney's office spent several months reviewing recently enacted ordinances and statutes from a number of cities and states across the region, looking for what would be the best fit for Fayetteville.

**BACKGROUND:**

Over the past several months, the City has been approached by at least 5 providers who are interested in erecting small cell facilities to provide telecommunications services to the citizens of Fayetteville. City staff have met with these providers to review draft language for the ordinance that we now propose.

**DISCUSSION:**

There are four primary issues to be considered as we implement this new technology in our city:

1. Providing a streamlined application window that enables providers to proceed to implementation while creating procedures for existing staff to establish criteria for review and a process to facilitate approvals.
2. Ensuring that the city's right-of-way management remains with the city.
3. Ensuring that the aesthetics of the small cell facilities are consistent with city design principles and do not clutter the landscape.
4. Coming up with fair and reasonable application and annual lease fees.

We ultimately chose an ordinance from Overland Park, Kansas as our model and then the City Attorney's office helped craft the language to fit within our existing code. Some issues we found needed to be addressed with respect to the types of technologies that may be implemented, including but not limited to: types of new pole installations (standard wood poles or stealth, such as facilities hidden within lightpoles); types of structures that may be attached to city owned assets (traffic signals) or utility company

poles and how they may be camouflaged; both ensuring and limiting distances between licensees or pole operators so the installations would not be crowded nor would they impede equal opportunity for the carriers to support their networks; and “pole standards,” to help maintain consistency in attachments.

We recognize that there are certain technologies that should have access to the public rights of way but can not be required to enter into a franchise agreement, which is why we established this new section of code 110.03 Small Cell Facilities and Networks.

**BUDGET/STAFF IMPACT:**

None

# EXHIBIT A

## 110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

- (1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.
- (2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:
  - (a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:
    1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
    2. A high capacity signal transport medium that is connected to a central communications hub site; and
    3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.
  - (b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:
    1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
    2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.
  - (c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- (6) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- (7) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- (8) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- (9) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange carriers or businesses that install small cell facilities on behalf of telecommunications providers.



- (10) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.
- (B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.
- (C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.
- (D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.
- (E) Administrative Approval of Co-Located Facilities. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:
- (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.
    - (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.
    - (b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than five (5) feet from the façade of the building.
  - (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such

capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.

- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) The applicant must submit a letter of intent indicating the intent and agreement to allow colocation of facilities.
- (5) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (6) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (7) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.

- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.
- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
- (a) Provide a map of the geographic area that your project will serve;
  - (b) Provide a map that shows other existing or planned facilities that will be used by the telecommunications provider who is making the application;
  - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
  - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;
  - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;

- (f) Describe your efforts to co-locate your facility on existing structures, one of the poles or towers that currently exists, or is under construction. The applicant should demonstrate a good faith effort to co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to provide for co-location. Such good faith effort includes:
    - 1. A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;
    - 2. Contact with all other telecommunications providers;
    - 3. Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and
    - 4. Letter from tower or pole owner stating why co-location is not feasible.
  - (g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.
- (8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:
  - (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
  - (b) Applicant shall submit any supplemental documentation and information to the City.
  - (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
  - (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
  - (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.
- (G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit.
- (H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. . Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value

of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities.

- (I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.
- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0508

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Tabled

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** B. 3

### **2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby adopts the 2018-2022 Five-Year Capital Improvements Plan, a copy of which is attached to this Resolution as and incorporated herein.

City of Fayetteville Staff Review Form

2017-0508

Legistar File ID

10/3/2017

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

Kevin Springer

9/14/2017

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION ADOPTING THE PROPOSED 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:





**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Paul A. Becker, Chief Financial Officer

**FROM:** Kevin Springer, Budget Director

**DATE:** September 14, 2017

**SUBJECT:** **Proposed 2018-2022 Capital Improvements Plan**

---

**RECOMMENDATION:**

Consider the proposed 2018-2022 Five Year Capital Improvements Plan for adoption at the October 3, 2017 City Council Meeting.

**BACKGROUND:**

The CIP is an essential mid-term planning tool used by Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the City Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget, it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure.

**DISCUSSION:**

The proposed 2018-2022 Five Year Capital Improvement Plan will be considered for adoption at the October 3, 2017 city Council meeting.

**BUDGET/STAFF IMPACT:**

The CIP only becomes an appropriation authorized for expenditure once it is approved in the annual budget.

**Attachments:**

Proposed 2018-2022 Five Year Capital Improvements Plan

**Proposed  
Five Year Capital  
Improvements Plan  
2018-2022**



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

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# **CITY OF FAYETTEVILLE**

## **2018 – 2022**

### **Capital Improvements Plan**

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#### **Compiled by:**

Kevin Springer, Budget Director  
Barbara Fell, Senior Research Analyst  
Liz Hutchens, Financial Analyst

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**CITY OF FAYETTEVILLE, ARKANSAS  
2018-2022 CAPITAL IMPROVEMENTS PROGRAM**

**TABLE OF CONTENTS**

|                                            | <u>PAGE(S)</u> |
|--------------------------------------------|----------------|
| <b>INTRODUCTION</b>                        |                |
| Letter of Transmittal .....                | I-III          |
| Program Directional Information.....       | IV-V           |
| CIP Project Cost Table .....               | VI             |
| CIP Resolution .....                       | VII            |
| <br><b>PROJECT SUMMARY</b>                 |                |
| Summary of Project Requests.....           | 1-11           |
| <br><b>STREET FUND PROJECTS</b>            |                |
| Transportation Improvements:               |                |
| Project Details .....                      | 13             |
| Facility Improvements:                     |                |
| Project Details .....                      | 14             |
| <br><b>PARKING FUND PROJECTS</b>           |                |
| Parking Improvements:                      |                |
| Project Details .....                      | 15-21          |
| <br><b>PARKS DEVELOPMENT FUND PROJECTS</b> |                |
| Parks & Recreation Improvements:           |                |
| Project Details .....                      | 23             |
| <br><b>IMPACT FEE FUND PROJECTS</b>        |                |
| Fire Improvements:                         |                |
| Project Details .....                      | 25             |
| Police Improvements:                       |                |
| Project Details .....                      | 26             |
| Water & Sewer Improvements:                |                |
| Project Details .....                      | 27-28          |

**SALES TAX CAPITAL IMPROVEMENTS FUND PROJECTS**

|                                      |       |
|--------------------------------------|-------|
| Animal Services Improvements:        |       |
| Project Details .....                | 29    |
| Bridge and Drainage Improvements:    |       |
| Project Details .....                | 30-32 |
| Facilities Management Improvements:  |       |
| Project Details .....                | 33-35 |
| Fire Improvements:                   |       |
| Project Details .....                | 36-40 |
| Information Technology Improvements: |       |
| Project Details .....                | 41-50 |
| Library Improvements:                |       |
| Project Details .....                | 51-52 |
| Media Services Improvements:         |       |
| Project Details .....                | 53-56 |
| Miscellaneous Capital Improvements:  |       |
| Project Details .....                | 57    |
| Other Capital Improvements:          |       |
| Project Details .....                | 58-60 |
| Parks & Recreation Improvements:     |       |
| Project Details .....                | 61-69 |
| Police Improvements:                 |       |
| Project Details .....                | 70-88 |
| Street Improvements:                 |       |
| Project Details .....                | 89    |
| Trail Improvements:                  |       |
| Project Details .....                | 90    |
| Transportation Improvements:         |       |
| Project Details .....                | 91-95 |

**WATER & SEWER FUND PROJECTS**

|                                      |         |
|--------------------------------------|---------|
| Wastewater Treatment Improvements:   |         |
| Project Details .....                | 97-102  |
| Water & Sewer Improvements:          |         |
| Project Details .....                | 103-109 |
| Water & Sewer Services Improvements: |         |
| Project Details .....                | 110-116 |



**RECYCLING & TRASH COLLECTION FUND PROJECTS**

Recycling & Trash Collection Improvements:

Project Details ..... 117-128

**AIRPORT FUND PROJECTS**

Aviation Improvements:

Project Details ..... 129-132

**SHOP FUND PROJECTS**

Vehicles & Equipment:

Project Details ..... 133-141

Facility Improvements:

Project Details ..... 142

**UNFUNDED PROJECTS**

Project Summary ..... 143-144

Project Details ..... 145-172

**CAPITAL PROJECTS OPERATING IMPACTS** ..... 173-180

**APPENDIX**

Listing Of Acronyms ..... 181-182

Project Index ..... 183-186

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October 3, 2017

Mayor Lioneld Jordan, Members of the City Council and  
Citizens of Fayetteville

It is my pleasure to present the Proposed 2018-2022 Capital Improvements Plan (CIP) for the City of Fayetteville. The City began this very important CIP process in 1988 to provide a focused plan that identifies the City's infrastructure and capital needs and also identifies the funding to meet those needs.

#### CIP Purpose

The CIP is an essential mid-term planning tool used by the City of Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure by the City Council.

#### What is Included in the CIP

The financial policy of the City is to address the majority of capital needs on a pay as you go basis utilizing current revenue. Major capital programs which are too large to address with current revenue streams must be accommodated through the use of bond issues. Capital programs funded by previous bond issues such as the Street Bond Program are, therefore, not included in this CIP. Similarly, grant funded programs are not included. Approval for and appropriation of funds for these programs are done by the City Council upon acceptance of the grant or authorization of the bond issue.

The comprehensive CIP includes projects funded by several funds within the fund structure of the City most of which are restricted by use such as the Water & Sewer Fund, Recycling & Trash Collection Fund, Street Fund and Shop Fund. Balances in these funds must be used for specific purposes. In contrast the Sales Tax Capital Fund is not restricted as to purpose and can be used in a more discretionary manner for general governmental purposes pursuant to the controlling ordinance.

## Summary of CIP by Project Area-All Funds

The table provides a summary by project area of the comprehensive Capital Improvement Program for all funds for 2018-2022. It is estimated that a total of \$112,004,000 will be required for that period. The largest portion of required capital (\$34,890,000) can be attributed to water and sewer renovation and rehabilitation. Approximately \$24,316,000 will be needed to keep the transportation, street, and trail improvement programs at its current level. These two components account for 52.9% of the total comprehensive CIP.

### CITY OF FAYETTEVILLE, ARKANSAS CAPITAL IMPROVEMENTS PLAN (2018-2022) By Project Area – All Sources

| Project Area           | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 | Projected<br>2021 | Projected<br>2022 | Total<br>2018-2022 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Bridge & Drainage      | \$ 610,000        | \$ 410,000        | \$ 460,000        | \$ 460,000        | \$ 460,000        | \$ 2,400,000       |
| Information Technology | 960,000           | 499,000           | 374,000           | 597,000           | 429,000           | 2,859,000          |
| Other                  | 41,000            | 95,000            | 32,000            | 56,000            | 8,000             | 232,000            |
| Library                | 506,000           | 447,000           | 747,000           | 746,000           | 682,000           | 3,128,000          |
| Parks & Recreation     | 992,000           | 1,653,000         | 1,034,000         | 1,121,000         | 1,171,000         | 5,971,000          |
| Media Services         | 169,000           | 107,000           | 47,000            | 72,000            | 72,000            | 467,000            |
| Parking                | 212,000           | 101,000           | 150,000           | 164,000           | 158,000           | 785,000            |
| Public Safety          | 1,850,000         | 2,357,000         | 2,751,000         | 2,747,000         | 2,803,000         | 12,508,000         |
| Recycling/Trash        | 875,000           | 410,000           | 879,000           | 295,000           | 681,000           | 3,140,000          |
| Street                 | 100,000           | 100,000           | 100,000           | 100,000           | 100,000           | 500,000            |
| Trail                  | 1,500,000         | 1,500,000         | 1,500,000         | 1,500,000         | 1,500,000         | 7,500,000          |
| Transportation         | 3,356,000         | 3,240,000         | 3,240,000         | 3,240,000         | 3,240,000         | 16,316,000         |
| Aviation               | 213,000           | 58,000            | 98,000            | 68,000            | 18,000            | 455,000            |
| Facility Improvements  | 537,000           | 693,000           | 567,000           | 426,000           | 534,000           | 2,757,000          |
| Vehicles & Equipment   | 3,560,000         | 3,972,000         | 3,920,000         | 3,927,000         | 2,717,000         | 18,096,000         |
| Water & Sewer          | 7,785,000         | 6,630,000         | 6,845,000         | 6,820,000         | 6,810,000         | 34,890,000         |
| Total                  | \$ 23,266,000     | \$ 22,272,000     | \$ 22,744,000     | \$ 22,339,000     | \$ 21,383,000     | \$ 112,004,000     |

## Summary of CIP Sales Tax Capital by Project Category

The Sales Tax Capital Fund is funded through the use of a portion of a one cent sales tax that is also allocated to general fund operations. Forty percent (40%) of the revenue of this sales tax is used to fund the Sales Tax Capital Fund and 60% is allocated to the General Fund for operations. The fund constitutes approximately 41.0% of the total CIP.

The following table provides a summary of project categories to be funded by the Sales Tax Capital Improvement Fund.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PLAN (2018-2022)  
Sales Tax Capital Improvements Funding – By Project Category

| Project Category       | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 | Projected<br>2021 | Projected<br>2022 | Total<br>2018-2022 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Bridge & Drainage      | \$ 610,000        | \$ 410,000        | \$ 460,000        | \$ 460,000        | \$ 460,000        | \$ 2,400,000       |
| Facility               | 477,000           | 637,000           | 515,000           | 366,000           | 474,000           | \$ 2,469,000       |
| Fire                   | 980,000           | 1,152,000         | 1,710,000         | 1,580,000         | 1,820,000         | \$ 7,242,000       |
| Information Technology | 960,000           | 499,000           | 374,000           | 597,000           | 429,000           | \$ 2,859,000       |
| Library                | 506,000           | 447,000           | 747,000           | 746,000           | 682,000           | \$ 3,128,000       |
| Media Services         | 169,000           | 107,000           | 47,000            | 72,000            | 72,000            | \$ 467,000         |
| Other Capital          | 41,000            | 95,000            | 32,000            | 56,000            | 8,000             | \$ 232,000         |
| Parks & Recreation     | 203,000           | 372,000           | 122,000           | 121,000           | 171,000           | \$ 989,000         |
| Police                 | 666,000           | 980,000           | 809,000           | 927,000           | 727,000           | \$ 4,109,000       |
| Street                 | 100,000           | 100,000           | 100,000           | 100,000           | 100,000           | \$ 500,000         |
| Trail                  | 1,500,000         | 1,500,000         | 1,500,000         | 1,500,000         | 1,500,000         | \$ 7,500,000       |
| Transportation         | 2,976,000         | 2,860,000         | 2,860,000         | 2,860,000         | 2,860,000         | \$ 14,416,000      |
| Total                  | \$ 9,188,000      | \$ 9,159,000      | \$ 9,276,000      | \$ 9,385,000      | \$ 9,303,000      | \$ 46,311,000      |

It should be noted that approximately 49% of this fund is allocated to transportation improvements. Over \$11,000,000 or 23.7% is allocated to Police and Fire for the replacement and expansion of equipment and apparatus. Almost \$8,000,000 is anticipated to be allocated to the trails program.

This CIP includes information technology investments of \$2.86 million which will support needed technology improvements in the future. Also included is funding for an improved work order, permits, and inspections system to enhance the Development Services Department.

#### Development of the CIP

The CIP was developed by City Administration to address identified capital needs for the period, 2018-2022, within existing revenue. Direction to City staff has also been provided by the City Council through oversight committees specifically the City Council Street and Water & Sewer Committees. Input has also been provided by various advisory committees and boards.

Also note, \$124,078,000 in necessary future projects have been identified that as of now, cannot be funded.



Paul A. Becker  
Finance Director

**CITY OF FAYETTEVILLE, ARKANSAS**  
**CAPITAL IMPROVEMENTS PROGRAM DIRECTIONAL INFORMATION**

Introduction

The Capital Improvements Program (CIP) for the City of Fayetteville examines the infrastructure and capital needs of the City for the next five years. The CIP will be reviewed and updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The CIP should be considered as a major policy tool for the Mayor and City Council.

Capital Improvement Policy

The CIP is approached as a valuable tool to be used in the development of responsible and progressive financial planning. The program is developed in accordance with the financial policies of the City. The policies and the CIP form the basis for making various annual capital budget decisions and support the City's continued commitment to sound, long-range financial planning and direction. The City's official Capital Improvements Policy is as follows:

- The City will prepare a biennial update of a five year CIP, which will provide for the orderly maintenance, replacement, and expansion of capital assets.
- The CIP will identify long-range capital projects and capital improvements of all types, which will be coordinated with the annual operating budget to maintain full utilization of available sources.
- When preparing the CIP, the City will seek to identify all viable capital projects and capital improvements required during the subsequent five year period. These projects and improvements will be prioritized by year and by funding source. Every attempt will be made to match projects and improvements with available funding sources. Future operating costs associated with a project or an improvement will also be given consideration in the establishment of priorities.
- The City will seek Federal, State, and other funding to assist in financing capital projects and capital improvements.
- The City will incorporate the reasonable findings and recommendations of the City's Boards, Commissions, Committees, and Citizens' task forces as they relate to capital projects and improvements.
- The City will seek input on the establishment of projects and project priorities from the public by holding hearings.

### What Projects Are in the CIP

Projects and their cumulative component areas totaling \$10,000 or more should be included in the CIP. Projects costing less than \$5,000 are not considered capital and are funded through program operating budgets.

Projects in the CIP can include:

- obligations for labor and materials and contractors involved in completing a project
- acquisition of land or structures
- engineering or architectural services, professional studies, or other administrative costs
- expenses for city vehicles and equipment
- renovating or expanding city facilities, grounds, or equipment

### Financing

The City finances capital improvements on essentially a pay-as-you-go basis utilizing revenue from the 1% City sales tax originally adopted in 1993, the 1% Parks Development (Hotel, Motel, Restaurant) sales tax adopted in 1996, and operating revenues from the Airport, Shop, Water & Sewer, and Recycling & Trash Collection funds. The 1% City Sales Tax revenue is divided between General Fund operations and capital. The current split for 2018, which began with the 2008 budget, is 60% for General Fund and 40% for Sales Tax Capital Improvements Fund. Until 2008, the split as established in 2003 was equal. Prior to June 2003, the revenue was divided 75% for Sales Tax Capital Improvements Fund and 25% for General Fund. In addition, long-term debt is considered and utilized only when the City faces a project that is of such importance and sufficient financial magnitude as to warrant a bond issue.

The CIP is not a financing document in and of itself. Rather, the CIP is utilized as a planning document that places projects in the annual budget whereby funds are appropriated for them by the City Council. Prior to actual initiation of project work, required contracts are presented to the Mayor or City Council, as appropriate, for final approval of expending funds.



### Project Cost Determination

All projects are costed using a "Basis of Cost Estimate" table that provides the estimated basis used for the requested funds. If two or more basis of cost estimates is used to calculate a funding request, the estimate that represents the majority of the estimated funds is used.

| <b>Basis of Cost Estimate Table for CIP 2018-2022</b> |
|-------------------------------------------------------|
| Cost of Comparable Facility or Equipment              |
| Rule of Thumb Indicator, Unit Costs                   |
| Cost Estimated by Engineer, Architect, or Vendor      |
| Preliminary Estimate                                  |
| Ball Park "Guesstimate"                               |

### Priority Selection of Projects

The CIP will rely on priorities defined by the Mayor, City Council, community, and City staff. As always, criteria such as government imposed mandates, usefulness to the community, and impact on operational expenses will be reviewed in establishing priorities. A priority is assigned to each project by year and by funding source. Projects for which no funding is anticipated to be available will be placed on an "Unfunded Projects List," which will identify the cost of the project. This list identifies the project as being viable, but one for which no funding is presently available. Unfunded projects may be funded if actual revenue is above projected revenue, if costs on funded projects are below budget, or if another funding source is identified.

The Parks and Recreation Advisory Board, Airport Board, City Council Street Committee, City Council Water & Sewer Committee, and City Council Equipment Committee meetings all provide committee and public input and guidance regarding parks, streets, bridge and drainage improvements, water and sewer improvements, and equipment purchases planned for the next five years.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION ADOPTING THE PROPOSED 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adopts the Proposed 2018-2022 Five Year Capital Improvements Plan. A copy of 2018-2022 Five Year Capital Improvements Plan, marked Exhibit "A" is attached hereto and made a part hereof.

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

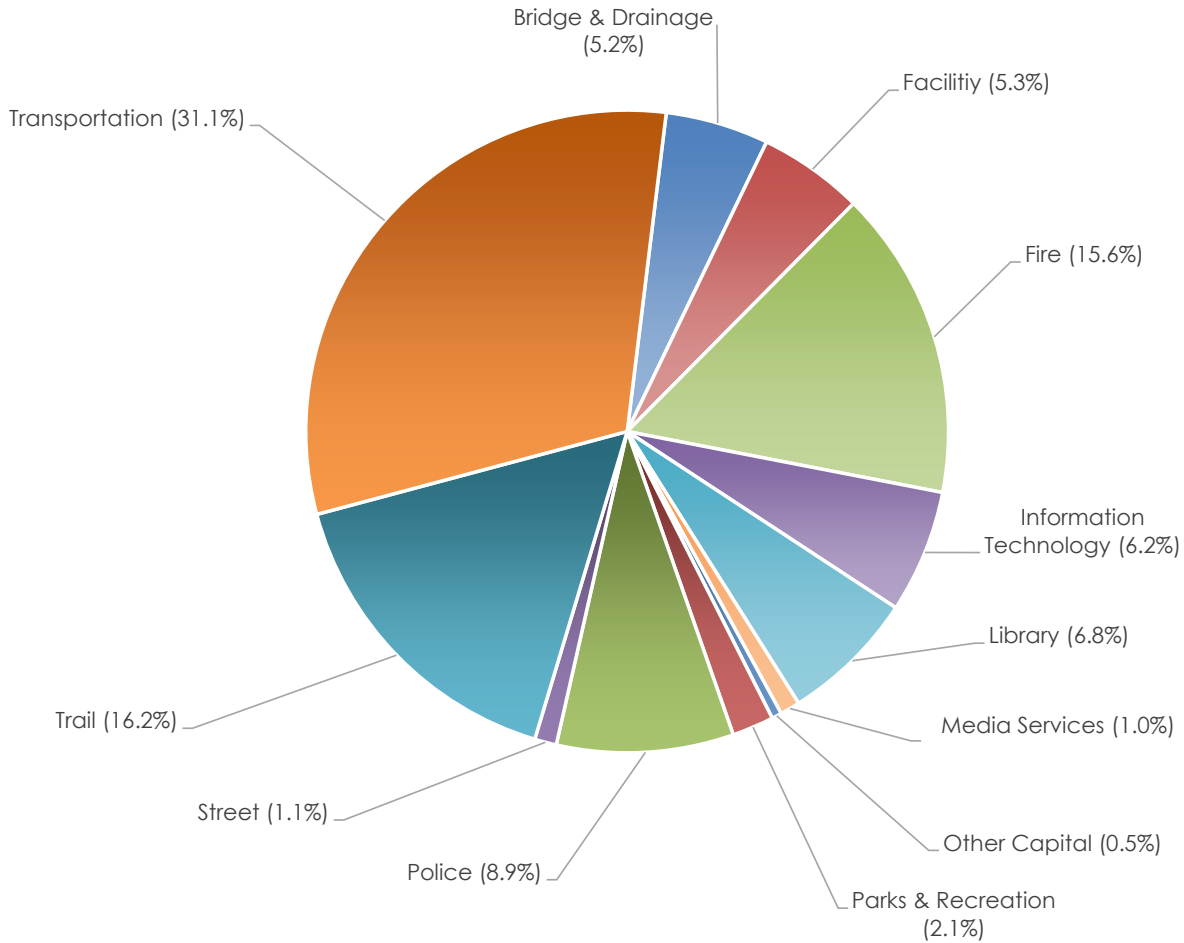
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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Summary of Project Requests - All Sources

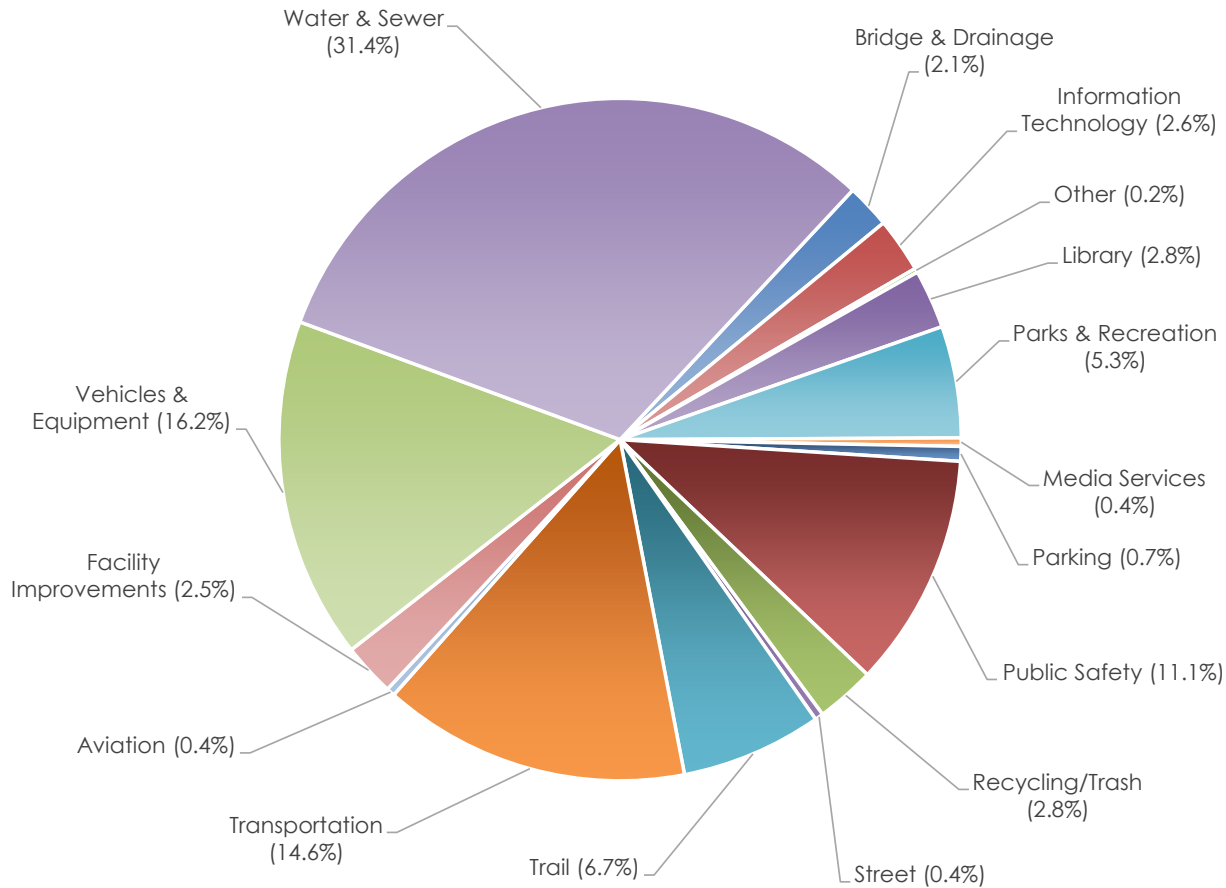
| Project Requests                        | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 | Projected<br>2021 | Projected<br>2022 | Total<br>2018-2022 |
|-----------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| <b><u>Funded Project Requests</u></b>   |                   |                   |                   |                   |                   |                    |
| Street                                  | \$ 410,000        | \$ 405,000        | \$ 405,000        | \$ 440,000        | \$ 380,000        | \$ 2,040,000       |
| Parking                                 | 212,000           | 101,000           | 150,000           | 164,000           | 158,000           | 785,000            |
| Parks Development                       | 789,000           | 1,281,000         | 912,000           | 1,000,000         | 1,000,000         | 4,982,000          |
| Impact Fee                              | 904,000           | 925,000           | 932,000           | 940,000           | 956,000           | 4,657,000          |
| Sales Tax Capital Improvements          | 9,188,000         | 9,159,000         | 9,276,000         | 9,385,000         | 9,303,000         | 46,311,000         |
| Water & Sewer                           | 7,085,000         | 5,930,000         | 6,145,000         | 6,120,000         | 6,110,000         | 31,390,000         |
| Recycling & Trash Collection            | 875,000           | 410,000           | 879,000           | 295,000           | 681,000           | 3,140,000          |
| Airport                                 | 213,000           | 58,000            | 98,000            | 68,000            | 18,000            | 455,000            |
| Shop                                    | 3,590,000         | 4,003,000         | 3,947,000         | 3,927,000         | 2,777,000         | 18,244,000         |
| Total Funded                            | \$ 23,266,000     | \$ 22,272,000     | \$ 22,744,000     | \$ 22,339,000     | \$ 21,383,000     | \$ 112,004,000     |
| <b><u>Unfunded Project Requests</u></b> |                   |                   |                   |                   |                   |                    |
| Unfunded                                | \$ 3,637,000      | \$ 43,138,000     | \$ 36,679,000     | \$ 28,199,000     | \$ 12,425,000     | \$ 124,078,000     |
| Total Unfunded                          | \$ 3,637,000      | \$ 43,138,000     | \$ 36,679,000     | \$ 28,199,000     | \$ 12,425,000     | \$ 124,078,000     |
| Total                                   | \$ 26,903,000     | \$ 65,410,000     | \$ 59,423,000     | \$ 50,538,000     | \$ 33,808,000     | \$ 236,082,000     |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
**Sales Tax Capital Improvements Funding - By Project Category**



| Project Category       | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|------------------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| Bridge & Drainage      | \$ 610,000     | \$ 410,000     | \$ 460,000     | \$ 460,000     | \$ 460,000     | \$ 2,400,000    |
| Facility               | 477,000        | 637,000        | 515,000        | 366,000        | 474,000        | \$ 2,469,000    |
| Fire                   | 980,000        | 1,152,000      | 1,710,000      | 1,580,000      | 1,820,000      | \$ 7,242,000    |
| Information Technology | 960,000        | 499,000        | 374,000        | 597,000        | 429,000        | \$ 2,859,000    |
| Library                | 506,000        | 447,000        | 747,000        | 746,000        | 682,000        | \$ 3,128,000    |
| Media Services         | 169,000        | 107,000        | 47,000         | 72,000         | 72,000         | \$ 467,000      |
| Other Capital          | 41,000         | 95,000         | 32,000         | 56,000         | 8,000          | \$ 232,000      |
| Parks & Recreation     | 203,000        | 372,000        | 122,000        | 121,000        | 171,000        | \$ 989,000      |
| Police                 | 666,000        | 980,000        | 809,000        | 927,000        | 727,000        | \$ 4,109,000    |
| Street                 | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | \$ 500,000      |
| Trail                  | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | \$ 7,500,000    |
| Transportation         | 2,976,000      | 2,860,000      | 2,860,000      | 2,860,000      | 2,860,000      | \$ 14,416,000   |
| Total                  | \$ 9,188,000   | \$ 9,159,000   | \$ 9,276,000   | \$ 9,385,000   | \$ 9,303,000   | \$ 46,311,000   |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
**By Project Area - All Sources**



| Project Area           | Projected 2018       | Projected 2019       | Projected 2020       | Projected 2021       | Projected 2022       | Total 2018-2022       |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| Bridge & Drainage      | \$ 610,000           | \$ 410,000           | \$ 460,000           | \$ 460,000           | \$ 460,000           | \$ 2,400,000          |
| Information Technology | 960,000              | 499,000              | 374,000              | 597,000              | 429,000              | 2,859,000             |
| Other                  | 41,000               | 95,000               | 32,000               | 56,000               | 8,000                | 232,000               |
| Library                | 506,000              | 447,000              | 747,000              | 746,000              | 682,000              | 3,128,000             |
| Parks & Recreation     | 992,000              | 1,653,000            | 1,034,000            | 1,121,000            | 1,171,000            | 5,971,000             |
| Media Services         | 169,000              | 107,000              | 47,000               | 72,000               | 72,000               | 467,000               |
| Parking                | 212,000              | 101,000              | 150,000              | 164,000              | 158,000              | 785,000               |
| Public Safety          | 1,850,000            | 2,357,000            | 2,751,000            | 2,747,000            | 2,803,000            | 12,508,000            |
| Recycling/Trash        | 875,000              | 410,000              | 879,000              | 295,000              | 681,000              | 3,140,000             |
| Street                 | 100,000              | 100,000              | 100,000              | 100,000              | 100,000              | 500,000               |
| Trail                  | 1,500,000            | 1,500,000            | 1,500,000            | 1,500,000            | 1,500,000            | 7,500,000             |
| Transportation         | 3,356,000            | 3,240,000            | 3,240,000            | 3,240,000            | 3,240,000            | 16,316,000            |
| Aviation               | 213,000              | 58,000               | 98,000               | 68,000               | 18,000               | 455,000               |
| Facility Improvements  | 537,000              | 693,000              | 567,000              | 426,000              | 534,000              | 2,757,000             |
| Vehicles & Equipment   | 3,560,000            | 3,972,000            | 3,920,000            | 3,927,000            | 2,717,000            | 18,096,000            |
| Water & Sewer          | 7,785,000            | 6,630,000            | 6,845,000            | 6,820,000            | 6,810,000            | 34,890,000            |
| <b>Total</b>           | <b>\$ 23,266,000</b> | <b>\$ 22,272,000</b> | <b>\$ 22,744,000</b> | <b>\$ 22,339,000</b> | <b>\$ 21,383,000</b> | <b>\$ 112,004,000</b> |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division         | Page # | Projected 2018     | Projected 2019         | Projected 2020     | Projected 2021         | Projected 2022         | Total 2018-2022        |
|----------------------------------------------|--------|--------------------|------------------------|--------------------|------------------------|------------------------|------------------------|
| <b>2100 - STREET:</b>                        |        |                    |                        |                    |                        |                        |                        |
| <u>Street Improvements</u>                   |        |                    |                        |                    |                        |                        |                        |
| <b>Street (410)</b>                          |        |                    |                        |                    |                        |                        |                        |
| Sidewalk Improvements                        | 13     | 380,000<br>380,000 | 380,000<br>380,000     | 380,000<br>380,000 | 380,000<br>380,000     | 380,000<br>380,000     | 1,900,000<br>1,900,000 |
| <u>Facility Improvements</u>                 |        |                    |                        |                    |                        |                        |                        |
| <b>Street (410)</b>                          |        |                    |                        |                    |                        |                        |                        |
| Transportation & Fleet Building Improvements | 14     | 30,000<br>30,000   | 25,000<br>25,000       | 25,000<br>25,000   | 60,000<br>60,000       | 0<br>0                 | 140,000<br>140,000     |
| Street - Total                               |        | 410,000            | 405,000                | 405,000            | 440,000                | 380,000                | 2,040,000              |
| <b>2130 - PARKING:</b>                       |        |                    |                        |                    |                        |                        |                        |
| <u>Parking Improvements</u>                  |        |                    |                        |                    |                        |                        |                        |
| <b>Parking Management (430)</b>              |        |                    |                        |                    |                        |                        |                        |
| Meadow Street Parking Deck Improvements      | 15     | 162,000            | 20,000                 | 20,000             | 20,000                 | 20,000                 | 242,000                |
| Parking Lot Improvements & Overlays          | 16     | 25,000             | 25,000                 | 25,000             | 25,000                 | 25,000                 | 125,000                |
| Parking Infrastructure Improvements          | 17     | 10,000             | 15,000                 | 20,000             | 20,000                 | 20,000                 | 85,000                 |
| Parking Technology Equipment Replacements    | 18     | 10,000             | 1,000                  | 10,000             | 9,000                  | 3,000                  | 33,000                 |
| Parking Enforcement Upgrades                 | 19     | 5,000              | 15,000                 | 20,000             | 20,000                 | 20,000                 | 80,000                 |
| Meter/Pay Station Upgrade & Replacements     | 20     | 0                  | 15,000                 | 30,000             | 45,000                 | 45,000                 | 135,000                |
| Spring Street Parking Deck Improvements      | 21     | 212,000            | 101,000                | 150,000            | 164,000                | 158,000                | 85,000<br>785,000      |
| Parking - Total                              |        | 212,000            | 101,000                | 150,000            | 164,000                | 158,000                | 785,000                |
| <b>2250 - PARKS DEVELOPMENT:</b>             |        |                    |                        |                    |                        |                        |                        |
| <u>Parks &amp; Recreation Improvements</u>   |        |                    |                        |                    |                        |                        |                        |
| <b>Parks &amp; Recreation (520)</b>          |        |                    |                        |                    |                        |                        |                        |
| Community Park Improvements                  | 23     | 789,000<br>789,000 | 1,281,000<br>1,281,000 | 912,000<br>912,000 | 1,000,000<br>1,000,000 | 1,000,000<br>1,000,000 | 4,982,000<br>4,982,000 |
| Parks Development - Total                    |        | 789,000            | 1,281,000              | 912,000            | 1,000,000              | 1,000,000              | 4,982,000              |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division            | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|-------------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <b>2300 - IMPACT FEE:</b>                       |        |                |                |                |                |                |                 |
| <u>Fire Improvements</u>                        |        |                |                |                |                |                |                 |
| <b>Fire Department (300)</b>                    |        |                |                |                |                |                |                 |
| Fire Impact Fee Improvements                    | 25     | 89,000         | 92,000         | 95,000         | 98,000         | 101,000        | 475,000         |
|                                                 |        | 89,000         | 92,000         | 95,000         | 98,000         | 101,000        | 475,000         |
| <u>Police Improvements</u>                      |        |                |                |                |                |                |                 |
| <b>Police (200)</b>                             |        |                |                |                |                |                |                 |
| Police Impact Fee Improvements                  | 26     | 115,000        | 133,000        | 137,000        | 142,000        | 155,000        | 682,000         |
|                                                 |        | 115,000        | 133,000        | 137,000        | 142,000        | 155,000        | 682,000         |
| <u>Water &amp; Sewer Improvements</u>           |        |                |                |                |                |                |                 |
| <b>Utilities Director (700)</b>                 |        |                |                |                |                |                |                 |
| Water Impact Fee Improvements                   | 27     | 400,000        | 400,000        | 400,000        | 400,000        | 400,000        | 2,000,000       |
| Wastewater Impact Fee Improvements              | 28     | 300,000        | 300,000        | 300,000        | 300,000        | 300,000        | 1,500,000       |
|                                                 |        | 700,000        | 700,000        | 700,000        | 700,000        | 700,000        | 3,500,000       |
| Impact Fee - Total                              |        | 904,000        | 925,000        | 932,000        | 940,000        | 956,000        | 4,657,000       |
| <b>4470 - SALES TAX CAPITAL IMPROVEMENTS:</b>   |        |                |                |                |                |                |                 |
| <u>Animal Services Improvements</u>             |        |                |                |                |                |                |                 |
| <b>Animal Services (671)</b>                    |        |                |                |                |                |                |                 |
| Animal Services Improvements                    | 29     | 33,000         | 51,000         | 18,000         | 48,000         | 0              | 150,000         |
|                                                 |        | 33,000         | 51,000         | 18,000         | 48,000         | 0              | 150,000         |
| <u>Bridge &amp; Drainage Improvements</u>       |        |                |                |                |                |                |                 |
| <b>Engineering (621)</b>                        |        |                |                |                |                |                |                 |
| Other Drainage Improvements                     | 30     | 400,000        | 200,000        | 200,000        | 200,000        | 200,000        | 1,200,000       |
| Stormwater Quality Management                   | 31     | 160,000        | 160,000        | 160,000        | 160,000        | 160,000        | 800,000         |
| Drainage Maintenance                            | 32     | 50,000         | 50,000         | 100,000        | 100,000        | 100,000        | 400,000         |
|                                                 |        | 610,000        | 410,000        | 460,000        | 460,000        | 460,000        | 2,400,000       |
| <u>Facilities Management Improvements</u>       |        |                |                |                |                |                |                 |
| <b>Facilities Management Improvements (140)</b> |        |                |                |                |                |                |                 |
| Building Improvements                           | 33     | 290,000        | 390,000        | 260,000        | 134,000        | 194,000        | 1,268,000       |
| 7-Hills Walker Family Residential Facility      | 34     | 57,000         | 57,000         | 52,000         | 51,000         | 40,000         | 257,000         |
| <b>Sustainability &amp; Resilience (631)</b>    |        |                |                |                |                |                |                 |
| Building Efficiency Improvements                | 35     | 40,000         | 40,000         | 40,000         | 40,000         | 40,000         | 200,000         |
|                                                 |        | 387,000        | 487,000        | 352,000        | 225,000        | 274,000        | 1,725,000       |



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division       | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|--------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <u>Fire Improvements</u>                   |        |                |                |                |                |                |                 |
| <b>Fire Department (300)</b>               |        |                |                |                |                |                |                 |
| Fire Apparatus Replacements                | 36     | 865,000        | 1,000,000      | 1,500,000      | 1,300,000      | 1,100,000      | 5,765,000       |
| Fire Facility Maintenance                  | 37     | 75,000         | 75,000         | 140,000        | 190,000        | 120,000        | 600,000         |
| Fire Technology Equipment Replacement      | 38     | 40,000         | 60,000         | 50,000         | 50,000         | 60,000         | 260,000         |
| Firefighter Safety Equipment               | 39     | 0              | 17,000         | 20,000         | 40,000         | 40,000         | 117,000         |
| Fire Mobile Radios                         | 40     | 0              | 0              | 0              | 0              | 500,000        | 500,000         |
|                                            |        | 980,000        | 1,152,000      | 1,710,000      | 1,580,000      | 1,820,000      | 7,242,000       |
| <u>Information Technology Improvements</u> |        |                |                |                |                |                |                 |
| <b>Information Technology (170)</b>        |        |                |                |                |                |                |                 |
| Technology Equipment Replacements          | 41     | 130,000        | 85,000         | 100,000        | 155,000        | 165,000        | 635,000         |
| Local Area Network (LAN) Upgrades          | 42     | 125,000        | 200,000        | 109,000        | 115,000        | 136,000        | 685,000         |
| Telecommunication Systems Upgrades         | 43     | 20,000         | 20,000         | 60,000         | 20,000         | 20,000         | 140,000         |
| Storage Area Network (SAN)                 | 44     | 40,000         | 0              | 0              | 200,000        | 0              | 240,000         |
| Cyber Security                             | 45     | 25,000         | 10,000         | 10,000         | 10,000         | 10,000         | 65,000          |
| Fayetteville-AR.gov Technical Improvements | 46     | 20,000         | 22,000         | 23,000         | 24,000         | 25,000         | 114,000         |
| Document Management                        | 47     | 20,000         | 22,000         | 22,000         | 23,000         | 23,000         | 110,000         |
| Geographic Information System (GIS)        | 48     | 50,000         | 50,000         | 50,000         | 50,000         | 50,000         | 250,000         |
| Regional Park Fiber and Network            | 49     | 30,000         | 15,000         | 0              | 0              | 0              | 45,000          |
| *Hansen Version 8 Upgrade                  | 50     | 500,000        | 75,000         | 0              | 0              | 0              | 575,000         |
|                                            |        | 960,000        | 499,000        | 374,000        | 597,000        | 429,000        | 2,859,000       |
| <u>Library Improvements</u>                |        |                |                |                |                |                |                 |
| <b>Library (080)</b>                       |        |                |                |                |                |                |                 |
| Library Materials Purchases                | 51     | 431,000        | 413,000        | 542,000        | 561,000        | 581,000        | 2,528,000       |
| Library Technology Equipment Replacements  | 52     | 75,000         | 34,000         | 205,000        | 185,000        | 101,000        | 600,000         |
|                                            |        | 506,000        | 447,000        | 747,000        | 746,000        | 682,000        | 3,128,000       |
| <u>Media Services Improvements</u>         |        |                |                |                |                |                |                 |
| <b>Media Services Improvements (060)</b>   |        |                |                |                |                |                |                 |
| City Hall Room 111 Audio-Visual Upgrade    | 53     | 97,000         | 0              | 0              | 0              | 0              | 97,000          |
| Television Center Equipment                | 54     | 50,000         | 85,000         | 25,000         | 50,000         | 50,000         | 260,000         |
| Digital Signage Implementation             | 55     | 12,000         | 12,000         | 12,000         | 12,000         | 12,000         | 60,000          |
| City Hall A-V Maintenance                  | 56     | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         | 50,000          |
|                                            |        | 169,000        | 107,000        | 47,000         | 72,000         | 72,000         | 467,000         |

\* This project may require funding from the General Fund.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division             | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|--------------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <u>Miscellaneous Capital Improvements</u>        |        |                |                |                |                |                |                 |
| <b>Facilities Management (140)</b>               |        |                |                |                |                |                |                 |
| Woolsey Homestead Historic Restoration Project   | 57     | 90,000         | 150,000        | 163,000        | 141,000        | 200,000        | 744,000         |
|                                                  |        | 90,000         | 150,000        | 163,000        | 141,000        | 200,000        | 744,000         |
| <u>Other Capital Improvements</u>                |        |                |                |                |                |                |                 |
| <b>Accounting &amp; Audit Improvements (130)</b> |        |                |                |                |                |                |                 |
| Audit Expense                                    | 58     | 8,000          | 8,000          | 8,000          | 8,000          | 8,000          | 40,000          |
| Accounting Office Equipment                      | 59     | 0              | 0              | 6,000          | 0              | 0              | 6,000           |
| <b>Engineering (621)</b>                         |        |                |                |                |                |                |                 |
| GPS Survey Equipment                             | 60     | 0              | 36,000         | 0              | 0              | 0              | 36,000          |
|                                                  |        | 8,000          | 44,000         | 14,000         | 8,000          | 8,000          | 82,000          |
| <u>Parks &amp; Recreation Improvements</u>       |        |                |                |                |                |                |                 |
| <b>Parks &amp; Recreation (520)</b>              |        |                |                |                |                |                |                 |
| Parks & Recreation Software                      | 61     | 35,000         | 0              | 0              | 0              | 0              | 35,000          |
| Park Paving Improvements                         | 62     | 58,000         | 58,000         | 58,000         | 58,000         | 58,000         | 290,000         |
| Lake Fayetteville Watershed Grant Match          | 63     | 10,000         | 0              | 0              | 0              | 0              | 10,000          |
| Parks & Rec Maintenance Work Order System        | 64     | 30,000         | 0              | 0              | 0              | 0              | 30,000          |
| Lake Improvements                                | 65     | 0              | 250,000        | 0              | 0              | 0              | 250,000         |
| Forestry & Habitat Improvements                  | 66     | 32,000         | 26,000         | 26,000         | 25,000         | 25,000         | 134,000         |
| Parks & Recreation Safety & ADA                  | 67     | 15,000         | 15,000         | 15,000         | 15,000         | 15,000         | 75,000          |
| Lights of the Ozarks                             | 68     | 23,000         | 23,000         | 23,000         | 23,000         | 23,000         | 115,000         |
| Urban Forestry Analysis Update                   | 69     | 0              | 0              | 0              | 0              | 50,000         | 50,000          |
|                                                  |        | 203,000        | 372,000        | 122,000        | 121,000        | 171,000        | 989,000         |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division               | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|----------------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <u>Police Improvements</u>                         |        |                |                |                |                |                |                 |
| <b>Police (200)</b>                                |        |                |                |                |                |                |                 |
| Police Ballistic Protection                        | 70     | 41,000         | 18,000         | 89,000         | 42,000         | 9,000          | 199,000         |
| Police Weapons Replacement                         | 71     | 65,000         | 40,000         | 36,000         | 30,000         | 20,000         | 191,000         |
| Police Specialized Equipment                       | 72     | 95,000         | 232,000        | 65,000         | 170,000        | 25,000         | 587,000         |
| Police Building Improvements                       | 73     | 75,000         | 25,000         | 75,000         | 199,000        | 140,000        | 514,000         |
| Police Technology Improvements                     | 74     | 58,000         | 95,000         | 83,000         | 78,000         | 43,000         | 357,000         |
| Police Unmarked Vehicles                           | 75     | 40,000         | 110,000        | 80,000         | 100,000        | 80,000         | 410,000         |
| Police Take Home Vehicles                          | 76     | 62,000         | 65,000         | 68,000         | 142,000        | 148,000        | 485,000         |
| Police Virtual Server & Storage Area Network (SAN) | 77     | 20,000         | 0              | 20,000         | 0              | 0              | 40,000          |
| Employee Gym Equipment                             | 78     | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         | 50,000          |
| Citywide Radio System Replacement                  | 79     | 200,000        | 100,000        | 100,000        | 100,000        | 100,000        | 600,000         |
| Police Mobile Computer Terminal Replacement        | 80     | 0              | 225,000        | 0              | 0              | 0              | 225,000         |
| Police Mobile Video Recorder Replacement           | 81     | 0              | 38,000         | 0              | 0              | 0              | 38,000          |
| Police K9 Replacement                              | 82     | 0              | 12,000         | 0              | 12,000         | 0              | 24,000          |
| Police Equipment Replacement                       | 83     | 0              | 10,000         | 0              | 0              | 10,000         | 20,000          |
| Police Interagency Communications                  | 84     | 0              | 0              | 70,000         | 0              | 0              | 70,000          |
| Police Radio Replacement                           | 85     | 0              | 0              | 44,000         | 44,000         | 44,000         | 132,000         |
| Central Dispatch Center Improvements               | 86     | 0              | 0              | 35,000         | 0              | 0              | 35,000          |
| Police Network Core & Distribution Switches        | 87     | 0              | 0              | 34,000         | 0              | 38,000         | 72,000          |
| Police eTicket Equipment Replacement               | 88     | 0              | 0              | 0              | 0              | 60,000         | 60,000          |
|                                                    |        | 666,000        | 980,000        | 809,000        | 927,000        | 727,000        | 4,109,000       |
| <u>Street Improvements</u>                         |        |                |                |                |                |                |                 |
| <b>Engineering (621)</b>                           |        |                |                |                |                |                |                 |
| Cost Share / ROW / Intersection / Street Calming   | 89     | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 500,000         |
|                                                    |        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 500,000         |
| <u>Trail Improvements</u>                          |        |                |                |                |                |                |                 |
| <b>Transportation Services (410)</b>               |        |                |                |                |                |                |                 |
| Trail Development                                  | 90     | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 7,500,000       |
|                                                    |        | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 7,500,000       |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division           | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|------------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <u>Transportation Improvements</u>             |        |                |                |                |                |                |                 |
| <b>Parking Management (430)</b>                |        |                |                |                |                |                |                 |
| Parking Lot Improvements (City Employee)       | 91     | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         | 50,000          |
| <b>Transportation Services (410)</b>           |        |                |                |                |                |                |                 |
| In-House Pavement Improvements                 | 92     | 2,216,000      | 2,200,000      | 2,200,000      | 2,200,000      | 2,200,000      | 11,016,000      |
| Sidewalk Improvements                          | 93     | 600,000        | 500,000        | 500,000        | 500,000        | 500,000        | 2,600,000       |
| Traffic Signal Improvements                    | 94     | 110,000        | 150,000        | 150,000        | 150,000        | 150,000        | 710,000         |
| Wireless Traffic Signal Control                | 95     | 40,000         | 0              | 0              | 0              | 0              | 40,000          |
|                                                |        | 2,976,000      | 2,860,000      | 2,860,000      | 2,860,000      | 2,860,000      | 14,416,000      |
| <hr/>                                          |        |                |                |                |                |                |                 |
| Sales Tax Capital Improvements - Total         |        | 9,188,000      | 9,159,000      | 9,276,000      | 9,385,000      | 9,303,000      | 46,311,000      |
| <hr/>                                          |        |                |                |                |                |                |                 |
| <b>5400 - WATER &amp; SEWER:</b>               |        |                |                |                |                |                |                 |
| <u>Wastewater Treatment Improvements</u>       |        |                |                |                |                |                |                 |
| <b>Utilities Director (700)</b>                |        |                |                |                |                |                |                 |
| Phosphorus Standards Management                | 97     | 50,000         | 50,000         | 50,000         | 50,000         | 50,000         | 250,000         |
| <b>Wastewater Treatment Plant 730)</b>         |        |                |                |                |                |                |                 |
| Plant Pumps & Equipment - W.W.T.P.             | 98     | 405,000        | 355,000        | 500,000        | 500,000        | 500,000        | 2,260,000       |
| W.W.T.P. Building Improvements                 | 99     | 30,000         | 30,000         | 150,000        | 150,000        | 150,000        | 510,000         |
| Upgrade & Replace Lift Stations - W.W.T.P.     | 100    | 50,000         | 100,000        | 150,000        | 150,000        | 150,000        | 600,000         |
| Lake Sequoyah Sediment Removal                 | 101    | 500,000        | 500,000        | 500,000        | 500,000        | 500,000        | 2,500,000       |
| Filter Cell Replacement - W.W.T.P.             | 102    | 1,000,000      | 0              | 0              | 0              | 0              | 1,000,000       |
|                                                |        | 2,035,000      | 1,035,000      | 1,350,000      | 1,350,000      | 1,350,000      | 7,120,000       |
| <hr/>                                          |        |                |                |                |                |                |                 |
| <u>Water &amp; Sewer Improvements</u>          |        |                |                |                |                |                |                 |
| <b>Water &amp; Sewer Maintenance (720)</b>     |        |                |                |                |                |                |                 |
| Water System Rehabilitation & Replacement      | 103    | 1,885,000      | 2,065,000      | 2,000,000      | 2,000,000      | 2,000,000      | 9,950,000       |
| Sanitary Sewer Rehabilitation                  | 104    | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 1,500,000      | 7,500,000       |
| Water & Sewer Relocations - Bond Projects      | 105    | 500,000        | 500,000        | 500,000        | 500,000        | 500,000        | 2,500,000       |
| Water Storage & Pump Station Maintenance       | 106    | 100,000        | 115,000        | 90,000         | 50,000         | 50,000         | 405,000         |
| Water & Sewer Equipment Expansions             | 107    | 400,000        | 50,000         | 50,000         | 50,000         | 50,000         | 600,000         |
| Water & Sewer Impact Fee Cost Sharing Projects | 108    | 150,000        | 150,000        | 150,000        | 150,000        | 150,000        | 750,000         |
| West Water Transmission Line                   | 109    | 50,000         | 50,000         | 50,000         | 50,000         | 50,000         | 250,000         |
|                                                |        | 4,585,000      | 4,430,000      | 4,340,000      | 4,300,000      | 4,300,000      | 21,955,000      |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division                   | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|--------------------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <u>Water &amp; Sewer Services Improvements</u>         |        |                |                |                |                |                |                 |
| <b>Utilities Financial Services Improvements (710)</b> |        |                |                |                |                |                |                 |
| Utilities Financial Services Improvements              | 110    | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         | 50,000          |
| Utilities Technology Improvements                      | 111    | 20,000         | 30,000         | 20,000         | 20,000         | 20,000         | 110,000         |
| <b>Water &amp; Sewer Maintenance (720)</b>             |        |                |                |                |                |                |                 |
| Water & Sewer Building & Office Improvements           | 112    | 50,000         | 50,000         | 50,000         | 50,000         | 50,000         | 250,000         |
| Water Meters                                           | 113    | 325,000        | 325,000        | 325,000        | 325,000        | 325,000        | 1,625,000       |
| Water & Sewer Rate/Operations Study                    | 114    | 20,000         | 20,000         | 20,000         | 20,000         | 20,000         | 100,000         |
| Backflow Prevention Assemblies                         | 115    | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         | 50,000          |
| Water & Sewer Technology Equip. Replacements           | 116    | 30,000         | 20,000         | 20,000         | 35,000         | 25,000         | 130,000         |
|                                                        |        | 465,000        | 465,000        | 455,000        | 470,000        | 460,000        | 2,315,000       |
| <hr/>                                                  |        |                |                |                |                |                |                 |
| Water & Sewer - Total                                  |        | 7,085,000      | 5,930,000      | 6,145,000      | 6,120,000      | 6,110,000      | 31,390,000      |
| <hr/>                                                  |        |                |                |                |                |                |                 |
| <b>5500 - RECYCLING &amp; TRASH COLLECTION:</b>        |        |                |                |                |                |                |                 |
| <u>Recycling &amp; Trash Collection Improvements</u>   |        |                |                |                |                |                |                 |
| <b>Recycling &amp; Trash Collection (750)</b>          |        |                |                |                |                |                |                 |
| Transfer Station Improvements                          | 117    | 123,000        | 27,000         | 0              | 20,000         | 0              | 170,000         |
| Recycling & Trash Collection Rate Study                | 118    | 40,000         | 0              | 0              | 0              | 0              | 40,000          |
| Master Plan Expansion                                  | 119    | 638,000        | 207,000        | 610,000        | 7,000          | 7,000          | 1,469,000       |
| Scale House Improvements                               | 120    | 64,000         | 42,000         | 0              | 0              | 0              | 106,000         |
| Technology Equipment Replacements                      | 121    | 10,000         | 1,000          | 8,000          | 8,000          | 8,000          | 35,000          |
| Truck Electrical Outlets & Block Heaters               | 122    | 0              | 12,000         | 0              | 0              | 0              | 12,000          |
| Cart Washer                                            | 123    | 0              | 25,000         | 0              | 0              | 0              | 25,000          |
| Recycling & Trash Collection Containers                | 124    | 0              | 0              | 50,000         | 0              | 50,000         | 100,000         |
| Recycling & Trash Collection Compactors                | 125    | 0              | 0              | 100,000        | 100,000        | 100,000        | 300,000         |
| Compost Site Improvements                              | 126    | 0              | 0              | 15,000         | 0              | 0              | 15,000          |
| RTC - Route Optimization & RFID System                 | 127    | 0              | 96,000         | 96,000         | 96,000         | 96,000         | 384,000         |
| Material Recovery Improvements                         | 128    | 0              | 0              | 0              | 64,000         | 420,000        | 484,000         |
|                                                        |        | 875,000        | 410,000        | 879,000        | 295,000        | 681,000        | 3,140,000       |
| <hr/>                                                  |        |                |                |                |                |                |                 |
| Recycling & Trash Collection - Total                   |        | 875,000        | 410,000        | 879,000        | 295,000        | 681,000        | 3,140,000       |
| <hr/>                                                  |        |                |                |                |                |                |                 |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)  
Project Summary

| Funding Source / Category / Division         | Page # | Projected 2018 | Projected 2019 | Projected 2020 | Projected 2021 | Projected 2022 | Total 2018-2022 |
|----------------------------------------------|--------|----------------|----------------|----------------|----------------|----------------|-----------------|
| <b>5550 - AIRPORT:</b>                       |        |                |                |                |                |                |                 |
| <u>Aviation Improvements</u>                 |        |                |                |                |                |                |                 |
| <b>Aviation (760)</b>                        |        |                |                |                |                |                |                 |
| Airport Pavement Painting                    | 129    | 100,000        | 0              | 0              | 0              | 0              | 100,000         |
| Airport Lighting Improvements                | 130    | 20,000         | 0              | 0              | 0              | 0              | 20,000          |
| Terminal Improvements                        | 131    | 75,000         | 40,000         | 80,000         | 50,000         | 0              | 245,000         |
| Airport Equipment Replacement                | 132    | 18,000         | 18,000         | 18,000         | 18,000         | 18,000         | 90,000          |
|                                              |        | 213,000        | 58,000         | 98,000         | 68,000         | 18,000         | 455,000         |
| <b>Airport - Total</b>                       |        | 213,000        | 58,000         | 98,000         | 68,000         | 18,000         | 455,000         |
| <b>9700 - SHOP:</b>                          |        |                |                |                |                |                |                 |
| <u>Vehicles &amp; Equipment Improvements</u> |        |                |                |                |                |                |                 |
| <b>Fleet Operations (770)</b>                |        |                |                |                |                |                |                 |
| Fleet - Police / Passenger Vehicles          | 133    | 261,000        | 455,000        | 251,000        | 421,000        | 506,000        | 1,894,000       |
| Fleet - RTC Vehicles / Equipment             | 134    | 1,166,000      | 1,352,000      | 1,845,000      | 1,460,000      | 675,000        | 6,498,000       |
| Fleet - Construction Equipment               | 135    | 260,000        | 0              | 45,000         | 0              | 130,000        | 435,000         |
| Fleet - Backhoes / Loaders                   | 136    | 0              | 117,000        | 322,000        | 255,000        | 565,000        | 1,259,000       |
| Fleet - Heavy Utility Vehicles               | 137    | 278,000        | 420,000        | 160,000        | 1,065,000      | 0              | 1,923,000       |
| Fleet - Tractors / Mowers                    | 138    | 307,000        | 433,000        | 317,000        | 141,000        | 128,000        | 1,326,000       |
| Fleet - Light / Medium Utility Vehicles      | 139    | 545,000        | 564,000        | 247,000        | 500,000        | 380,000        | 2,236,000       |
| Fleet - Other Vehicles / Equipment           | 140    | 180,000        | 321,000        | 683,000        | 85,000         | 333,000        | 1,602,000       |
| Fleet Car Wash                               | 141    | 563,000        | 310,000        | 50,000         | 0              | 0              | 923,000         |
|                                              |        | 3,560,000      | 3,972,000      | 3,920,000      | 3,927,000      | 2,717,000      | 18,096,000      |
| <u>Facility Improvements</u>                 |        |                |                |                |                |                |                 |
| <b>Fleet Operations (770)</b>                |        |                |                |                |                |                |                 |
| Transportation & Fleet Building Improvements | 142    | 30,000         | 31,000         | 27,000         | 0              | 60,000         | 148,000         |
|                                              |        | 30,000         | 31,000         | 27,000         | 0              | 60,000         | 148,000         |
| <b>Shop - Total</b>                          |        | 3,590,000      | 4,003,000      | 3,947,000      | 3,927,000      | 2,777,000      | 18,244,000      |
| <b>All Funding Sources - Total</b>           |        | \$ 23,266,000  | \$ 22,272,000  | \$ 22,744,000  | \$ 22,339,000  | \$ 21,383,000  | \$ 112,004,000  |

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Sidewalk Improvements

**Division:** 410 - Transportation Services

**Funding:** 2100 - Street

**Category:** Transportation Improvements

Rank: 1

**Project #:** 02053

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 380,000   |
| 2019            |    | 380,000   |
| 2020            |    | 380,000   |
| 2021            |    | 380,000   |
| 2022            |    | 380,000   |
| Total           | \$ | 1,900,000 |

**Description:**

This project is to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks.

**Scheduled Implementation:**

*Active Project*

City staff reviews sidewalk needs in conjunction with the street overlay program. An annual construction plan is recommended to the Active Transportation Advisory Committee and Transportation Committee. The final plan is presented to City Council for approval by resolution.

### Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Transportation & Fleet Building Improvements

**Division:** 410 - Transportation Services

**Funding:** 2100 - Street

**Category:** Facilities Management Improvements

**Rank:** 2

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 30,000  |
| 2019            |    | 25,000  |
| 2020            |    | 25,000  |
| 2021            |    | 60,000  |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 140,000 |

**Description:**

This project is for energy efficiency, weatherization, and facility improvements which includes the repair and replacement of inefficient HVAC equipment, lighting upgrades, weatherization roof coating, ADA improvements, security improvements, exterior painting, and other facility repairs.

**Scheduled Implementation:**

*New Project Request*

Facilities Management has assessed necessary repairs and proposed a tentative schedule beginning with LED fixture replacement throughout the building, installation of a new gate at the west entrance, and replacing wall panels.

**Effect on Operations:**

Maintenance and efficiency upgrades will reduce energy consumption. The maintenance cost is shared by the Transportation and Fleet Operations divisions and assigned by square footage.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Meadow Street Parking Deck Improvements

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 1

**Project #:** 15004

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 162,000 |
| 2019            |    | 20,000  |
| 2020            |    | 20,000  |
| 2021            |    | 20,000  |
| 2022            |    | 20,000  |
| <hr/>           |    |         |
| Total           | \$ | 242,000 |

**Description:**

This project is for the on-going maintenance of the Meadow Street Parking Deck that is a 36-year old parking garage located directly behind the Chancellor Hotel. A structural inspection of the deck identified several necessary repairs. Many of the issues are the result of weatherization and general aging of the parking deck. The evaluation noted that most of the issues are not structurally significant but can create long-term maintenance problems if not addressed.

**Scheduled Implementation:**

*Active Project*

Based on the structural inspection, the design will be performed in 2018 with construction in 2019.

**Effect on Operations:**

No effect on operational costs.

**Master Plan(s) Addressed:**

The Downtown Master Plan calls for parking structures and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of this centrally located parking deck support those goals.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parking Lot Improvements & Overlays

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 2

**Project #:** 06001

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 25,000  |
| 2019            |    | 25,000  |
| 2020            |    | 25,000  |
| 2021            |    | 25,000  |
| 2022            |    | 25,000  |
| <hr/>           |    |         |
| Total           | \$ | 125,000 |

**Description:**

This project is to maintain the City's public parking lots. The City currently has twelve public parking lots located in the Downtown Business and the Entertainment Districts. The surface lots are asphalt that periodically require general maintenance such as crack seal, seal coat, re-striping, pot hole patching, and bumper block replacement. These lots also require a complete asphalt overlay on a less frequent basis. This parking maintenance program provides routine maintenance and improvements in rotation for these lots as needed.

**Scheduled Implementation:**

*Active Project*

Parking lot improvement and maintenance is on-going. Immediate needs have been identified in Lot 55 (Legacy Building) in the Entertainment District and Lot 5 (Meadow/East) in the Downtown Business District. Additional and more urgent needs may occur as a result of shared parking agreements with private lot owners.

**Effect on Operations:**

On-going improvements to parking lots and equipment reduces the need for more expensive maintenance in the future.

**Master Plan(s) Addressed:**

The Downtown Master Plan calls for parking facilities and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these publicly owned surface lots supports this goal. The Downtown Master Plan and City 2030 Plan also address infill and development of first generation parking facilities and therefore existing lots must be properly maintained to meet current needs as well as potential increases in future demand. On-going maintenance efforts improve walkability within the lots.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parking Infrastructure Improvements

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** In-House Sidewalk Improvements

**Rank:** 3

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 15,000 |
| 2020            |    | 20,000 |
| 2021            |    | 20,000 |
| 2022            |    | 20,000 |
| <hr/>           |    |        |
| Total           | \$ | 85,000 |

**Description:**

This project is to Increase lighting and sidewalk repairs that link remote parking lots and spaces to core destinations. Specific, strategic locations for lighting and sidewalk repair include West Avenue between Mountain and Spring Streets, School Avenue between Center and Spring Street, Church Avenue between Mountain and Spring Streets, Meadow Street between College and Block Avenues, and Watson Street between Campbell and Thompson Streets. Lighting upgrades identified include Spring Street between College and West Avenues and Church Avenue between Mountain and Dickson Streets. Additionally, uniform and consistent signage detailing rate information is needed in both public and privately owned parking lots throughout the Entertainment and Downtown Business Districts.

**Scheduled Implementation:**

*New Project Request*

Coordination with the City's Transportation Division work schedule for the sidewalks would be required to determine prioritization of the project. The way-finding and rate information signage would be implemented in 2018.

**Effect on Operations:**

The utility expense is estimated to increase by \$4,800 annually for 10 new lights.

**Master Plan(s) Addressed:**

The City's Parking Study, Transportation/Mobility Plan, Downtown Master Plan, Active Transportation Plan, and City 2030 Plan all recommend expanding the City's sidewalk network to create highly walkable neighborhoods and commercial districts. Appropriate signage along this network further supports these goals. The above plans all address public transit and appropriate signage directing parkers to facilities near transit stops that further promotes transit-oriented goals. Offering uniform signage to private lot owners could assist in increasing public supply and brokering shared parking agreements consistent with the Parking Study, Downtown Master Plan, and City 2030 Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parking Technology Equipment Replacements

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 4

**Project #:** 02057

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 1,000  |
| 2020            |    | 10,000 |
| 2021            |    | 9,000  |
| 2022            |    | 3,000  |
| <hr/>           |    |        |
| Total           | \$ | 33,000 |

**Description:**

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, Information Technology staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners.

**Scheduled Implementation:**

*Active Project*

Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

**Effect on Operations:**

This project ensures staff has adequate technology equipment to perform their daily tasks.

**Master Plan(s) Addressed:**

By replacing computer technology via a structured computer replacement plan, the project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provides for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parking Enforcement Upgrades

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 5

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 5,000  |
| 2019            |    | 15,000 |
| 2020            |    | 20,000 |
| 2021            |    | 20,000 |
| 2022            |    | 20,000 |
| <hr/>           |    |        |
| Total           | \$ | 80,000 |

**Description:**

This project is to replace parking enforcement equipment. The equipment is over ten (10) years old, is no longer supported by the vendor, and is in need of replacement. To achieve cohesiveness and efficiency, staff would pursue an enforcement vendor that provides the handheld hardware, financial software, and other technology needs that have been identified in the City's Parking Study such as License Plate Recognition (LPR) technology and mobile credit card processors. Other items include utilization sensors for parking lots and real-time availability applications for consumers.

**Scheduled Implementation:**

*New Project Request*

The replacement of enforcement equipment, availability apps, and software upgrades would be implemented in 2018. The license plate recognition technology and utilization sensors for parking lots would be implemented by 2022.

**Effect on Operations:**

Additional operational costs will be incurred for software upgrades and the real-time availability application and for the replacement and maintenance associated with the license plate recognition cameras and lot sensors.

**Master Plan(s) Addressed:**

This project provides or supports other technology needs that have been identified in the City's Parking Study such as license plate recognition technology and mobile credit card processors. Other items associated with this project from the study include utilization sensors for parking lots and real-time availability applications for consumers. In addition, the Active Transportation Plan notes that a multi-modal community contains a moderate parking supply that is priced appropriately in high destination areas.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Meter Pay Station Upgrade & Replacement

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 6 **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | 15,000  |
| 2020            |    | 30,000  |
| 2021            |    | 45,000  |
| 2022            |    | 45,000  |
| <hr/>           |    |         |
| Total           | \$ | 135,000 |

**Description:**

This project is to replace single head mechanical parking meters with smart meters that accept credit card payments. Pay stations would be installed at city-managed parking lots in the district as part of the technology upgrade. Upgrades to existing pay stations in the Entertainment District may also be required to move to a more efficient pay-by-plate enforcement strategy.

**Scheduled Implementation:**

*New Project Request*

Smart meter installation is scheduled for 2019 while other aspects of the project would be implemented as needed.

**Effect on Operations:**

Operational costs include annual service fees for smart meters at \$12,000 for 200 on-street meters and \$4,800 for four new pay stations. Operational costs for the monthly service fees for smart meters could be offset with rate changes.

**Master Plan(s) Addressed:**

Recommendations from the City's Parking Study include technology upgrades to smart meters capable of accepting credit card payments. Pay stations installed at City-managed parking lots would make payment methods more consistent across the Downtown Business and Entertainment Districts. Upgrades to existing pay stations in the Entertainment District would allow a move to a pay-by-plate payment method which would pave the way to a more efficient License Plate Recognition (LPR) enforcement method. In addition, the Active Transportation Plan notes that a multi-modal community contains a moderate parking supply that is priced appropriately in high destination areas and these equipment upgrades are an extension of that characteristic.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Spring Street Parking Deck Improvements

**Division:** 430 - Parking Management

**Funding:** 2130 - Parking

**Category:** Parking Improvements

**Rank:** 7

**Project #:** 15003

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 10,000 |
| 2020            |    | 25,000 |
| 2021            |    | 25,000 |
| 2022            |    | 25,000 |
| <hr/>           |    |        |
| Total           | \$ | 85,000 |

**Description:**

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This project is for the on-going maintenance of the parking deck on Spring Street.

**Scheduled Implementation:**

*Active Project*

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**Effect on Operations:**

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**Master Plan(s) Addressed:**

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The Downtown Master Plan calls for parking structures and shared parking that promotes a park-once environment. Maintenance efforts and upgrades that support the continued use of this centrally located parking deck support those goals. The creation of this deck fulfilled the need for a parking structure in the Entertainment District and continual maintenance and upgrade of this deck furthers the goals established in the City 2030 Plan.



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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Community Park Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 2250 - Parks Development

**Category:** Parks & Recreation Improvements

**Rank:** 1

**Project #:** 13001

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 789,000   |
| 2019            |    | 1,281,000 |
| 2020            |    | 912,000   |
| 2021            |    | 1,000,000 |
| 2022            |    | 1,000,000 |
| <hr/>           |    |           |
| Total           | \$ | 4,982,000 |

**Description:**

This project is to update, expand, and replace facilities within community parks to better serve citizens as well as add new amenities that meet the current citizen needs.

**Scheduled Implementation:**

*Active Project*

2018: Replace the basketball court, tennis court lighting, and add office space at Wilson. Add splash pad and parking at Gulley Park; 2019: Renovate Gulley, Finger, Walker, Wilson and Lake Fay restrooms, install artificial turf at Gary Hampton; 2020: Replace Lake Fay docks, improve Veterans Park parking, replace Gulley playground, and add lights to Walker Skate Park; 2021: Add large pavilion/restroom at Gulley and replace Gordon Long playground; and 2022: Renovate Lake Fay softball fields.

**Effect on Operations:**

In 2018, Gulley Park splash pad utility cost for water is estimated at \$20,000, electricity at \$1,000, and building and maintenance costs are estimated at \$3,000 for general repairs each year. In 2020, the skate park lighting utility cost is estimated at \$3,000 per year. In 2021, the new pavilion/restrooms at Gulley Park is estimated at \$2,000 for utilities, \$1,000 for janitorial supplies, and \$1,500 for building and maintenance.

**Master Plan(s) Addressed:**

The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the Parks Master Plan from the Executive Summary through the general recommendations. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fire Impact Fee Improvements

**Division:** 300 - Fire

**Funding:** 2300 - Impact Fee

**Category:** Fire Improvements

**Rank:** 1

**Project #:** 07003

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 89,000  |
| 2019            |    | 92,000  |
| 2020            |    | 95,000  |
| 2021            |    | 98,000  |
| 2022            |    | 101,000 |
| <hr/>           |    |         |
| Total           | \$ | 475,000 |

**Description:**

The purpose of this project is to accumulate funding for fire projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

**Scheduled Implementation:**

*Active Project*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Impact Fee Improvements

**Division:** 200 - Police

**Funding:** 2300 - Impact Fee

**Category:** Police Improvements

**Rank:** 1

**Project #:** 07001

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 115,000 |
| 2019            |    | 133,000 |
| 2020            |    | 137,000 |
| 2021            |    | 142,000 |
| 2022            |    | 155,000 |
| <hr/>           |    |         |
| Total           | \$ | 682,000 |

**Description:**

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The purpose of this project is for police projects that are associated with the increase in developments throughout the City.

**Scheduled Implementation:**

*Active Project*

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Use of impact fees will be annually evaluated to determine expansion needs.

**Effect on Operations:**

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Any effects this project has on operations will be evaluated prior to implementation of an expansion project.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water Impact Fee Improvements

**Division:** 700 - Utilities Director

**Funding:** 2300 - Impact Fee

**Category:** Water & Sewer Improvements

**Rank:** 1

**Project #:** 07002

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 400,000   |
| 2019            |    | 400,000   |
| 2020            |    | 400,000   |
| 2021            |    | 400,000   |
| 2022            |    | 400,000   |
| <hr/>           |    |           |
| Total           | \$ | 2,000,000 |

**Description:**

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This project is to accumulate funding for water projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

**Scheduled Implementation:**

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*Active Project*

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Wastewater Impact Fee Improvements

**Division:** 700 - Utilities Director

**Funding:** 2300 - Impact Fee

**Category:** Wastewater Treatment Improvements

**Rank:** 2

**Project #:** 07004

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 300,000   |
| 2019            |    | 300,000   |
| 2020            |    | 300,000   |
| 2021            |    | 300,000   |
| 2022            |    | 300,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,500,000 |

**Description:**

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This project is to accumulate funding for wastewater projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

**Scheduled Implementation:**

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*Active Project*

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Animal Services Improvements

**Division:** 671 - Animal Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Facilities Management Improvements

**Rank:** 1

**Project #:** 14002

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 33,000  |
| 2019            |    | 51,000  |
| 2020            |    | 18,000  |
| 2021            |    | 48,000  |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 150,000 |

**Description:**

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This project is for the facilities maintenance at Animal Services. This project includes HVAC replacement, plumbing upgrades, replacing fixtures with LED lighting, window replacements in the dog room, roof replacement on the main shelter building, and the purchase of a generator.

**Scheduled Implementation:**

*New Project Request*

2018 - HVAC unit replaced and LED fixtures at the main shelter building and windows replaced in the dog room; 2019 - HVAC unit and plumbing replaced at the main shelter building, a HVAC unit replaced at the clinic, and purchase of a generator; 2020 - HVAC units replaced at the main shelter building, the clinic, and the kennel building; and 2021 - HVAC unit and roof replacement on the main shelter building.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Other Drainage Improvements

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Bridge & Drainage Improvements

**Rank:** 1

**Project #:** 02108

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 400,000   |
| 2019            |    | 200,000   |
| 2020            |    | 200,000   |
| 2021            |    | 200,000   |
| 2022            |    | 200,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,200,000 |

**Description:**

---

This project is for drainage projects needed to mitigate flooding, repair and upgrade existing systems, cost share with developments when applicable, and for storm drainage materials for use in projects constructed by in-house crews. Funding will be accumulated where possible for additional large drainage projects.

**Scheduled Implementation:**

*Active Project*

This is an on-going project to address drainage problems as they are identified and to collect funds for larger projects that may take multiple years to implement.

**Effect on Operations:**

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Typically, drainage projects completed under this program reduce operational cost due to reduced maintenance requirements.

**Master Plan(s) Addressed:**

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The City Council's Guiding Principles of "Well Maintained City Infrastructure and Facilities" as well as the "Ecosystem Preservation" may be addressed with this project. The project covers maintenance, repair, and upgrades to storm drain systems and may also include stream restoration, erosion repairs, and other similar projects that protect or improve water quality.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Stormwater Quality Management

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Bridge & Drainage Improvements

**Rank:** 2

**Project #:** 02097

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 160,000 |
| 2019            |    | 160,000 |
| 2020            |    | 160,000 |
| 2021            |    | 160,000 |
| 2022            |    | 160,000 |
| <hr/>           |    |         |
| Total           | \$ | 800,000 |

**Description:**

This project is on-going and includes activities required to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit that is administered by the Arkansas Department of Environmental Quality. The funding is also used for other stormwater projects that focus on improving water quality in accordance with the City's Nutrient Reduction Plan, including stream restoration projects, funding for water quality groups, and project management and administration.

**Scheduled Implementation:**

*Active Project*

This is an on-going project that has yearly obligations. Additional funding is used for matching funds for stream restoration and other water quality projects that become available.

**Effect on Operations:**

Stream restoration projects require maintenance after the initial period.

**Master Plan(s) Addressed:**

This project furthers the City Council's Guiding Principle of "Ecosystem Preservation" by funding water quality protection and improvement projects.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Drainage Maintenance

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Bridge & Drainage Improvements

**Rank:** 3

**Project #:** 11021

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 100,000 |
| 2021            |    | 100,000 |
| 2022            |    | 100,000 |
| <hr/>           |    |         |
| Total           | \$ | 400,000 |

**Description:**

This project is to replace deteriorated or inadequate drainage structures or pipes to improve water flow and reduce localized flooding.

**Scheduled Implementation:**

*Active Project*

Transportation works with the City's Engineering Division to identify and prioritize projects. Pending projects include Ramsey Avenue and Prairie Street box culverts, installation of storm drain pipe along Millsap Road and Duncan Avenue, Park Avenue drainage improvements, and replacement of deteriorated or undersized pipe at various locations throughout the City.

**Effect on Operations:**

Effects on operations will depend on specific projects but generally decreases cost by correcting problems and reducing recurring maintenance.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Building Improvements

**Division:** 140 - Facilities Management

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Facilities Management Improvements

Rank: 1 Project #: 02046

## Project Request

|      |    |         |
|------|----|---------|
| 2018 | \$ | 290,000 |
|------|----|---------|

|      |         |
|------|---------|
| 2019 | 390,000 |
|------|---------|

|      |         |
|------|---------|
| 2020 | 260,000 |
|------|---------|

|      |         |
|------|---------|
| 2021 | 134,000 |
|------|---------|

|      |         |
|------|---------|
| 2022 | 194,000 |
|------|---------|

Total      \$      1,268,000

**Description:**

This project is for the repairs to city facilities. The repairs and replacements include damaged and worn roofs, and HVAC systems. The project also provides for other improvements such as remodels which includes painting, light fixtures, plumbing fixtures, ceilings, floor coverings, fire alarms, furniture, and window replacements.

**Scheduled Implementation:**

*Active Project*

In 2018 - Phase 2 of window replacements at the City Administration building and ADA parking on the south side; and 2019 - HVAC replacements, office remodels, and LED lighting.

### Effect on Operations:

Replacement of older equipment, roofs, windows, and lighting and plumbing fixtures provides a decrease in energy use.

**Master Plan(s) Addressed:**

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The replacement of roofs, HVAC systems, lighting upgrades, window replacements, and interior finish upgrades support the goal of this initiative.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Building Efficiency Improvements

**Division:** 631 - Sustainability & Resilience

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Other Capital Improvements

**Rank:** 1

**Project #:** 15009

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 40,000  |
| 2019            |    | 40,000  |
| 2020            |    | 40,000  |
| 2021            |    | 40,000  |
| 2022            |    | 40,000  |
| <hr/>           |    |         |
| Total           | \$ | 200,000 |

**Description:**

This project consists of annual, smaller scale energy efficiency, weatherization, and water conservation improvements to city buildings. Included in the project is the repair and replacement of inefficient HVAC equipment, lighting upgrades, insulation, window repair/replacement, and water efficiency projects. Energy assessments may need to be performed on several buildings to identify the scope of specific projects.

**Scheduled Implementation:**

*Active Project*

Improvements with the greatest payback will be completed first.

**Effect on Operations:**

Reduction in utility and maintenance costs and time spent repairing outdated equipment.

**Master Plan(s) Addressed:**

Anticipated recommendations from the Energy Action Plan (Fall 2017) include reducing energy consumption in city-owned buildings through a combination of energy efficiency improvements and greater investment in on-site renewables. Investment in building efficiency improvements will directly support this goal of reducing city-owned building energy consumption. Building efficiency Improvements and the development of the City's Energy Action Plan directly support the recommended sustainability strategic focus areas in the Fayetteville First and Economic Development Plans including sustainable Fayetteville branding and STAR Communities re-certification action items.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fire Apparatus Replacements

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** 1

**Project #:** 03019

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 865,000   |
| 2019            |    | 1,000,000 |
| 2020            |    | 1,500,000 |
| 2021            |    | 1,300,000 |
| 2022            |    | 1,100,000 |
| <hr/>           |    |           |
| Total           | \$ | 5,765,000 |

**Description:**

This project is for the replacement of fire apparatus. The Fire Department has experienced a dramatic increase in emergency call volume which is impacting the replacement cycle for the fleet. The general industry standard guideline is for a fire engine/quint to serve on the front line for seven years and in the reserve fleet for three years for a total of 10 years of reliable service. For a ladder truck or aerial apparatus, the guideline is to serve for 10 years on the front line and five years in the reserve fleet. In addition to the \$5,765,000 funded in the 2018-2022 period, there is \$1,920,000 in funding on the unfunded project list.

**Scheduled Implementation:**

*Active Project*

In 2018 - purchase of a Quint apparatus. in 2019 - purchase an Aerial Ladder Platform apparatus. In 2021 - purchase two engines, one for replacement and one expansion apparatus for a new fire company. In 2022 - purchase another Quint apparatus.

**Effect on Operations:**

Motor pool costs for maintenance will be reduced initially. However, as the fire trucks age the maintenance and repair costs will follow the normal patterns. In 2021, personnel cost will increase with the approval of a new fire station and crew as well as motor pool for the expansion units.

**Master Plan(s) Addressed:**

Within the City Council's Guiding Principles, two priorities are identified that pertain to this project. The initiatives are a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." Maintaining the apparatus replacement schedule keeps the equipment from deteriorating. In order to meet the emergency response demands of the Fire Department, the apparatus needs to be reliable and dependable. This also directly impacts the reputation as a safe community.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fire Facility Maintenance

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** 2                                      **Project #:** 02006

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 75,000  |
| 2019            |    | 75,000  |
| 2020            |    | 140,000 |
| 2021            |    | 190,000 |
| 2022            |    | 120,000 |
| <hr/>           |    |         |
| Total           | \$ | 600,000 |

**Description:**

This project is for major repairs to 10 existing facilities. Repairs include but are not limited to roofing, plumbing, or drainage repairs and replacements, remodeling, fencing, driveway replacements, generators, stability assessments, fire escape replacements, and structural repairs to stations. This project allows for necessary repairs to the Fire Department's multiple fire stations, office locations, and facilities.

**Scheduled Implementation:** *Active Project*

Projects include additional parking and driveway improvements at Station #7 and concrete driveways and station building renovations/additions at multiple stations.

**Effect on Operations:**

This project allows maintenance of the current facilities and addresses future maintenance needs.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fire Technology Equipment Replacements

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** 3

**Project #:** 10017

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 40,000  |
| 2019            |    | 60,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 60,000  |
| <hr/>           |    |         |
| Total           | \$ | 260,000 |

**Description:**

This project will allow for the replacement of systems as they become technologically obsolete or inoperable without interrupting daily operations. With computer devices in all apparatus as well as all fire stations, staff is currently supporting and maintaining over 90 computers, mobile devices and software applications for 122 personnel. As technology infiltrates personal protective equipment such as face pieces and sensors, there is a growing demand to support and maintain new technology. In addition, there is personnel accountability technology that helps account for the overall status of personnel and records movements into and out of an emergency incident.

**Scheduled Implementation:**

*Active Project*

The Information Technology Division of the City identified a replacement schedule for 2018-2022. This replacement list includes but is not limited to computers, printers, tablets, and data terminals. In 2019, additional funds have been requested due to the replacement of mobile data terminals.

**Effect on Operations:**

Anticipated upgrades will be needed for integrated personal safety equipment, hardware, and software. These upgrades will allow staff to keep current with the continual information technology needs.

**Master Plan(s) Addressed:**

This request addresses the Council Strategic Guiding Principles of a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." This project is essential for maintaining the investment citizens have made in city public safety systems.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Firefighter Safety Equipment

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** 4

**Project #:** 16002

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | 17,000  |
| 2020            |    | 20,000  |
| 2021            |    | 40,000  |
| 2022            |    | 40,000  |
| <hr/>           |    |         |
| Total           | \$ | 117,000 |

**Description:**

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This project is to replace the cascade systems that refill the breathing air bottles and the air bottles.

**Scheduled Implementation:**

*Active Project*

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Staff will replace the cascade systems as needed.

**Effect on Operations:**

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The self-contained breathing apparatus air bottles must be replaced after 15 years of service.

**Master Plan(s) Addressed:**

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This request addresses the City Council's Guiding Principle of "Well Maintained City Infrastructure and Facilities." This project specifically covers the anticipated need for replacing existing SCBA fill stations. Staff has increased the life of the fill stations by implementing a comprehensive maintenance program.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fire Mobile Radios

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** 5

**Project #:** 10015

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | 500,000 |
| <hr/>           |    |         |
| Total           | \$ | 500,000 |

**Description:**

This project is to update the existing radio system which requires updating every ten years. These funds will be included with the Police Department for the required upgrade.

**Scheduled Implementation:**

*Active Project*

In 2022, replacement of the City's radio systems.

**Effect on Operations:**

This will maintain the radio system to the quality level that is necessary to meet the citizen's emergency response needs.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Technology Equipment Replacements

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 1 **Project #:** 02057

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 130,000 |
| 2019            |    | 85,000  |
| 2020            |    | 100,000 |
| 2021            |    | 155,000 |
| 2022            |    | 165,000 |
| <hr/>           |    |         |
| Total           | \$ | 635,000 |

**Description:**

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

**Scheduled Implementation:**

*Active Project*

Information Technology staff will utilize the replacement plan to prioritize and purchase citywide equipment throughout the year. Staff will meet before the start of each fiscal year to determine priorities for each purchase then use the replacement plan to document and manage the annual equipment replacements.

**Effect on Operations:**

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year. Due to the increased quantity of replacements, an additional staff member to assist with deploying the equipment is needed.

**Master Plan(s) Addressed:**

By replacing computer technology, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing the computer technology via a structured computer replacement plan, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Local Area Network (LAN) Upgrades

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 2                                      **Project #:** 02056

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 125,000 |
| 2019            |    | 200,000 |
| 2020            |    | 109,000 |
| 2021            |    | 115,000 |
| 2022            |    | 136,000 |
| <hr/>           |    |         |
| Total           | \$ | 685,000 |

**Description:**

This project is to upgrade and expand the City's Local Area Network (LAN) infrastructure. The LAN is used by all divisions in the City across thirty locations connecting approximately 850 devices. While most components of the LAN are on a five year lifecycle, consideration is given to increases in the system's user base and advances in technology that create a need for hardware and operating system upgrades. In the next five years, most of the existing servers, switches, and other network hardware will be replaced. Staff also has plans to add technology that will increase the speed and reliability of the different aspects of the LAN. Specifically, redundant and/or battery protected power supplies, internet redundancy, internal/external network penetration testing, security awareness training, network management and testing tools, Wide Area Network (WAN) optimization hardware, additional monitoring and alerting, and tools to help manage and deploy security policy.

**Scheduled Implementation:**

*Active Project*

The hardware replacement schedules will be followed as planned with different LAN components replaced each year. In 2019, there is a substantial increase due to several major network components that need to be replaced.

**Effect on Operations:**

Hardware maintenance cost is expected to increase for the new expansion items.

**Master Plan(s) Addressed:**

By replacing the City's Local Area Network infrastructure via a structured replacement plan, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured replacement plan ensures the City's infrastructure is kept up to date and current with the latest technology providing for workforce efficiency gains and better service for citizens.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                       |                   |       |
|-----------------------|---------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Telecommunication Systems Upgrades    |                   |       |
| <b>Division:</b>      | 170 - Information Technology          |                   |       |
| <b>Funding:</b>       | 4470 - Sales Tax Capital Improvements |                   |       |
| <b>Category:</b>      | Information Technology Improvements   |                   |       |
| <b>Rank:</b>          | 3                                     | <b>Project #:</b> | 04001 |

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 20,000  |
| 2019            |    | 20,000  |
| 2020            |    | 60,000  |
| 2021            |    | 20,000  |
| 2022            |    | 20,000  |
| Total           | \$ | 140,000 |

**Description:**

This project is for system upgrades, additional equipment, and new software features that become available for users as well as for additional licenses needed for users adding onto various modules such as the paging system, recording system, etc. and provide phone replacements as-needed.

**Scheduled Implementation:**

*Active Project*

Staff anticipates replacing up to 50 phones per year as-needed with a system upgrade planned in 2020.

### Effect on Operations:

Slight increases in software maintenance and licensing as employees are added.

**Master Plan(s) Addressed:**

By keeping the telecommunication system and phones up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Storage Area Network (SAN)  
**Division:** 170 - Information Technology  
**Funding:** 4470 - Sales Tax Capital Improvements  
**Category:** Information Technology Improvements  
**Rank:** 4 **Project #:** 09031

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 40,000  |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | 200,000 |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 240,000 |

**Description:**

This project provides storage for the City's increasing data needs. In order to provide fast, reliable access to data, a centralized enterprise class storage system is required. A Storage Area Network (SAN) allows staff to manage storage for a large group of servers as a single pool, as opposed to managing the storage for each server individually. SAN also allows multiple copies of critical data to be stored in geographically diverse locations in an automated and efficient manner. The SAN is currently installed at the City Administration Building and at the Information Technology Division's primary data center. This strategy allows for critical data at one physical location to be replicated to a different physical location which is an essential component for disaster recovery preparedness as well as minimizes potential disruptions of service.

**Scheduled Implementation:**

*Active Project*

Drives and enclosures will be added as the demand for storage increases with a major upgrade planned in 2021.

**Effect on Operations:**

No significant change over the current annual hardware maintenance expense.

**Master Plan(s) Addressed:**

By maintaining the SAN and keeping the system up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Cyber Security

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 5

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 25,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 65,000 |

**Description:**

This project is to provide comprehensive cyber security training across the City, helping to mitigate security risk and improve security posture. This holistic approach to cyber security would provide internal and external penetration testing to ensure the network is as secure and protected as possible. This training will help to manage the problem of social engineering and phishing attacks.

**Scheduled Implementation:**

*New Project Request*

Security awareness training in 2018 with external and internal penetration testing every other year.

**Effect on Operations:**

**Master Plan(s) Addressed:**

To support the City Council's Guiding Principles of "A Financially Sustainable City Government" and "Well-Maintained City Infrastructure and Facilities," staff needs to continuously monitor and enhance security.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fayetteville-AR.gov Technical Improvements

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 6 **Project #:** 04047

## Project Request

|      |    |        |
|------|----|--------|
| 2018 | \$ | 20,000 |
|------|----|--------|

|      |        |
|------|--------|
| 2019 | 22,000 |
|------|--------|

|      |        |
|------|--------|
| 2020 | 23,000 |
|------|--------|

|      |        |
|------|--------|
| 2021 | 24,000 |
|------|--------|

|      |        |
|------|--------|
| 2022 | 25,000 |
|------|--------|

|       |    |         |
|-------|----|---------|
| Total | \$ | 114,000 |
|-------|----|---------|

**Description:**

This project provides for expansion, enhancements, third party application integration, promotion, and maintenance of the City's website. Fayetteville-AR.gov utilizes a hosted Content Management System (CMS) that is configured and maintained by a third party. This project allows for the continuation of improvements to the website by improving stability, security, marketing, web payments, and the overall marketing and communications of the City of Fayetteville.

**Scheduled Implementation:**

*Active Project*

Funding will be utilized on an as-needed basis throughout the year to address important security, stability, and functionality throughout the year.

### Effect on Operations:

The Marketing and Communication Division provides direct oversight of the City's website and the Information Technology Division provides technical support and assists with future initiative strategy. Multiple IT staff are involved in the support of the website and underlying technologies with a large role related to web payments.

**Master Plan(s) Addressed:**

This project will continue to expand the website functionality to include improved web payments, improved communication of projects and plans, and obtain feedback from the community. The website directly supports the Fay First Plan: Business Retentions and Attraction; Lifestyle Quality, Marketing and Communications; and Sustainability.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Document Management

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 7                                      **Project #:** 02094

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 20,000  |
| 2019            |    | 22,000  |
| 2020            |    | 22,000  |
| 2021            |    | 23,000  |
| 2022            |    | 23,000  |
| <hr/>           |    |         |
| Total           | \$ | 110,000 |

**Description:**

This project is to add additional scanners, licenses, and new functionality as processes are automated within the Laserfiche Electronic Document Management System (EDMS). Each year Laserfiche usage is expanded to new users and divisions and to develop new use cases to improve document management needs such as individual user licenses, server licenses, and forms licenses.

**Scheduled Implementation:** *Active Project*

**Effect on Operations:**

Laserfiche process improvements are often labor-intensive for automating or streamlining documents in order to reduce staff time and increase accessibility. Staff time decreases once a new Laserfiche process has been fully implemented.

**Master Plan(s) Addressed:**

To support the City Council's Guiding Principles of "A Financially Sustainable City Government" and "Well-Maintained City Infrastructure and Facilities," staff needs to accurately and efficiently manage the City's documents. This project provides funding to expand Laserfiche document management to improve the capture, automation, and overall maintenance of documents.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                       |                   |       |
|-----------------------|---------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Geographic Information System (GIS)   |                   |       |
| <b>Division:</b>      | 170 - Information Technology          |                   |       |
| <b>Funding:</b>       | 4470 - Sales Tax Capital Improvements |                   |       |
| <b>Category:</b>      | Information Technology Improvements   |                   |       |
| <b>Rank:</b>          | 8                                     | <b>Project #:</b> | 02055 |

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| Total           | \$ | 250,000 |

**Description:**

This project is to upgrade and expand the City's Geographic Information Systems (GIS) computer hardware, software, and data collection systems to accommodate growth in the system's applications and user base. This includes computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information. This system provides necessary information for the 911 system, the Planning, Engineering, Economic Development, and Transportation divisions, Hansen, and utility projects. Additionally, GIS provides software, web applications, data, and analytical support to assist many city divisions including Police, Fire, Parks & Recreation, and Economic Vitality in both operational needs and long term planning.

**Scheduled Implementation:**

*Active Project*

GIS purchases new aerial photography on an annual basis and updates various datasets on an as-needed basis (elevation contours, building foot prints, etc.). Various purchases coincide with a master plan project to ensure staff has the data available to support the creation and implementation of approved plans. Hardware is purchased based upon the City's technology replacement schedule.

### Effect on Operations:

New data that is purchased will improve the quality and accuracy of the GIS data provided to staff and citizens.

**Master Plan(s) Addressed:**

Every master plan that the City has initiated, except the energy plan, has involved the use of GIS technologies to assist with the development, analysis, and presentation. Both staff and consultants use a myriad of GIS data to perform in depth spatial analysis. Staff works with each master plan to ensure existing data is leveraged and consultants either update existing GIS data or provide the City with copies of the final map data. This includes providing existing data related to parcels, zoning, utilities, trails, parks, transportation, topographical, and aerial photography data and creating new datasets as needed to support plan development.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Regional Park Fiber and Network

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 9                                      **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 30,000 |
| 2019            |    | 15,000 |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 45,000 |

**Description:**

This project will interconnect the buildings with fiber at the Regional Park and allow for added services such as video surveillance, access control, phones, and computers. The project includes the installation of fiber within the existing conduits, termination of fiber, and the purchase and installation of the necessary network equipment to support future regional park technology needs.

**Scheduled Implementation:**

*New Project Request*

In 2018, the fiber cable between the existing buildings and associated network equipment and video surveillance will be installed. In 2019, additional fiber and network equipment for the planned future expansion to the regional park will be installed.

**Effect on Operations:**

Hardware maintenance expense would increase with the addition of network equipment.

**Master Plan(s) Addressed:**

To support the City Council's Guiding Principles of "Reputation as a Safe Community" and a "Fun City in Which to Live," staff is requesting to extend the City's network into the Regional Park. This will lay the foundation to improve security through video and access control, improve safety by allowing phone access, and support recreational programs by allowing computer access. The Parks Master Plan calls for increased amenities and this project will provide the connectivity to support new amenities and programs.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Hansen Version 8 Upgrade

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 10                      **Project #:** 16003

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 500,000 |
| 2019            |    | 75,000  |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 575,000 |

**Description:**

This project is to replace the current work order system the City is using. The upgrade for the Hansen software is very costly and alternatives are being considered. The current software allows staff to track development projects, work orders, inventory, permits, inspections, and customer complaints to assist staff with managing operations. Multiple software vendors are being considered that would replace the existing Hansen functionality, add tablet support, improve efficiency of staff, and include a citizen website portal that would improve customer service within each division. Funding for this project may require a transfer from General Fund.

**Scheduled Implementation:**

*Active Project*

The implementation of a new software application would take approximately 12-18 months to complete and would include data conversion from the existing Hansen software and professional services to implement.

**Effect on Operations:**

Due to the age of the current Hansen software, replacing Hansen with a new software application will provide significant functionality enhancements in usability, mobile applications for field workers, and website portals to improve customer service. This project currently has \$195,000 in funding from reappropriations.

**Master Plan(s) Addressed:**

To support the City Council's Guiding Principles of "A Diverse, Growing Local Economy" and "Well-Maintained City Infrastructure and Facilities," the current Hansen software needs to be replaced. The new software will focus on improving the efficiency and transparency of Development Services, Engineering, Planning, Code Enforcement, Building Safety, Transportation, and Utilities Financial Services divisions. The software includes tablet computer support which improves how field staff receive and enter work orders and improves the overall management of the transportation and utility infrastructure. The upgrade will also address goals within the Fayetteville First Plan by improving efficiency and decreasing the staff time it takes to process development projects, permits, and related requests.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Library Materials Purchases

**Division:** 080 - Library

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Library Improvements

**Rank:** 1

**Project #:** 02049

**Project Request**

|       |    |           |
|-------|----|-----------|
| 2018  | \$ | 431,000   |
| 2019  |    | 413,000   |
| 2020  |    | 542,000   |
| 2021  |    | 561,000   |
| 2022  |    | 581,000   |
| <hr/> |    |           |
| Total | \$ | 2,528,000 |

**Description:**

This project provides Fayetteville citizens access to library materials that meet recreational and informational needs of the community. Youth collections emphasize materials that encourage and enforce literacy development including picture books, step-up-to-chapter books, audiobooks, eBooks, and fiction and nonfiction books. Adult collection highlights include popular and award-winning fiction and nonfiction books, audiobooks, eBooks, films, and a robust genealogy collection. This project also supports the purchase of microfilm readers used by researchers providing access to the Library's local history collection. Collection size is approximately 325,000 items and is expected to grow by 15% annually with focuses on high demand titles and holds ratio reductions.

**Scheduled Implementation:**

*Active Project*

The library materials budget is on a January through December cycle. Materials are ordered and processed daily so that new materials are consistently available to patrons throughout the year.

**Effect on Operations:**

This project improves wait times for high demand items, increases the variety of materials available, and improves equality of access to information regardless of citizen's socioeconomic status.

**Master Plan(s) Addressed:**

Library collections directly support the Fayetteville First Master Plan through contribution to the health of Fayetteville's arts and culture environment (focus 1). In addition to providing access to humanities, educational and literary materials, local history collections are greatly valued, preserving Fayetteville's past. Much of the Library's collection is devoted to workforce development and educational materials (focus 3). Providing resources that support individuals' employment endeavors increases quality of life in Fayetteville. Access to robust collections and resources as a supplementation to education of all levels is attractive to potential citizens who value education. Furthermore, the Library provides numerous resources focused on small business and nonprofit management. Both sectors are faithful library users who are supported through capacity building resources and education opportunities. Additionally, this project supports the City's 2030 Plan, Goal 1 by subsidizing the resources available at investments in Fayetteville's civic core.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Library Technology Equipment Replacements

**Division:** 080 - Library

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Library Improvements

**Rank:** 2

**Project #:** 04004

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 75,000  |
| 2019            |    | 34,000  |
| 2020            |    | 205,000 |
| 2021            |    | 185,000 |
| 2022            |    | 101,000 |
| <hr/>           |    |         |
| Total           | \$ | 600,000 |

**Description:**

This project is to provide new and/or upgraded technology infrastructure and services to library staff and patrons. The technology replacement cycle is typically five years or less depending upon utilization. The project includes but is not limited to: all personal computing stations (staff and public); circulating technology equipment including laptops, iPads, and DVD players; server infrastructure; IP camera based digital CCTV system; VoIP phone system; IP speaker web based mass communication and paging system; networking equipment; Starr Island learning stations; and various pieces of trending digital equipment for a patron technology innovation center/maker space.

**Scheduled Implementation:**

*Active Project*

The project is planned to be implemented prior to June of each year to ensure the maximum number of library patrons are able to access and use the latest technologies while using the Library.

**Effect on Operations:**

In 2016, there were 104,813 computer sessions and 326,722 wireless hours.

**Master Plan(s) Addressed:**

Technology purchased through this project supports the City's digital inclusion priorities. The funded equipment provides citizens, regardless of socioeconomic status, equal access to essential workforce, creative, research, educational, STEM, and personal technologies required to participate efficiently in society. Students depend on 24/7 digital access to library resources through the i-card initiative where all Fayetteville students are issued internet library cards and provided access to the Library's on-line homework help and e-resources as well as access to the computers and printing inside the Library. In support of the City's historical and cultural resources goals, library technology is used to develop and maintain a digital archive, preserving local history and making it available to researchers and local historians. These projects directly support the City Council Strategic Initiatives and the Fayetteville First Plan, specifically Focus 1: Arts and Culture, Focus 3: Education/Workforce, and Focus 4: Entrepreneurship and Innovation.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** City Hall Room 111 A-V Upgrade

**Division:** 060 - Media Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Media Services Improvements

**Rank:** 1

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 97,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 97,000 |

**Description:**

This project is to convert meeting room 111 in the City Administration building to a multipurpose room by replacing the existing equipment and furniture with all new audio/video equipment, audience and table seating, lighting, and wireless/hard-wired connectivity.

**Scheduled Implementation:**

*New Project Request*

**Effect on Operations:**

Once Room 111 becomes multipurpose, less staff time is required to configure and reconfigure equipment and tables. New A/V capability will yield a superior visual recording. Staff and committee members will experience better connectivity for meeting presentations and events.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Television Center Equipment

**Division:** 060 - Media Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Media Services Improvements

**Rank:** 2

**Project #:** 02061

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 85,000  |
| 2020            |    | 25,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 260,000 |

**Description:**

This project is to replace and upgrade equipment at the Television Center. The equipment includes production technology, studio equipment and accessories, lighting, sound, signal processing, telecasting equipment, file storage, field equipment, etc. The Television Center also provides equipment support for the audio-visual needs of the Administration and City Departments/Divisions, including the purchase of and/or replacement of needed equipment when necessary, such as displays or projectors, audio and video equipment, processors, and other A/V system equipment. This project includes provisions for upgrading studio cameras, new LED studio lighting, power conditioning, a dimming system, cyclorama wall repair and improvement, and a 10'x10' virtual set/VR studio inset.

**Scheduled Implementation:**

*Active Project*

2018 - studio cameras replaced and a cyclorama wall repair and upgrade; 2019 - studio lighting LED replacements; 2021 - half of the virtual set/VR equipment ; and 2022 - the remaining half of the virtual set/VR equipment.

**Effect on Operations:**

The studio lighting conversion to LED from high-intensity, high-heat-generating tungsten units will reduce utility costs.

**Master Plan(s) Addressed:**

Strategy 4 of the Building Efficiency Section of the Energy Action Plan is to make existing institutional, commercial and industrial buildings more efficient. In the studio housed within the Television Center, a change from inefficient, heat-generating tungsten broadcast studio lighting to more efficient LED broadcast lighting supports this building efficiency strategy.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Digital Signage Implementation

**Division:** 060 - Media Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Media Services Improvements

**Rank:** 3

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 12,000 |
| 2019            |    | 12,000 |
| 2020            |    | 12,000 |
| 2021            |    | 12,000 |
| 2022            |    | 12,000 |
| <hr/>           |    |        |
| Total           | \$ | 60,000 |

**Description:**

This project is to maintain and improve the City's digital signage and visual messaging in various city facilities. This includes upgrading displays, adding new display technologies and types, and offering interactive displays utilized by the digital signage system housed at the Television Center in order to better communicate to citizens.

**Scheduled Implementation:**

*New Project Request*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** City Hall A-V Maintenance

**Division:** 060 - Media Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Media Services Improvements

**Rank:** 4

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

This project is for the replacement of audio-visual equipment that malfunctions and is irreparable, reaches end-of-life status in manufacturer support, or is supplanted by a newer/improved model.

**Scheduled Implementation:** *New Project Request*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Woolsey Homestead Historic Restoration Project

**Division:** 140 - Facilities Management

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Miscellaneous Capital Improvements

**Rank:** 1

**Project #:** 15008

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 90,000  |
| 2019            |    | 150,000 |
| 2020            |    | 163,000 |
| 2021            |    | 141,000 |
| 2022            |    | 200,000 |
| <hr/>           |    |         |
| Total           | \$ | 744,000 |

**Description:**

The project is to reconstruct the Woolsey homestead, surrounding outbuildings, and cemetery back to the 1840's era to allow tours and educational events. The overall project is to create a tourism, an educational, and a historical preservation component. The property is close to the Woolsey Wet Prairie and trail system.

**Scheduled Implementation:**

*Active Project*

2018 - Phase 1 is for stabilization and demolition; 2019 - Phase 2 is the exterior reconstruction; 2020 - Phase 3 is the interior renovations; 2021 - Phase 4 is to reconstruction the smokehouse reconstruction and cemetery; and 2022 - Phase 5 is construction of the outbuildings.

**Effect on Operations:**

**Master Plan(s) Addressed:**

The City Council's Guiding Principles recommend "Educational, Research and Healthcare Excellence" and a "Fun City in Which to Live" and once completed, the Woolsey Homestead restoration will provide an educational component by offering what a mid 1800's farmstead would have looked like and touch on the ways of life in that era. With a connection to the trails and wetlands, the homestead also provides a fun destination. Bringing this building back from deterioration and disrepair also supports the initiative of having "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Audit Expense

**Division:** 131 - Accounting & Audit

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Other Capital Improvements

**Rank:** 1

**Project #:**

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 8,000  |
| 2019            |    | 8,000  |
| 2020            |    | 8,000  |
| 2021            |    | 8,000  |
| 2022            |    | 8,000  |
| <hr/>           |    |        |
| Total           | \$ | 40,000 |

**Description:**

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This project is to account for the portion of the audit cost that is allocated to the sales tax capital fund.

**Scheduled Implementation:**

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Accounting Office Equipment

**Division:** 131 - Accounting & Audit

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Other Capital Improvements

**Rank:** 2

**Project #:** 00000

| Project Request |    |       |
|-----------------|----|-------|
| 2018            | \$ | -     |
| 2019            |    | -     |
| 2020            |    | 6,000 |
| 2021            |    | -     |
| 2022            |    | -     |
| <hr/>           |    |       |
| Total           | \$ | 6,000 |

**Description:**

This project is to replace the check sealer in the Accounting & Audit Division. The sealer is used on payroll checks whether the checks are a direct deposit or an actual check. The life expectancy for the current sealer is seven years.

**Scheduled Implementation:**

*New Project Request*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** GPS Survey Equipment

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Vehicles & Equipment Improvements

**Rank:** 1

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 36,000 |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 36,000 |

**Description:**

This project is to replace equipment which is used to assist many departments throughout the City with surveying needs. The equipment is becoming erratic in performance, causing costly down time. Replacing the equipment will achieve maximum accuracy while reducing man hours.

**Scheduled Implementation:**

*New Project Request*

The purchase of the equipment would be in the first quarter of 2019.

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parks & Recreation Software

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** 1                                      **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 35,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 35,000 |

**Description:**

---

This project is for management software that will increase department efficiency by creating a single platform for managing activities, facilities, and point of sale transactions. The platform would include public portals for citizens to track activities and register for new programs and rentals as well as conveniently pay online. The data collected and managed with the software would increase marketing capabilities and to inform citizens of schedule changes due to inclement weather.

**Scheduled Implementation:**

*New Project Request*

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Planned purchase and implementation during the end of the first/beginning of the second quarter of 2018.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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A Guiding Principle of the City Council is to be a "Fun City In Which To Live." Parks and Recreation is a community leader in providing fun facilities and activities for the citizens of Fayetteville. Recreation Management Software would assist in efficiently providing the services.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Park Paving Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 2

**Project #:** 16004

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 58,000  |
| 2019            |    | 58,000  |
| 2020            |    | 58,000  |
| 2021            |    | 58,000  |
| 2022            |    | 58,000  |
| <hr/>           |    |         |
| Total           | \$ | 290,000 |

**Description:**

This project is to overlay and/or replace existing interior roads and parking areas. Many of the parks are aging and pavement surfaces are deteriorating. Priorities have historically been to replace and upgrade facilities, however the infrastructure is beginning to fail in some areas and is in need of repair. This project will repave approximately 3,300 square yards of surfacing per year.

**Scheduled Implementation:**

*Active Project*

In 2018 and 2019 funds will be used as a grant match for a low impact design parking area at Regional Park. Beaver Watershed Alliance is applying for a an EPA section 319 grant to build low impact parking areas. Staff has targeted the eastern parking area near the soccer fields at the Regional Park for the project. Additional parks will be assessed each year and prioritized.

**Effect on Operations:**

**Master Plan(s) Addressed:**

The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the plan from the Executive Summary through the general recommendations of the Parks Master Plan. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Lake Fayetteville Watershed Grant Match

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 3 **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 10,000 |

**Description:**

This project is for a joint partnership study with the Watershed Conservation Resource Center (WORK), the City of Springdale, the Illinois River Partnership, the Cooperative Extension Service, the Natural Resource Conservation Service (NRCS), and the City of Fayetteville. Lake Fayetteville is a nutrient enriched lake which has resulted in accelerated eutrophication that has impaired the water quality. Before measures can successfully be implemented to improve the water quality of the lake, a better understanding of the nutrient source from the watershed needs to be obtained. All entities will be providing funding or an in-kind match.

**Scheduled Implementation:**

*New Project Request*

The project began in 2017 and will conclude in 2018.

**Effect on Operations:**

There are no operating costs associated with this study.

**Master Plan(s) Addressed:**

This study will help the City Council address the Guiding Principles of a "Naturally Beautiful City," "Well-Maintained City Infrastructure and Facilities", "Reputation as a Safe Community," and "Ecosystem Preservation." Once the study is complete and deficiencies in the lake are corrected to improve the water quality, increased recreational opportunities will be available to continue to make this a "Fun City in Which to Live."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                           |                   |       |
|-----------------------|-------------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Parks & Rec Maintenance Work Order System |                   |       |
| <b>Division:</b>      | 520 - Parks & Recreation                  |                   |       |
| <b>Funding:</b>       | 4470 - Sales Tax Capital Improvements     |                   |       |
| <b>Category:</b>      | Information Technology Improvements       |                   |       |
| <b>Rank:</b>          | 4                                         | <b>Project #:</b> | 00000 |

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 30,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| Total           | \$ | 30,000 |

**Description:**

This project is for a maintenance work order system to increase efficiency in tracking labor costs and work orders. The new system would allow staff to use portable electronic devices to enter work order data on-site and would be a component of the new parks and recreation management software.

**Scheduled Implementation:**

## New Project Request

The planned purchase and implementation would be during the end of the first/beginning of the second quarter of 2018.

### Effect on Operations:

Software maintenance cost would increase.

**Master Plan(s) Addressed:**

A maintenance work order system which allows staff to plan and allocate resources timely and efficiently applies to the City Council's Guiding Principle of a "Financially Sustainable City Government."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Lake Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 5                                      **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | 250,000 |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

This project is to build primitive campsites at Lake Sequoyah as the lake offers a variety of recreational opportunities. Adding campsites will provide citizens a pristine camping experience minutes from downtown. The camp sites would be the first offered by the City. There would be a cost to rent the campsite and the boat dock operator would manage the campsites.

**Scheduled Implementation:**

*Previously Requested/Not Approved*

A master plan for the lake property would be developed in late 2018 and early 2019 with campsite construction to be bid in late 2019.

**Effect on Operations:**

Annual operating costs would increase for building and grounds maintenance and trash collection. Fees for the camping permits would help offset the maintenance costs.

**Master Plan(s) Addressed:**

During the Park Master Plan input was received by residents indicating a desire to see Lake Sequoyah left primarily undisturbed and in a natural condition with primitive recreation activities available. This park is frequently used for organized campouts and portions of the property are ideal for this use.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Forestry & Habitat Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 6

**Project #:** 15012

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 32,000  |
| 2019            |    | 26,000  |
| 2020            |    | 26,000  |
| 2021            |    | 25,000  |
| 2022            |    | 25,000  |
| <hr/>           |    |         |
| Total           | \$ | 134,000 |

**Description:**

This project is for tree plantings and replacements in areas where trees are damaged including median right-of-way replacements. Median replacements are for the first three years after planting assuming 15% mortality rate. Other items included in this project are The Celebration of Trees which is required for the City's Tree City USA designation and habitat restoration and invasive removal projects such as the Lake Fayetteville Prairie restoration. This project is also used for the annual operational motor pool cost for a stump grinder and chipper.

**Scheduled Implementation:**

*Active Project*

Celebration of Trees is hosted each year in the fall. Tree replacements occur in the fall and spring of each year. Habitat restoration, including invasive removal, prairie management, and native grass and plant establishment are on-going.

**Effect on Operations:**

**Master Plan(s) Addressed:**

This project addresses the City 2030 Plan by meeting the goals set by the Council to assemble an enduring green network and to grow a livable transportation network. It also address the master street plan cross sections which show greenspace and street trees. The tree plantings and replacements and habitat restoration meets the City Council's Guiding Principles of "A Naturally Beautiful City" and "Ecosystem Preservation."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parks & Recreation Safety & ADA

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 7

**Project #:** 15011

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 15,000 |
| 2019            |    | 15,000 |
| 2020            |    | 15,000 |
| 2021            |    | 15,000 |
| 2022            |    | 15,000 |
| <hr/>           |    |        |
| Total           | \$ | 75,000 |

**Description:**

This project is to bring park equipment into ADA compliance such as swings, play equipment, and sidewalk connections as well as to address safety hazards that may occur over time.

**Scheduled Implementation:**

*Active Project*

Projects are identified as needed.

**Effect on Operations:**

**Master Plan(s) Addressed:**

The Parks & Recreation Master Plan identifies meeting ADA and safety requirements as a priority for existing and new facilities.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Lights of the Ozarks

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 8                                      **Project #:** 02001

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 23,000  |
| 2019            |    | 23,000  |
| 2020            |    | 23,000  |
| 2021            |    | 23,000  |
| 2022            |    | 23,000  |
| <hr/>           |    |         |
| Total           | \$ | 115,000 |

**Description:**

This project is for the Lights of the Ozarks display which is an extremely popular annual event that takes place from Thanksgiving to New Year's Eve. Approximately 500,000 lights are displayed around the downtown square where an estimated 300,000 people come to view the display.

**Scheduled Implementation:** *Active Project*

Staff begins the project in October to be completed by Thanksgiving and then removes the lighting in January.

**Effect on Operations:**

Utility costs are increased during the display.

**Master Plan(s) Addressed:**

A principle strategy of the Downtown Master Plan is to develop the experience-based economy of the downtown by expanding the focus on art, culture and entertainment. This is further emphasized through several implementation strategies, especially Promote Downtown.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Urban Forestry Analysis Update

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** 9

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | 50,000 |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

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This project is to update the Urban Tree Canopy Analysis that was done in 2012.

**Scheduled Implementation:**

*New Project Request*

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A Request for Proposal would be advertised in late 2021 and the study would be completed in 2022.

**Effect on Operations:**

**Master Plan(s) Addressed:**

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The Economic Development - Fayetteville First Plan states parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey. The City 2030 Plans states one of the City Council's goals is to create an enduring green network. Ensuring the City's tree canopy is healthy is essential in this endeavor.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Ballistic Protection

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 1                                      **Project #:** 13011

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 41,000  |
| 2019            |    | 18,000  |
| 2020            |    | 89,000  |
| 2021            |    | 42,000  |
| 2022            |    | 9,000   |
| <hr/>           |    |         |
| Total           | \$ | 199,000 |

**Description:**

This project provides the 50% local match and any shortfall from federal funding for the purchase of bulletproof vests for new officers, the replacement of expired bulletproof vests, and new/replacement tactical bulletproof vests for members of the Emergency Response Team (ERT). Federal, State, and Local mandates exist for all officers to wear bulletproof vests when engaging in law enforcement activities. This project further funds ballistic protection equipment for the ERT including ballistic shields, plates, and a blanket. The level III shield is designed to stop small arms ammunition and is lighter and more mobile. The level IV shield is heavier and rated to stop larger ammunition fired from rifles. The ERT members also have level IV ballistic plates carried within their ballistic vests. The ballistic blanket can be quickly deployed for high risk situations including the protection of officers and civilians as a personal shield or in vehicle transport.

**Scheduled Implementation:**

*Active Project*

All ballistic materials have a certified warranty of five years. For this reason, staff recommends replacing all ballistic protection equipment prior to expiration. Ballistic items to be replaced are as follows: 2018 - ERT ballistic plates and shields and patrol ballistic vests; 2019 - ERT ballistic blanket and patrol ballistic vests; 2020 - portable go-shield and ERT and patrol ballistic vests; 2021 - patrol active shooter kits and patrol ballistic vests; and 2022 - patrol ballistic vests.

**Effect on Operations:**

There are no effects on operations associated with this project.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Weapons Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 2

**Project #:** 15013

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 65,000  |
| 2019            |    | 40,000  |
| 2020            |    | 36,000  |
| 2021            |    | 30,000  |
| 2022            |    | 20,000  |
| <hr/>           |    |         |
| Total           | \$ | 191,000 |

**Description:**

This project is to replace department handguns, rifles, and shotguns. It also covers associated accessories for the weapons including but not limited to optics, lights, sights, and slings.

**Scheduled Implementation:**

*Active Project*

The firearms are to be replaced as follows: 2018 - replace a rifle for the Emergency Response Team; 2019 - replace worn components on patrol rifles; 2020 - replace patrol shotguns; 2021 - replace entry rifles for Emergency Response Team; and 2022 - replenish the supply of department handguns.

**Effect on Operations:**

There are no effects on operations associated with this project.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Specialized Equipment

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 3

**Project #:** 02062

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 95,000  |
| 2019            |    | 232,000 |
| 2020            |    | 65,000  |
| 2021            |    | 170,000 |
| 2022            |    | 25,000  |
| <hr/>           |    |         |
| Total           | \$ | 587,000 |

**Description:**

This project is to replace outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, bicycle replacement, wireless remote surveillance cameras, portable speed display signs for use in school zones, radar units, conductive energy weapons, and other items used in police operations. This equipment is necessary to the on-going, efficient, and safe operations of the Police Department.

**Scheduled Implementation:**

*Active Project*

Replacement of the outdated specialized equipment is as follows: 2018 - portable speed display sign, radar and traffic equipment, and a transport trailer; 2019 - bicycles, Tasers, and radar and surveillance equipment; 2020 - portable speed display sign, traffic equipment and communication headsets; 2021 - portable speed display sign, electric vehicle, communication headsets, bicycles, wireless remote camera, and surveillance equipment; 2020 - bicycles, and radar and traffic equipment.

**Effect on Operations:**

There is no effect on operations associated with this project.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Building Improvements

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 4

**Project #:** 02047

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 75,000  |
| 2019            |    | 25,000  |
| 2020            |    | 75,000  |
| 2021            |    | 199,000 |
| 2022            |    | 140,000 |
| <hr/>           |    |         |
| Total           | \$ | 514,000 |

**Description:**

This project is for major repairs of the Police Department's building including but not limited to security door lock systems, major plumbing and electrical issues, roof repairs and replacement, minor re-models for the police facility, and buildings at the radio tower sites and warehouse.

**Scheduled Implementation:**

*Active Project*

The years 2018 through 2022 include electrical, plumbing, and structural repairs. The year 2020 includes LED lighting upgrades. The year 2021 includes additional funding for carpet/paint/furniture, HVAC replacement, and security upgrades. The year 2022 includes furniture and HVAC replacement.

**Effect on Operations:**

There is no effect on operations associated with this project.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Technology Improvements

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 5

**Project #:** 06002

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 58,000  |
| 2019            |    | 95,000  |
| 2020            |    | 83,000  |
| 2021            |    | 78,000  |
| 2022            |    | 43,000  |
| <hr/>           |    |         |
| Total           | \$ | 357,000 |

**Description:**

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This is an on-going project for the replacement of obsolete or malfunctioning department desktop computers, software, printers, and other peripheral equipment.

**Scheduled Implementation:**

*Active Project*

This project covers the desktop life-cycle plan that is currently set to replace 20% of all desktops every five years. This will also cover network device purchases such as wireless access points and cameras. Also included are any peripheral equipment needs, such as desktop printers and any general personal computing items.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Unmarked Vehicles

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 6

**Project #:** 06003

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 40,000  |
| 2019            |    | 110,000 |
| 2020            |    | 80,000  |
| 2021            |    | 100,000 |
| 2022            |    | 80,000  |
| <hr/>           |    |         |
| Total           | \$ | 410,000 |

**Description:**

This project is to purchase unmarked vehicles that are a necessity for an effective Police Department. The Department utilizes unmarked vehicles for a variety of tasks including: gathering intelligence for investigation of narcotics, theft, vandalism, domestic terrorism, and civil disobedience; conducting pre-raid intelligence for the deployment of the Emergency Response Team; conducting alcohol enforcement patrols; and any activity that must be kept covert to be effective. The Department is recommending a three year replacement for vehicles used in undercover capacities and a five year replacement for vehicles used in an unmarked capacity. During undercover investigations, the same vehicles are used to affect arrests and to conduct surveillance making it necessary to replace these vehicles more often.

**Scheduled Implementation:**

*Active Project*

Replacement of unmarked and/or covert vehicles are as follows: 2018 - two vehicles; 2019 - five vehicles; 2020 - three vehicles; 2021 - four vehicles; and 2022 - four vehicles.

**Effect on Operations:**

These are replacement vehicles. The only effect on operational expense would be a change in market cost for operations and maintenance.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Take Home Vehicles

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

Rank: 7

**Project #:** 16007

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 62,000  |
| 2019            |    | 65,000  |
| 2020            |    | 68,000  |
| 2021            |    | 142,000 |
| 2022            |    | 148,000 |
| Total           | \$ | 485,000 |

**Description:**

This project is to expand the take-home vehicle program. Eligibility for this program is based on an officer's seniority and requirement that residence is within the city limits. Benefits include: 1) The presence of marked patrol vehicles have a positive effect on crime prevention and community policing efforts and residents feel safer. 2) Take-home vehicles last longer due to officers' sense of ownership and the vehicles are not being used 24/7 by several officers. 3) Officers with take-home vehicles are more readily available to respond to an emergency or critical incident. 4) Officers utilizing take-home vehicles will not need to spend approximately a half hour every shift loading and unloading required equipment and performing inspections for damage and contraband. 5) A take-home vehicle program is excellent for recruitment and retention of police officers and allows the Department to compete with neighboring agencies in Springdale, Rogers, and Bentonville.

**Scheduled Implementation:**

*Active Project*

This project will expand the patrol fleet with one vehicle annually through 2020. In 2021 and 2022, the annual expansion increases to two vehicles per year.

### Effect on Operations:

Operational expenses will increase based on motor pool charges associated with each expansion vehicle.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Virtual Server & Storage Area Network (SAN)

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 8

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 20,000 |
| 2019            |    | -      |
| 2020            |    | 20,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 40,000 |

**Description:**

This project is to purchase additional blade servers. A chassis capable of housing up to eight blade server modules has been purchased and deployed, with three modules already populating the chassis. The following request accounts for projected growth needs over the lifetime of the original purchase for additional blade servers.

**Scheduled Implementation:**

*New Project Request*

Server blades will be added as needed.

**Effect on Operations:**

The purchase will increase the VMWare license maintenance renewal per year, as well as the VEEAM backup software license renewals.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Employee Gym Equipment

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 9

**Project #:** 13028

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

This project is to upgrade and replace older, outdated equipment at the City's gym. On-going maintenance of the equipment and facility are vital to the health and wellness of city employees. An updated gym supports the City's Engagement Committee's efforts to provide a convenient and reliable place to exercise which can decrease lost work time due to injury or illness and minimize potential increases in health insurance premiums for the City and its employees.

**Scheduled Implementation:**

*Active Project*

Periodic review of the gym equipment's condition will determine replacement and expansion schedule.

**Effect on Operations:**

This project has no effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Citywide Radio System Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 10

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 200,000 |
| 2019            |    | 100,000 |
| 2020            |    | 100,000 |
| 2021            |    | 100,000 |
| 2022            |    | 100,000 |
| <hr/>           |    |         |
| Total           | \$ | 600,000 |

**Description:**

The project is for citywide radio replacements. The last citywide radio project was completed in 2011. Radio systems after several years typically start experiencing problems with equipment failures due to age. It is not unusual to begin having problems acquiring parts as the system degrades. A new radio system is costly and planning for the future replacement of the City's radios is important. In addition to the \$600,000 funded in the 2018-2022 period, there is \$10,800,000 in funding in the unfunded project list.

**Scheduled Implementation:**

*Planned/Programmed Project*

Implementation would start when system degradation begins due to equipment failure.

**Effect on Operations:**

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Mobile Computer Terminal Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 11

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | 225,000 |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 225,000 |

**Description:**

This project provides for the replacement of mobile computer terminals (MCT) in all patrol vehicles. Staff expects the MCTs to be obsolete and/or malfunctioning at the time of replacement. This equipment is necessary to support on-going Police Department operations.

**Scheduled Implementation:**

*New Project Request*

Current MCTs were replaced in early 2015 with a life expectancy of five (5) years.

**Effect on Operations:**

New MCTs allow for more resources to stay up with new and upgraded software applications.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Mobile Video Recorder Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 12

**Project #:** 15015

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 38,000 |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 38,000 |

**Description:**

---

This project provides for the replacement of the police mobile video systems. Mobile video is an important component of each patrol unit by documenting evidence to support prosecution and makes citizen complaints more easily investigated. All patrol vehicles are equipped with video and audio recording devices that capture traffic stops and other relevant events. This video is uploaded to disk-based storage cabinets of sufficient capacity to accommodate video uploads for a period of one year. Video is then accessible over the network by authorized personnel for review and dissemination per law enforcement requirements. In addition to the \$38,000 funded in the 2018-2022 period, there is \$275,000 in funding in the unfunded project list.

**Scheduled Implementation:**

*Active Project*

The replacement of the MVR server and of the microphone/equipment for all officers in 2019. The MVR units will be beyond normal hardware life expectancy in 2022.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police K9 Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 13

**Project #:** 14007

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 12,000 |
| 2020            |    | -      |
| 2021            |    | 12,000 |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 24,000 |

**Description:**

This project is for replacement of two police canines that will reach retirement age in the coming years. Police canines are a critical support service to the Police Department. Canines are used to locate missing persons, articles or narcotics, conduct building searches, and track fleeing suspects. A replacement program must be anticipated for the canine program.

**Scheduled Implementation:**

*Active Project*

Staff has scheduled to replace one K-9 in each budget year of 2019 and 2021 based on the current K-9s ages.

**Effect on Operations:**

The K-9 program is an essential patrol of the police department as an effective tool to investigate crimes of drugs and apprehend violent offenders.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Equipment Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 14

**Project #:** 11006

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 10,000 |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 20,000 |

**Description:**

---

This project provides for the replacement of operating equipment such as a paper shredder, document scanners, uninterrupted power supplies, security/surveillance cameras, etc.

**Scheduled Implementation:**

*Active Project*

The Police Department plans to replace all uninterrupted power supplies (UPS) in 2019 and provide a new scanning station in 2022.

**Effect on Operations:**

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There are no effects on operation associated with this project.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Interagency Communications

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 15

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | 70,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 70,000 |

**Description:**

This project is to replace seventy-two (72) Kenwood mobile and portable radios on the Washington County Radio System. Washington County plans to replace the system in 2020. The equipment staff currently uses will no longer work on the new system.

**Scheduled Implementation:**

*New Project Request*

This project will take less than one year to complete and will be in coordination with the Washington County project.

**Effect on Operations:**

No effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Radio Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 16

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | 44,000  |
| 2021            |    | 44,000  |
| 2022            |    | 44,000  |
| <hr/>           |    |         |
| Total           | \$ | 132,000 |

**Description:**

This project is to replace police radios. Motorola has issued an "Intent to Cancel" notice for XTS/XTL radios. Parts and warranty will no longer be available for these radios. The Police Department has thirty-two (32) radios which will need to be replaced. Many of these radios will be 15 years old by the time of replacement.

**Scheduled Implementation:**

*New Project Request*

This is a three year phased implementation process in order to spread out funding.

**Effect on Operations:**

New radios will have a three year warranty. Radio Maintenance will increase when the warranty period ends.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Central Dispatch Center Improvements

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 17

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | 35,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 35,000 |

**Description:**

This project is for a portable dispatch console. The console provides a full interface on a desktop, laptop, or tablet computer anywhere inside or outside of the radio network. It will provide mobile dispatch functionality that is familiar to the dispatchers. Staff would be able to manage radio operations from any remote location with an internet connection. This would be beneficial during large scale events, such as Bikes, Blues and BBQ, tactical call outs, or during a natural disaster. If staff had to evacuate the dispatch center this piece of equipment would allow the same radio communication features staff currently has no matter where the operations are located.

**Scheduled Implementation:**

*New Project Request*

Implementation time will be minimal once the purchase was completed.

**Effect on Operations:**

After the warranty expires a yearly maintenance cost will be added.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police Network Core & Distribution Switches

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 18                                      **Project #:** 14008

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | 34,000 |
| 2021            |    | -      |
| 2022            |    | 38,000 |
| <hr/>           |    |        |
| Total           | \$ | 72,000 |

**Description:**

This project is for the scheduled replacement of obsolete core and edge network switches that support on-going Police Department operations. These switches provide connectivity between all desktop computers and records management servers. Upgrades, updates, or technical support for the switch hardware/firmware are no longer available after five years of operation.

**Scheduled Implementation:**

*Active Project*

A reassessment of the network will need to be done in 2020, with replacements and/or additions to distribution switches as needed.

**Effect on Operations:**

There are no reoccurring costs for network switches.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Police eTicket Equipment Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** 19

**Project #:** 16006

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | 60,000 |
| <hr/>           |    |        |
| Total           | \$ | 60,000 |

**Description:**

---

This project provides for the replacement of obsolete hand-held computers and citation printers. The thermal printers used for the APS e-Ticket program are no longer manufactured or supported. Replacements are currently being purchased from the "grey" market, being either used or refurbished and replacement parts are becoming prohibitively expensive.

**Scheduled Implementation:**

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*Active Project*

**Effect on Operations:**

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There is no effect on operations associated with this project.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Street ROW-Intersection Cost Sharing

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** 1

**Project #:** 02116

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 100,000 |
| 2019            |    | 100,000 |
| 2020            |    | 100,000 |
| 2021            |    | 100,000 |
| 2022            |    | 100,000 |
| <hr/>           |    |         |
| Total           | \$ | 500,000 |

**Description:**

This project is for developer cost shares to complete street improvements associated with developments that are necessary but are not the full responsibility of the developer and provides for construction of miscellaneous street projects.

**Scheduled Implementation:**

*Active Project*

This is an on-going project and is used to extend or enhance improvements to the transportation systems around development projects.

**Effect on Operations:**

Impact depends on which cost shares are accepted.

**Master Plan(s) Addressed:**

Projects completed are generally enhancements to developments that create more complete transportation systems, beyond what would be expected of developers, but which are necessary for the general benefit of the City. Projects that have been completed include sidewalks, trails, intersection improvements, signalization, etc. Therefore the livable transportation system goal of the City 2030 Plan is addressed, along with general goals of other transportation plans.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Trail Development

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Transportation Improvements

**Rank:** 1

**Project #:** 02016

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 1,500,000 |
| 2019            |    | 1,500,000 |
| 2020            |    | 1,500,000 |
| 2021            |    | 1,500,000 |
| 2022            |    | 1,500,000 |
| <hr/>           |    |           |
| Total           | \$ | 7,500,000 |

**Description:**

This project is to increase production of the trail program by providing resources for new trail development and surface replacement on existing trails.

**Scheduled Implementation:**

*Active Project*

The Town Branch and Cato Springs Trails will provide connectivity from the Razorback Greenway to the Regional Park. The Niokaska Creek Trail will extend along Old Wire Road through Gulley Park to connect to Mud Creek Trail at Old Missouri Road.

**Effect on Operations:**

An additional FTE and mower is required for every 10 miles of new trail added which is scheduled to occur by 2021. Utility costs increase as lighting and water fountains are added.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Parking Lot Improvements (City Employee)

**Division:** 430 - Parking Management

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parking Improvements

**Rank:** 1

**Project #:** 11004

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

This project is for on-going improvements to City employee parking lots that are not utilized by the general public.

**Scheduled Implementation:**

*Active Project*

The rock retaining wall at the police building is in need of repair and is of the highest priority for this project. Additional improvements and an overlay are needed in the employee lot on Rock Street.

**Effect on Operations:**

On-going improvements to parking lots reduces the need for more expensive maintenance in the future.

**Master Plan(s) Addressed:**

The Downtown Master Plan calls for parking facilities and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these publicly owned surface lots supports this goal. Some of these employee-only lots are informally used as shared parking after office hours or on weekends.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** In-House Pavement Improvements

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Transportation Improvements

**Rank:** 1

**Project #:** 02052

| Project Request |    |            |
|-----------------|----|------------|
| 2018            | \$ | 2,216,000  |
| 2019            |    | 2,200,000  |
| 2020            |    | 2,200,000  |
| 2021            |    | 2,200,000  |
| 2022            |    | 2,200,000  |
| <hr/>           |    |            |
| Total           | \$ | 11,016,000 |

**Description:**

This project is for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. Overlaying each street is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. Micro surfacing has been introduced as a pavement preservation method to extend the life of existing asphalt streets.

**Scheduled Implementation:**

*Active Project*

City staff reviews the need for street overlays and recommends an annual construction plan to the Active Transportation Advisory Committee and Transportation Committee. The Transportation Committee presents this recommendation to City Council for approval by resolution.

**Effect on Operations:**

Newly paved streets have no immediate effect on operations. Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes are added, the costs for maintaining roadway markings will also increase.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Sidewalk Improvements

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Transportation Improvements

Rank: 2

**Project #:** 02053

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 600,000   |
| 2019            |    | 500,000   |
| 2020            |    | 500,000   |
| 2021            |    | 500,000   |
| 2022            |    | 500,000   |
| Total           | \$ | 2,600,000 |

**Description:**

This project is to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks.

**Scheduled Implementation:**

*Active Project*

City staff reviews sidewalk needs in conjunction with the street overlay program. An annual construction plan is recommended to the Active Transportation Advisory Committee and Transportation Committee. The final plan is presented to City Council for approval by resolution.

### Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Traffic Signal Improvements

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Transportation Improvements

**Rank:** 3

**Project #:** 02063

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 110,000 |
| 2019            |    | 150,000 |
| 2020            |    | 150,000 |
| 2021            |    | 150,000 |
| 2022            |    | 150,000 |
| <hr/>           |    |         |
| Total           | \$ | 710,000 |

**Description:**

This project is for the installation of new traffic signals, upgrades, replacement of UPS back-up system batteries, and the reflective sign material mandated by the latest version of the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All these functions are to enhance the safety and movement of pedestrians and vehicles throughout the City. New signal locations are determined as warranted by specific guidelines contained in the MUTCD. Upgrades are to provide for more efficient operation by reduced travel time/delay, decreased exhaust emissions, and increased safety. The UPS system requires complete replacement of all batteries every four years to remain reliable in the event of power interruptions. The sign material is to meet the minimum levels of reflectivity set forth in the MUTCD for night time visibility.

**Scheduled Implementation:**

*Active Project*

The City most recently assumed control, operation, ownership and maintenance of traffic signals at Mission Boulevard and Old Wire Road, Ruppel Road and Persimmon Street, Ruppel Road and Martin Luther King Jr. Boulevard, Meadow Street and Razorback Road, Leroy Pond Drive and Razorback Road, Van Asche Drive and Highway 112, Van Asche Drive and Steele Boulevard, and Stone Bridge Road and Huntsville Road.

**Effect on Operations:**

The installation of new traffic signals will result in increased utility and maintenance costs.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Wireless Traffic Signal Control

**Division:** 410 - Transportation Services

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Transportation Improvements

**Rank:** 4

**Project #:** 15018

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 40,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 40,000 |

**Description:**

This project is on-going and provides for the implementation of a wireless Ethernet communication system for traffic signals (both data and video).

**Scheduled Implementation:**

*Planned/Programmed Project*

Implementing a wireless Ethernet communication system to existing traffic signals is on-going. Any new installations will be compatible with the network at initial construction.

**Effect on Operations:**

This project allows a central location the ability to monitor and make changes in order to decrease traffic delays and increase public safety.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Phosphorus Standards Management

**Division:** 700 - Utilities Director

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 1

**Project #:** 10027

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

This project supports efforts by the City operating independently or as part of a regional Northwest Arkansas team relating to phosphorus and other potential changes to stream standards, water quality standards and regulations, and wastewater discharge requirements. The City may join in regional efforts coordinated through Northwest Arkansas Regional Planning, the Northwest Arkansas Council, or other similar cooperative efforts.

**Scheduled Implementation:**

*Active Project*

This project is underway and may continue for several years.

**Effect on Operations:**

No effect on operations

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Plant Pumps & Equipment - W.W.T.P.

**Division:** 730 - Wastewater Treatment Plant

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 1

**Project #:** 02069

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 405,000   |
| 2019            |    | 355,000   |
| 2020            |    | 500,000   |
| 2021            |    | 500,000   |
| 2022            |    | 500,000   |
| <hr/>           |    |           |
| Total           | \$ | 2,260,000 |

**Description:**

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This project allows personnel to adapt to the needs of each season and year and still maintain compliance. Many pieces of the equipment are essential to the wastewater treatment process. The equipment may suffer catastrophic failure and become unusable with little advance warning. The plant cannot operate and continue to produce permit complying effluent without adequate equipment.

**Scheduled Implementation:**

*Active Project*

Staff is implementing recommendations from the electrical study. All other repairs and replacements will be as needed.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** W.W.T.P. Building Improvements

**Division:** 730 - Wastewater Treatment Plant

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 2

**Project #:** 02032

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 30,000  |
| 2019            |    | 30,000  |
| 2020            |    | 150,000 |
| 2021            |    | 150,000 |
| 2022            |    | 150,000 |
| <hr/>           |    |         |
| Total           | \$ | 510,000 |

**Description:**

This project is for structural maintenance, repairs, and replacement of the existing buildings or parts of the buildings at both wastewater treatment plants.

**Scheduled Implementation:**

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Upgrade & Replace Lift Stations - W.W.T.P.

**Division:** 730 - Wastewater Treatment Plant

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 3

**Project #:** 02068

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 100,000 |
| 2020            |    | 150,000 |
| 2021            |    | 150,000 |
| 2022            |    | 150,000 |
| <hr/>           |    |         |
| Total           | \$ | 600,000 |

**Description:**

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This project is to maintain the lift stations for the wastewater treatment plants. The lift stations provide a vital function in the overall treatment of wastewater. The stations are exposed to extreme wear conditions and must be upgraded routinely. Additionally, new developments within the City increases the flow to various stations requiring additional or higher capacity equipment.

**Scheduled Implementation:**

*Active Project*

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This project is on-going for the replacement of aging pumps, motors, controllers, and generators.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Lake Sequoyah Sediment Removal

**Division:** 730 - Wastewater Treatment Plant

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 4

**Project #:** 17004

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 500,000   |
| 2019            |    | 500,000   |
| 2020            |    | 500,000   |
| 2021            |    | 500,000   |
| 2022            |    | 500,000   |
| <hr/>           |    |           |
| Total           | \$ | 2,500,000 |

**Description:**

This project is for the dredging at Lake Sequoyah for sedimentation removal. The removal of sedimentation will restore Lake Sequoyah depths and volume for recreation and create sediment storage. There is also the potential for phosphorus removal considerations and nutrient trading credits.

**Scheduled Implementation:**

*Active Project*

Installation of Geopool sediment containment system is scheduled in 2018 with dredging planned to begin in either 2018 or 2019.

**Effect on Operations:**

In 2017, staff took over the capital aspect of the dredging process and no longer hires a contractor.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Filter Cell Replacement - W.W.T.P.

**Division:** 730 - Wastewater Treatment Plant

**Funding:** 5400 - Water & Sewer

**Category:** Wastewater Treatment Improvements

**Rank:** 5

**Project #:** 15023

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 1,000,000 |
| 2019            |    | -         |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 1,000,000 |

**Description:**

This project is to replace part of the filtration system that removes suspended solids from the partially treated wastewater effluent before it is disinfected. The new filter cells will remove more suspended solids, thus increasing the clarity of the water discharged into the White River as well as reducing disinfection costs. The existing system was installed at the Noland WWTP in 1988 and has become increasingly difficult and costly to operate and maintain.

**Scheduled Implementation:**

*Planned/Programmed Project*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water System Rehabilitation & Replacement

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Improvements

**Rank:** 1 **Project #:** 12009

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 1,885,000 |
| 2019            |    | 2,065,000 |
| 2020            |    | 2,000,000 |
| 2021            |    | 2,000,000 |
| 2022            |    | 2,000,000 |
| <hr/>           |    |           |
| Total           | \$ | 9,950,000 |

**Description:**

This project provides for upgrading, replacing, or rehabilitating existing water infrastructure consisting of water storage, pumping, and distribution assets system wide. Specific work will be determined based on the Water Master Plan and the need to stop leaks, reduce water loss, increase local or area flow and/or pressure in areas with insufficient capacity in order to meet current and projected future domestic, commercial, and industrial flow, and fire flow demands. Projects may create loops, purchase easements, and replace or rehabilitate existing pipes, pump stations, and/or storage assets. This project may use water and sewer funds, impact fees, or cost shares where appropriate.

**Scheduled Implementation:**

*Active Project*

2018: Gregg Street - Township to Sycamore; 2019: Gulley Road to Habberton Road and 1,000 feet of 42-inch pipe; 2020: 6,500 feet of 12" Transmission Line; 2021: 13,000 feet of 12-inch pipe near Greenland, and 2022: Wyman Road to Firetower Road. 2018-2022 - selected in-house water line replacement projects and galvanized pipe replacement.

**Effect on Operations:**

**Master Plan(s) Addressed:**

Based on the Water Master Plan (Updated 2017), there are many factors that enter into the design of water capacity: total system storage, operational water levels to be maintained in the tanks, maximum day expected on the system in the design year, number of hours available for refilling of storage tanks, maximum velocity and head loss allowed in a water line, and peak hour water usage. This project addresses deficiencies in these areas, which includes increasing water capacity and creating dual feeds and loops to maintain water quality, additional storage capacity, and additional water transmission and distribution lines throughout the system to help meet the City's future needs.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Sanitary Sewer Rehabilitation

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Improvements

**Rank:** 2

**Project #:** 02017

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 1,500,000 |
| 2019            |    | 1,500,000 |
| 2020            |    | 1,500,000 |
| 2021            |    | 1,500,000 |
| 2022            |    | 1,500,000 |
| <hr/>           |    |           |
| Total           | \$ | 7,500,000 |

**Description:**

This project analyzes, repairs, upgrades, and replaces sewer collection system components to ensure adequate capacity and reduce storm and ground water flows entering the system. Rehabilitation is required system wide and increases the capacity of the overall system by reducing demand used by infiltration and inflow. This project includes replacing, lining, and bursting existing sewer mains and manholes, upgrading lift stations, installing some main extensions and relief lines/capacity upgrades, upgrading the system model, purchasing easements, and sanitary sewer evaluation studies.

**Scheduled Implementation:**

*Active Project*

2018: Fulbright Expressway and Gregg Street sewer project and cost share with the City of West Fork; and  
2018-2022: Selected in-house sewer line replacements.

**Effect on Operations:**

**Master Plan(s) Addressed:**

The Wastewater Collection Master Plan (Updated 2014) summarizes the requirements to handle future growth flows under peak design storm conditions. The improvements were analyzed using the design criteria for the City's sewer network to convey all flows while maintaining a level of surcharge not to exceed three feet below manhole rim elevations. Immediate recommendations are designed to eliminate model predicted overflows and to reduce surcharge in the existing sanitary sewer system under current population conditions. This project addresses immediate sewer capacity issues.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Relocations - Bond Projects

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Improvements

**Rank:** 3

**Project #:** 11011

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 500,000   |
| 2019            |    | 500,000   |
| 2020            |    | 500,000   |
| 2021            |    | 500,000   |
| 2022            |    | 500,000   |
| <hr/>           |    |           |
| Total           | \$ | 2,500,000 |

**Description:**

This project is for various water and sewer relocations for street bond and other transportation projects where the street bond fund does not have sufficient funds to cover the utility relocations. Projects are to be paid first from any remaining water/sewer revenue bond funds, if available. Capacity increases should be paid from impact fee funds, if available.

**Scheduled Implementation:**

*Active Project*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water Storage & Pump Station Maintenance

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Improvements

Rank: 4

**Project #:** 15021

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 100,000 |
| 2019            |    | 115,000 |
| 2020            |    | 90,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| Total           | \$ | 405,000 |

**Description:**

This project is for the system wide maintenance of the water pump stations and grounds and includes the replacement of generators and pumps and refurbishing tanks.

**Scheduled Implementation:**

Planned/Programmed Project

2018: generator replacement for South Mountain pump station; 2019: generator replacement for Rodgers Drive and raze Hyland Park pump station; 2020: refurbish Ash Street pump station and generator replacement at Round Mountain pump station; 2021: generator replacement at Gulley pump station; and 2022: generator replacement at Ash Street pump station.

### Effect on Operations:

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Equipment Expansions

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 5                                      **Project #:** 13019

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 400,000 |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 600,000 |

**Description:**

This project is for expansion equipment for the Water & Sewer Division. The list includes a tandem axle dump truck, a service truck, a skid steer loader, a backhoe, and a trailer. Additional expansions include leak detection equipment, an upgraded inventory bar code system, a light tower, skid steer attachments, and other equipment as identified.

**Scheduled Implementation:** *Planned/Programmed Project*

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Impact Fee Cost Sharing

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Improvements

**Rank:** 6

**Project #:** 04039

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 150,000 |
| 2019            |    | 150,000 |
| 2020            |    | 150,000 |
| 2021            |    | 150,000 |
| 2022            |    | 150,000 |
| <hr/>           |    |         |
| Total           | \$ | 750,000 |

**Description:**

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This project involves all cases where impact fees are used to cost share with and thus supplement other funding sources to increase capacity in the water distribution, the pumping and storage system or the wastewater collection and treatment system.

**Scheduled Implementation:**

*Active Project*

This project will be implemented when requests are received for supplemental funding on water and sewer projects.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** West Water Transmission Line

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 7 **Project #:** 10007

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

This project is to obtain easements for the new west transmission water line. The water transmission line is approximately 58,000' long and 50' wide and begins at the existing 36" water transmission line on Van Asche Drive in Fayetteville and ends at the future Beaver Water District west transmission line north of Elm Springs and west of the Wagon Wheel exit off of Interstate 49.

**Scheduled Implementation:**

*Active Project*

Obtain easements for the new transmission line as soon as possible.

**Effect on Operations:**

**Master Plan(s) Addressed:**

The City's Water Master Plan (Updated 2011) shows the projected growth in Fayetteville and phase III improvements include an additional transmission line to be constructed from Beaver Water District (BWD). Currently the City is fed through both a 36-inch and a 42-inch transmission line from BWD. Using the hydraulic model, the analysis shows that a 48-inch transmission line needs to be constructed to transport the amount of water the City will need for continued growth. The transmission line is recommended to tie into the west side of the City's distribution system. This will give the City multiple points of entry into the distribution system and help with the conveyance of water to the western region of the water service area.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Utilities Financial Services Improvements

**Division:** 710 - Utilities Financial Services

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 1

**Project #:** 03038

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

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This project is for various improvements in office hardware, software, communications, computers, safety features, and office configuration. Examples of specific improvements include the purchase of advanced communications capability to improve customer service and employee efficiency. This project should leverage technological improvements.

**Scheduled Implementation:**

*Active Project*

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This is an on-going project. Anticipated in 2018 and 2019 are kiosks for the main lobby and computer monitors for the customer desks in the deposit lobby.

**Effect on Operations:**

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There will be no effect on operations except for employees being more efficient.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                     |                   |       |
|-----------------------|-------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Utilities Technology Improvements   |                   |       |
| <b>Division:</b>      | 710 - Utilities Financial Services  |                   |       |
| <b>Funding:</b>       | 5400 - Water & Sewer                |                   |       |
| <b>Category:</b>      | Water & Sewer Services Improvements |                   |       |
| <b>Rank:</b>          | 2                                   | <b>Project #:</b> | 15019 |

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 20,000  |
| 2019            |    | 30,000  |
| 2020            |    | 20,000  |
| 2021            |    | 20,000  |
| 2022            |    | 20,000  |
| Total           | \$ | 110,000 |

**Description:**

This project is to upgrade technology in the Utilities Financial Services and the Water & Sewer offices. This includes hardware and software for customer swipe and pay stations and kiosks, software for customer self-service applications, upgrade to the Remit Plus software, a camera surveillance system, and iPads and software upgrades for the Water & Sewer Operations Division.

**Scheduled Implementation:** *Active Project*

### Effect on Operations:

The software upgrades and iPads for field crews will help with employee efficiency.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Building & Office Improvements

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 3

**Project #:** 15020

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

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This project is for structural maintenance, repairs, additions and remodels, and the replacement of HVAC units at the existing facility for the Water & Sewer Division.

**Scheduled Implementation:**

*Planned/Programmed Project*

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Maintenance needed is for roof repairs, sealing the parking lot, stormwater drainage, HVAC work, and the mud room remodel.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water Meters

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 4

**Project #:** 02065

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 325,000   |
| 2019            |    | 325,000   |
| 2020            |    | 325,000   |
| 2021            |    | 325,000   |
| 2022            |    | 325,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,625,000 |

**Description:**

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This project is for the replacement of old water meters that are no longer repairable, expansion meters for new water service, and for purchasing new meters with technological advancements over older style meters. The handheld and remote style meter reading mechanisms will be replaced in addition to the meters.

**Scheduled Implementation:**

*Active Project*

This is an on-going project that allows gradual replacement and upgrading of the meter reading system with a distributed capital and operational cost.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Rate/Operations Study

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 5                                      **Project #:** 02064

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 20,000  |
| 2019            |    | 20,000  |
| 2020            |    | 20,000  |
| 2021            |    | 20,000  |
| 2022            |    | 20,000  |
| <hr/>           |    |         |
| Total           | \$ | 100,000 |

**Description:**

This project is to conduct a rate study. A rate study is performed periodically to assess the financial health of the division, project future operating and capital expenses needed to maintain systems, project the future rates for customers that will generate sufficient revenues to cover operating and capital expenses, and assure a minimum level of cash reserves. Staff has postponed a rate study until the phosphorus issues in the Illinois River Watershed and the mineral issues in the White River Watershed were closer to being resolved due to conclusions drawn from the studies have a direct impact on what type of capital spending will need to be undertaken at the West Side and Noland Wastewater Treatment Plants in order to meet the permit requirements.

**Scheduled Implementation:**

*Planned/Programmed Project*

A rate study may be performed in 2018. The next rate study after that will be performed in 2022-2023.

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                     |                   |       |
|-----------------------|-------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Backflow Prevention Assemblies      |                   |       |
| <b>Division:</b>      | 720 - Water & Sewer Maintenance     |                   |       |
| <b>Funding:</b>       | 5400 - Water & Sewer                |                   |       |
| <b>Category:</b>      | Water & Sewer Services Improvements |                   |       |
| <b>Rank:</b>          | 6                                   | <b>Project #:</b> | 02066 |

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 10,000 |
| 2020            |    | 10,000 |
| 2021            |    | 10,000 |
| 2022            |    | 10,000 |
| Total           | \$ | 50,000 |

**Description:**

This project is for installation and/or replacement of backflow prevention assemblies on city facilities to meet requirements for city ordinances and the Arkansas Department of Health regulations. Additionally, the City will be contracting with a third party service to track and store the backflow inspection data on residential installations.

**Scheduled Implementation:**

*Active Project*

This is an on-going project.

### Effect on Operations:

The third-party service will increase the efficiency of the backflow testing program and allow two employees to work longer in the field without the extra paperwork that is involved in the residential testing program.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Water & Sewer Technology Equipment Replacements

**Division:** 720 - Water & Sewer Maintenance

**Funding:** 5400 - Water & Sewer

**Category:** Water & Sewer Services Improvements

**Rank:** 7 **Project #:** 02057

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 30,000  |
| 2019            |    | 20,000  |
| 2020            |    | 20,000  |
| 2021            |    | 35,000  |
| 2022            |    | 25,000  |
| <hr/>           |    |         |
| Total           | \$ | 130,000 |

**Description:**

This project is for the replacement of failing and outdated personal computers (PC's), printers, and scanners. In 2016, Information Technology staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

**Scheduled Implementation:**

*Active Project*

Staff will meet before the start of each fiscal year to determine priorities for each purchase then use the replacement plan to document and manage the annual equipment replacements.

**Effect on Operations:**

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year.

**Master Plan(s) Addressed:**

By replacing computer technology , staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in the new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Transfer Station Improvements

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 1                                      **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 123,000 |
| 2019            |    | 27,000  |
| 2020            |    | -       |
| 2021            |    | 20,000  |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 170,000 |

**Description:**

This project is to maintain and repair the Transfer Station as required to conduct daily operations without causing unnecessary wear to the concrete floor. The current leachate drainage system needs drain and pipe replacements in order to stay in compliance with the ADEQ permit. The project will also replace the metal wear plates on the edge of the tipping floor and the rubber skirting around the loading pit that helps control litter.

**Scheduled Implementation:**

*New Project Request*

The repairs would begin in the first quarter of 2018.

**Effect on Operations:**

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Recycling & Trash Collection Rate Study

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 2                                      **Project #:** 10004

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 40,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 40,000 |

**Description:**

This project is to retain the services of a consulting firm to conduct a rate study to determine the true cost of all services provided by the Recycling & Trash Collection Division. This will enable staff to determine appropriate rates for levels of service throughout all programs and facilitate the implementation of the Solid Waste Reduction, Diversion, and Recycling Master Plan.

**Scheduled Implementation:** *New Project Request*

The rate study would be conducted at the beginning of 2018.

**Effect on Operations:**

A completed rate study would align service fees to cover expenditures for all programs all through the division. The current rate study project has funding of \$110,000.

**Master Plan(s) Addressed:**

Staff will hire a consultant to conduct a comprehensive rate study to determine the level of service and associated costs for all services including the services required by the recent adoption of the Solid Waste Reduction, Diversion, and Recycling Master Plan through City Council with Resolution 49-17.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Master Plan Expansion

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 3                                      **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 638,000   |
| 2019            |    | 207,000   |
| 2020            |    | 610,000   |
| 2021            |    | 7,000     |
| 2022            |    | 7,000     |
| <hr/>           |    |           |
| Total           | \$ | 1,469,000 |

**Description:**

This project is for the purchase of equipment essential to the implementation of the Solid Waste Reduction, Diversion, and Recycling Master Plan as approved by City Council. The expansion equipment consists of two additional curb-sort recycling trucks for the addition of apartment recycling and one new side-arm collection for the implementation of the organics composting program. Both new services require an initial purchase of the carts/bins to be used by citizens.

**Scheduled Implementation:**

*New Project Request*

**Effect on Operations:**

Three driver positions and an educator position will be added in 2018 to accommodate the expanded recycling services and implementation of the organics recovery program. In 2019, two new positions are proposed to be support personnel utilized to maintain and accommodate the continued expansion of the programs began in 2018. The motor pool charges are on-going costs associated with the three new trucks.

**Master Plan(s) Addressed:**

The Solid Waste Reduction, Diversion and Recycling Master Plan calls for an increase to 40% diversion of waste from the landfill by 2027. The main pieces of the plan include implementation of an organics composting program, additional recycling services for small apartment and multi-family complexes under 24 units, the release of an Request for Proposal (RFP) for a construction and demolition recycling facility, and an updated education plan with a focus on waste reduction.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

|                       |                                            |                   |       |
|-----------------------|--------------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Scale House Improvements                   |                   |       |
| <b>Division:</b>      | 750 - Recycling & Trash Collection         |                   |       |
| <b>Funding:</b>       | 5500 - Recycling & Trash Collection        |                   |       |
| <b>Category:</b>      | Recycling & Trash Collections Improvements |                   |       |
| <b>Rank:</b>          | 4                                          | <b>Project #:</b> | 00000 |

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 64,000  |
| 2019            |    | 42,000  |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| Total           | \$ | 106,000 |

**Description:**

This project is for a new scale system to weigh vehicles using the Transfer Station and Recycling facilities. The project will replace the current scale platform and scale house structure and update the hardware and software for the computer billing system.

**Scheduled Implementation:**

## New Project Request

Staff anticipates the replacement to begin in 2018.

### Effect on Operations:

An updated scale and scale house will continue to provide accurate tracking of waste and keep the facility in compliance with ADEQ regulations and requirements.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** RTC Technology Equipment Replacements

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Information Technology Improvements

**Rank:** 5

**Project #:** 02057

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 10,000 |
| 2019            |    | 1,000  |
| 2020            |    | 8,000  |
| 2021            |    | 8,000  |
| 2022            |    | 8,000  |
| <hr/>           |    |        |
| Total           | \$ | 35,000 |

**Description:**

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, IT staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

**Scheduled Implementation:**

*Active Project*

Information Technology staff will utilize this project to purchase annual technology replacements.

**Effect on Operations:**

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year.

**Master Plan(s) Addressed:**

By replacing computer technology, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing the computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Truck Electrical Outlets & Block Heaters

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 6 **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 12,000 |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| Total           | \$ | 12,000 |

**Description:**

This project is to replace and expand the electrical outlets for the winterization of the Recycling & Trash Collection fleet. Electrical outlets are used during the colder months to keep the diesel trucks from freezing in the overnight hours. Extended downtime from starting problems related to weather effects both route collection times and overall service to customers.

**Scheduled Implementation:**

## New Project Request

Installation would be in 2019.

### Effect on Operations:

**Master Plan(s) Addressed:**

|                       |                                            |                   |       |
|-----------------------|--------------------------------------------|-------------------|-------|
| <b>Project Title:</b> | Cart Washer                                |                   |       |
| <b>Division:</b>      | 750 - Recycling & Trash Collection         |                   |       |
| <b>Funding:</b>       | 5500 - Recycling & Trash Collection        |                   |       |
| <b>Category:</b>      | Recycling & Trash Collections Improvements |                   |       |
| <b>Rank:</b>          | 7                                          | <b>Project #:</b> | 15024 |

123

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Recycling & Trash Collection Containers

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 8                                      **Project #:** 15025

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | 50,000  |
| 2021            |    | -       |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 100,000 |

**Description:**

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This project is for the purchase of 20, 30, and 40 cubic yard open top containers used for the collection and hauling of waste from construction and demolition projects.

**Scheduled Implementation:**

*Active Project*

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Continue to purchase the roll-off style boxes as needed to replace existing containers and for service growth.

**Effect on Operations:**

---

The roll-off boxes allow the Recycling & Trash Collection Division to compete with the franchise haulers approved by City Council to operate in the City.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Recycling & Trash Collection Compactors

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 9                                      **Project #:** 10001

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | 100,000 |
| 2021            |    | 100,000 |
| 2022            |    | 100,000 |
| <hr/>           |    |         |
| Total           | \$ | 300,000 |

**Description:**

This project is for the purchase of compactors. The drop box program utilizes compactors to efficiently handle solid waste from large quantity generators. Compactors decrease the frequency of collection and are serviced with existing drop box trucks. Aesthetics are improved by having a compactor as opposed to multiple dumpsters.

**Scheduled Implementation:** *Active Project*

Compactors are purchased as needed to replace existing compactors.

**Effect on Operations:**

Compactors provide increased tonnage capacity to retail and multi-family facilities.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Compost Site Improvements

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 10                                      **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | -      |
| 2020            |    | 15,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 15,000 |

**Description:**

---

This project is to widen the entrance and road leading to the compost facility building on Armstrong Street as well as paving the current gravel road for better access to the facility by the public.

**Scheduled Implementation:**

*New Project Request*

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The project would begin in 2020 and be conducted in-house through the Transportation Division.

**Effect on Operations:**

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Street maintenance would be required over time.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** RTC Route Optimization & RFID System

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 11                                      **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | 96,000  |
| 2020            |    | 96,000  |
| 2021            |    | 96,000  |
| 2022            |    | 96,000  |
| <hr/>           |    |         |
| Total           | \$ | 384,000 |

**Description:**

This project is for automatic vehicle locator telematics and Radio-Frequency Identification (RFID) service verification equipment for all trucks in the fleet. The new equipment is designed to improve route optimization for the collection fleet along with providing better service to customers by verifying collection by GPS coordinates as well as RFID tags for time of pick up service.

**Scheduled Implementation:**

*New Project Request*

**Effect on Operations:**

The systems will have a monthly fee. The implementation of the new equipment will improve collection times by utilizing better routing options and improve customer service by verifying collections in real time.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Material Recovery Improvements

**Division:** 750 - Recycling & Trash Collection

**Funding:** 5500 - Recycling & Trash Collection

**Category:** Recycling & Trash Collections Improvements

**Rank:** 12                                      **Project #:** 07012

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | 64,000  |
| 2022            |    | 420,000 |
| <hr/>           |    |         |
| Total           | \$ | 484,000 |

**Description:**

This project is for the replacement of a baler, a wire tier system, and heaters for the Material Recovery Facility (MRF) due to the recent adoption of the Solid Waste Reduction, Diversion and Recycling Master Plan. The MRF will remain in use for the processing and marketing of recyclables collected in the curb sort and source separated collection programs.

**Scheduled Implementation:**

*Active Project*

Staff anticipates replacement of the current heaters in the MRF in 2021 and replacement of the baler and wire tier system in 2022.

**Effect on Operations:**

The heaters in the MRF allow the baler to function correctly in cold weather.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Airport Pavement Painting

**Division:** 760 - Airport Services

**Funding:** 5550 - Airport

**Category:** Aviation Improvements

**Rank:** 1

**Project #:** 15030

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 100,000 |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 100,000 |

**Description:**

This project is to repaint the airside pavement as required under FAA certification 139.311 (a). The current painting is worn on the taxiway and runway areas.

**Scheduled Implementation:**

*Active Project*

This project will take place in 2018.

**Effect on Operations:**

The completion of this project will ensure that no issues arise during the Part 139 FAA inspection in 2018.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Airport Lighting Improvements

**Division:** 760 - Airport Services

**Funding:** 5550 - Airport

**Category:** Aviation Improvements

**Rank:** 2

**Project #:** 15026

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 20,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 20,000 |

**Description:**

This project is to replace outdated and inefficient lighting at Drake Field Airport in multiple locations. Walk-thru assessments were performed to identify energy efficiencies. New LED lighting was noted for the tarmac, parking lot, T-hangers, FBO hanger, and roadway lighting. The lighting improvements are eligible for utility incentives and will reduce maintenance costs due to the longevity of the lighting.

**Scheduled Implementation:**

*Active Project*

Improvements with the greatest payback will be completed first.

**Effect on Operations:**

Reduced electricity and maintenance costs.

**Master Plan(s) Addressed:**

As stated in strategy 4 of the Energy Plan, placing LED lighting in the terminal and in exterior lighting, the Airport will become more energy efficient, which results in lower utility costs. LED lighting will also lead to a reduction of labor due to the lifespan of the LED lighting option.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Terminal Improvements

**Division:** 760 - Airport Services

**Funding:** 5550 - Airport

**Category:** Aviation Improvements

**Rank:** 3

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 75,000  |
| 2019            |    | 40,000  |
| 2020            |    | 80,000  |
| 2021            |    | 50,000  |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 245,000 |

**Description:**

This project is for improvements to the interior and exterior of the terminal building. The improvements include adding a fire alarm system, replacing the skylight, updating plumbing fixtures, replacing ceiling tiles, carpet and flooring, and updating exterior fixtures.

**Scheduled Implementation:**

*New Project Request*

This project would begin in early 2018 with the replacement of ceiling tiles.

**Effect on Operations:**

Completing the listed projects will reduce the amount of staff time needed to address problem areas in the terminal and energy cost savings should be realized through both the plumbing and skylight improvements.

**Master Plan(s) Addressed:**

As referenced in Strategy 4 of the Energy Plan making updates to buildings will increase energy and water efficiency. Improving the dated plumbing fixtures results in water conservation and repairing the leaking skylight will provide energy savings and prevent further damages.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Airport Equipment Replacement

**Division:** 760 - Airport Services

**Funding:** 5550 - Airport

**Category:** Aviation Improvements

**Rank:** 4

**Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 18,000 |
| 2019            |    | 18,000 |
| 2020            |    | 18,000 |
| 2021            |    | 18,000 |
| 2022            |    | 18,000 |
| <hr/>           |    |        |
| Total           | \$ | 90,000 |

**Description:**

This project is for the planned replacement of airport equipment. The equipment was originally purchased with grant funding that is no longer available. The units to be replaced are a sweeper, two dump trucks, a backhoe, a skid steer loader, a mule, and a generator.

**Scheduled Implementation:**

*New Project Request*

A number of items were purchased with Federal Aviation Administration funds. Replacement timelines will be determined by factors such as maintenance costs, hours of operation, downtime, and mileage.

**Effect on Operations:**

Maintenance, replacement, insurance and overhead charges will increase.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Police / Passenger Vehicles

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 1

**Project #:** 02081

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 261,000   |
| 2019            |    | 455,000   |
| 2020            |    | 251,000   |
| 2021            |    | 421,000   |
| 2022            |    | 506,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,894,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - Five Police Tahoes, One Small SUV, and One Sedan

2019 - Two Sedans and Nine Police Tahoes

2020 - Two Mid-Size Sedans, Two Police Tahoes, and Three Police Motorcycles

2021 - Six Police Tahoes, Two Mid-Size SUVs, One Police Motorcycle, and One Van

2022 - One Mid-Size SUV, One Compact Car, and Ten Police Tahoes

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - RTC Vehicles / Equipment

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 2

**Project #:** 02082

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 1,166,000 |
| 2019            |    | 1,352,000 |
| 2020            |    | 1,845,000 |
| 2021            |    | 1,460,000 |
| 2022            |    | 675,000   |
| <hr/>           |    |           |
| Total           | \$ | 6,498,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - Three Recycle Trucks and Two Side Loaders

2019 - One Roll Off, Two Front Loaders, and Two Side Loaders

2020 - Three Side Loaders and Three Front Loaders

2021 - One Recycling Truck, Two Front Loaders, and Two Side Loaders

2022 - One Recycling Truck, One Rear Loader, and One Roll Off

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Updated:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Construction Equipment

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 3

**Project #:** 02077

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 260,000 |
| 2019            |    | -       |
| 2020            |    | 45,000  |
| 2021            |    | -       |
| 2022            |    | 130,000 |
| <hr/>           |    |         |
| Total           | \$ | 435,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - One Dozer

2020 - One Trench Roller

2022 - Two Skid Steers

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Backhoes / Loaders

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 4

**Project #:** 02076

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | 117,000   |
| 2020            |    | 322,000   |
| 2021            |    | 255,000   |
| 2022            |    | 565,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,259,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2019 - One Skid Steer and One Track Loader

2020 - Two Backhoes and One Skid Steer

2021 - One Skid Steer and One Track Loader

2022 - Four Backhoes

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Heavy Utility Vehicles

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 5

**Project #:** 02079

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 278,000   |
| 2019            |    | 420,000   |
| 2020            |    | 160,000   |
| 2021            |    | 1,065,000 |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 1,923,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - Two Dump Trucks

2019 - Three Dump Trucks

2020 - One Truck Tractor

2021 - One Large Flat Bed Truck, One Dump Truck, One Asphalt Truck, and One Sewer Cleaner

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Tractors / Mowers

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 6

**Project #:** 02083

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 307,000   |
| 2019            |    | 433,000   |
| 2020            |    | 317,000   |
| 2021            |    | 141,000   |
| 2022            |    | 128,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,326,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - One Tractor, One Mower Conditioner, Four Mowers, One Hay Baler, and One Brush Hog

2019 - Two Tractors, Two Balers, One Brush Hog, One Slope Mower, Two Sand Pros, and Four Mowers

2020 - One Tractor, Two Mower Conditioners, Two Multideck Mowers, and Three Mowers

2021 - One Tractor, One Mower, and One Brush Hog

2022 - One Brush Hog, One Grounds Master, and One Spreader

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Light / Medium Utility Vehicles

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 7

**Project #:** 02078

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 545,000   |
| 2019            |    | 564,000   |
| 2020            |    | 247,000   |
| 2021            |    | 500,000   |
| 2022            |    | 380,000   |
| <hr/>           |    |           |
| Total           | \$ | 2,236,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - Fourteen Trucks

2019 - Fourteen Trucks

2020 - Seven Trucks

2021 - Nine Trucks

2022 - Eight Trucks

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet - Other Vehicles / Equipment

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 8

**Project #:** 02080

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 180,000   |
| 2019            |    | 321,000   |
| 2020            |    | 683,000   |
| 2021            |    | 85,000    |
| 2022            |    | 333,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,602,000 |

**Description:**

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

**Scheduled Implementation:**

*Active Project*

Scheduled for replacement:

2018 - One Forklift, Four Utility Task Vehicles, One Power Buggy, and One Sewer Cleaner

2019 - One Vibrating Roller, One Straw Blower, One Pump, Two Plows, and Two Spreaders

2020 - One Padfoot Roller, One Forklift, One Generator, One Vibrating Roller, One Plow, One Trailer, and Two Sweepers

2021 - One Trailer, Four Plows, One Changeable Sign, and One Utility Task Vehicle

**Effect on Operations:**

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Fleet Car Wash

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Vehicles & Equipment Improvements

**Rank:** 9

**Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 563,000 |
| 2019            |    | 310,000 |
| 2020            |    | 50,000  |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 923,000 |

**Description:**

---

This project is to build a separate, stand alone building to house a two bay car wash. The current unit is located inside the Fleet Operations facility which creates water damage as well as taking up work space. One bay would be for the larger vehicles such as the trash and dump trucks. The second bay would be for average sized vehicles that are currently outsourced to a local vendor.

**Scheduled Implementation:**

*New Project Request*

In 2018, site development and construction of the building. In 2019, purchase and install the equipment. In 2020, convert the current large truck wash into a working shop space.

**Effect on Operations:**

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Utilities will increase due to having two bays and an increase in the amount of vehicles washed. However, the proposed car wash has a filtering system that allows for 75-80% of the water to be re-used.

**Master Plan(s) Addressed:**

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CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Project Title:** Transportation & Fleet Building Improvements

**Division:** 770 - Fleet Operations

**Funding:** 9700 - Shop

**Category:** Facilities Management Improvements

**Rank:** 10

**Project #:** 00000

**Project Request**

|       |    |         |
|-------|----|---------|
| 2018  | \$ | 30,000  |
| 2019  |    | 31,000  |
| 2020  |    | 27,000  |
| 2021  |    | -       |
| 2022  |    | 60,000  |
| <hr/> |    |         |
| Total | \$ | 148,000 |

**Description:**

This project is for energy efficiency, weatherization, and facility improvements which includes the repair and replacement of inefficient HVAC equipment, lighting upgrades, weatherization roof coating, ADA improvements, security improvements, exterior painting, and other facility repairs.

**Scheduled Implementation:**

*New Project Request*

Facilities Management has assessed necessary repairs and proposed a tentative schedule beginning with LED fixture replacement throughout the building, installation of a new gate at the west entrance, and replacing wall panels.

**Effect on Operations:**

Maintenance and efficiency upgrades will reduce energy consumption. The maintenance cost is shared by the Transportation and Fleet Operations divisions and assigned by square footage.

**Master Plan(s) Addressed:**

The Energy Plan recommends upgrades to government buildings that will increase energy efficiency. Improvements to the Transportation and Fleet Facility such as HVAC equipment, converting lighting to low-energy LED fixtures, and weatherization roof coating all support this efficiency goal.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Summary

**UNFUNDED PROJECTS**

| Funding Source / Category / Division            | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 | Projected<br>2021 | Projected<br>2022 | Total<br>2018-2022 |
|-------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Unfunded Projects                               |                   |                   |                   |                   |                   |                    |
| <b>4470 - SALES TAX CAPITAL IMPROVEMENTS:</b>   |                   |                   |                   |                   |                   |                    |
| <b>Engineering</b>                              |                   |                   |                   |                   |                   |                    |
| 15th Street & Razorback Road Roundabout         | 0                 | 1,080,000         | 0                 | 0                 | 0                 | 1,080,000          |
| Center & Harmon Intersection                    | 695,000           | 0                 | 0                 | 0                 | 0                 | 695,000            |
| Downtown Infrastructure Improvements            | 0                 | 750,000           | 750,000           | 750,000           | 750,000           | 3,000,000          |
| Lake Sequoyah Bridge Maintenance                | 70,000            | 300,000           | 0                 | 0                 | 0                 | 370,000            |
| Maple Street Improvements                       | 300,000           | 2,740,000         | 0                 | 0                 | 0                 | 3,040,000          |
| N. College Avenue & Millsap Road Intersection   | 0                 | 1,230,000         | 0                 | 0                 | 0                 | 1,230,000          |
| Ruppel Road (Howard Nickel to Hwy 112)          | 0                 | 0                 | 0                 | 19,450,000        | 0                 | 19,450,000         |
| Sain Street Extension (N. Front to Joyce)       | 0                 | 5,225,000         | 2,579,000         | 0                 | 0                 | 7,804,000          |
| Zion Road (Vantage to Crossover)                | 0                 | 2,050,000         | 0                 | 0                 | 0                 | 2,050,000          |
| <b>Facilities Management</b>                    |                   |                   |                   |                   |                   |                    |
| Town Center Plaza Restoration                   | 20,000            | 300,000           | 200,000           | 0                 | 0                 | 520,000            |
| <b>Fire Department</b>                          |                   |                   |                   |                   |                   |                    |
| Fire Apparatus Replacements                     | 147,000           | 303,000           | 1,200,000         | 170,000           | 100,000           | 1,920,000          |
| Fire Station                                    | 0                 | 0                 | 1,750,000         | 5,500,000         | 0                 | 7,250,000          |
| Fire Training Grounds                           | 0                 | 0                 | 1,500,000         | 1,500,000         | 750,000           | 3,750,000          |
| <b>Information Technology</b>                   |                   |                   |                   |                   |                   |                    |
| Access Control & Security System                | 60,000            | 0                 | 0                 | 0                 | 0                 | 60,000             |
| Applicant Tracking & Performance Software       | 50,000            | 0                 | 0                 | 0                 | 0                 | 50,000             |
| Open Data/Financial Transparency Portal Website | 0                 | 10,000            | 35,000            | 0                 | 0                 | 45,000             |
| Time & Attendance                               | 45,000            | 0                 | 15,000            | 0                 | 0                 | 60,000             |
| <b>Parks &amp; Recreation</b>                   |                   |                   |                   |                   |                   |                    |
| Community Park Improvements                     | 0                 | 0                 | 0                 | 0                 | 150,000           | 150,000            |
| Neighborhood Park Improvements                  | 0                 | 0                 | 0                 | 0                 | 250,000           | 250,000            |
| Parks & Recreation Building Improvements        | 0                 | 0                 | 0                 | 279,000           | 0                 | 279,000            |
| Parks & Recreation Master Plan                  | 200,000           | 0                 | 0                 | 0                 | 0                 | 200,000            |
| Regional Park Design                            | 2,000,000         | 0                 | 0                 | 0                 | 0                 | 2,000,000          |
| Regional Park Development                       | 0                 | 21,000,000        | 0                 | 0                 | 0                 | 21,000,000         |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Summary

**UNFUNDED PROJECTS**

| Funding Source / Category / Division            | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 | Projected<br>2021 | Projected<br>2022 | Total<br>2018-2022 |
|-------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| <b>Police</b>                                   |                   |                   |                   |                   |                   |                    |
| Citywide Radio System Replacement               | 0                 | 100,000           | 100,000           | 500,000           | 10,100,000        | 10,800,000         |
| Police Headquarters Building                    | 0                 | 8,000,000         | 28,300,000        | 0                 | 0                 | 36,300,000         |
| Police Mobile Video System Replacement          | 0                 | 0                 | 0                 | 0                 | 275,000           | 275,000            |
| Police Rescue Vehicle                           | 0                 | 0                 | 200,000           | 0                 | 0                 | 200,000            |
| <b>Sustainability &amp; Resilience</b>          |                   |                   |                   |                   |                   |                    |
| Long-term Efficiency Project Financing          | 50,000            | 50,000            | 50,000            | 50,000            | 50,000            | 250,000            |
| Sales Tax Capital Improvements - Unfunded Total | 3,637,000         | 43,138,000        | 36,679,000        | 28,199,000        | 12,425,000        | 124,078,000        |

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** 15th Street & Razorback Road Roundabout

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 02063

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | 1,080,000 |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 1,080,000 |

**Description:**

This project includes the design and construction of a two lane roundabout at the intersection of Highway 112 (Razorback Road) and 15th Street to improve the safety and efficiency of the existing multi-lane four-way stop. A roundabout is the preferred option at this location due to higher than typical cost for a signal as the adjacent railroad requires additional detection hardware. In addition, the roundabout will better accommodate fluctuating traffic conditions at this intersection.

**Scheduled Implementation:**

*Active Project*

Design will be completed by the end of 2017 with construction to begin in 2019.

**Effect on Operations:**

This project will increase the amount of pavement, striping, sidewalks, landscaping, etc., which will affect the long-term maintenance costs. As compared to a signal, operating expenses for a roundabout are significantly lower.

**Master Plan(s) Addressed:**

This is a priority intersection improvement recognized by the City's Transportation Study. The project also addresses the City Plan 2030 goal of a livable transportation network and the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Center & Harmon Intersection

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 695,000 |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 695,000 |

**Description:**

This project is for the construction of intersection improvements at Center Street and Harmon Avenue. The improvements will include adding a left turn lane for the west bound leg of Center Street, a left turn lane for the south bound leg of Harmon Avenue, radius improvements, and installing a traffic signal. This intersection is negatively affected by the angles that the streets intersect as well as the topography of the area. Recent developments of campus housing nearby have increased the traffic at this location and significantly increased pedestrian activity. In addition, school buses from the Fayetteville School District and the University of Arkansas transit buses have difficulty making turns at the intersection. These improvements will create smoother and safer traffic flow for all vehicles and will create a safer crossing for pedestrians.

**Scheduled Implementation:**

*New Project Request*

Design and construction is planned for 2018. The project will include installation of recycled signal poles that the City has salvaged from other locations.

**Effect on Operations:**

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs. New signal equipment will increase operation and maintenance costs of the signal program.

**Master Plan(s) Addressed:**

This safety and congestion improvement project meets the City Plan 2030 goal of a livable transportation network, the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation," the active Transportation Plan goal of safe pedestrian facilities, and is identified in the University of Arkansas's Transportation Master Plan as a safety priority.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Downtown Infrastructure Improvements

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | 750,000   |
| 2020            |    | 750,000   |
| 2021            |    | 750,000   |
| 2022            |    | 750,000   |
| <hr/>           |    |           |
| Total           | \$ | 3,000,000 |

**Description:**

This project is for a comprehensive streetscape aimed at improved walkability, safety, and continuity across downtown districts. This can be accomplished through sidewalk installation and repair, increased lighting, and intersection improvements. The project area would encompass Rock Street to Lafayette Street and West Avenue to College Avenue.

**Scheduled Implementation:**

*New Project Request*

Identified locations for lighting and sidewalk repair include West Avenue between Mountain and Spring Streets, School Avenue between Center and Spring Streets, Church Avenue between Mountain and Spring Streets, Meadow Street between College Avenue and Block Street, and Watson Street between Campbell and Thompson Streets. Lighting improvements all along Spring Street have also been identified.

**Effect on Operations:**

The operating cost would increase due to the additional lighting.

**Master Plan(s) Addressed:**

The City's Parking Study, Transportation/Mobility Plan, Downtown Master Plan, Active Transportation Plan, and City 2030 Plan all recommend expanding the City's sidewalk network to create highly walkable neighborhoods and commercial districts. The Downtown Master Plan specifically recommends well-lit streets for automobile and pedestrian safety and sidewalks on every street downtown. Additionally, the Downtown Master Plan calls for well-lit sidewalks that connect to entertainment and shopping areas. The Downtown, City 2030, Active Transportation, and Economic Development plans all address public transit and walkability as an important component of any transit program.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Lake Sequoyah Bridge Maintenance

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Bridge & Drainage Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 70,000  |
| 2019            |    | 300,000 |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 370,000 |

**Description:**

This project is for repairs to the Lake Sequoyah bridge. The Arkansas State Highway and Transportation Department (AHTD) has been delegated responsibility from the Federal Highway Administration (FHWA) to inspect bridges for local governments. The City has received a bridge inspection report for the Lake Sequoyah bridge detailing several areas of concerns needing repair and/or maintenance. The maintenance includes repairs to the concrete bridge deck, the concrete deck spall and the concrete support columns, expansion joint replacements, and spot sand blasting and spray painting of steel substructure members. Underwater inspection may be necessary to verify the extent of deterioration to the concrete support columns.

**Scheduled Implementation:**

*New Project Request*

The bridge repairs are currently not critical but will only deteriorate and become more expensive. It is recommended that staff proceeds with design in 2018 and construction in 2019.

**Effect on Operations:**

The City is required by the Federal government to keep all public bridges in a safe and well maintained condition. Contracting this work out will reduce the amount of work required by the Transportation Department. Postponing the bridge repairs will allow for more deterioration of the structural elements and increase the quantity of items to be repaired and the cost.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Maple Street Improvements

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 300,000   |
| 2019            |    | 2,740,000 |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 3,040,000 |

**Description:**

This project is to reconstruct the existing street section between Garland and Gregg Avenues. The reconstruction will create a two way cycle track and two lanes for vehicular traffic as well as sidewalk improvements for pedestrians. The proposed cycle track will create a connection between the Razorback Greenway (Frisco Trail), the University of Arkansas, and Oakridge Trail which currently ends on the University of Arkansas campus.

**Scheduled Implementation:**

*New Project Request*

Funds through the Walton Family Foundation and the University of Arkansas will be pursued. Implementation depends on the funding schedules of these entities.

**Effect on Operations:**

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs. The University of Arkansas would likely provide maintenance on street lights and other roadside amenities.

**Master Plan(s) Addressed:**

This project furthers the goals of multiple master plans, including the City Plan 2030 statement of "we will grow a livable transportation network," the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation," and goals identified by citizens through the Fayetteville Mobility Plan. This project was also identified as a catalyst project in the University of Arkansas's Master Transportation Plan.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** N. College Ave. & Millsap Road Intersection

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 215,000   |
| 2019            |    | 1,015,000 |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 1,230,000 |

**Description:**

This project is for a major intersection improvement at Millsap and College Avenue. The project includes better access to the flyover, additional capacity for eastbound traffic on Millsap, and additional through capacity for traffic on College Avenue. Pedestrian accommodations include protected signal phases and additional sidewalk connections. These actions will greatly improve the overall level of service for this intersection, while increasing pedestrian accessibility and safety.

**Scheduled Implementation:**

*New Project Request*

Design to begin in 2018 with construction in 2019.

**Effect on Operations:**

This project will increase the amount of pavement, striping, signing, lighting, etc., which will affect the long-term street maintenance costs.

**Master Plan(s) Addressed:**

This is a major intersection of Highway 71B, the flyover, and Millsap Road which is extremely congested and accident prone. As such, it has been identified by the Transportation/Mobility Plan and a traffic study performed by Burns & McDonnell as a priority intersection for efficiency and safety.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Ruppel Road (Howard Nickel to Hwy 112)

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 00000

| Project Request |    |            |
|-----------------|----|------------|
| 2018            | \$ | -          |
| 2019            |    | -          |
| 2020            |    | -          |
| 2021            |    | 19,450,000 |
| 2022            |    | -          |
| <hr/>           |    |            |
| Total           | \$ | 19,450,000 |

**Description:**

This project is for the design and construction of the remainder of the west and north legs of the four lane arterial loop known as The Mayor's Box. This includes roadway widening to Ruppel Road between Congressional and Starry Night, widening and new roadway construction for Ruppel Road between Mt. Comfort Road and Salem Road, and widening of Howard Nickel Road from Salem Road to Van Asche Drive. This roadway is planned as a principal arterial on the City Plan 2030 Master Street Plan and will be constructed as four travel lanes with a center median (where possible) and sidewalks and/or trail along the roadway. A portion of this project is State Highway 112 and staff intends to pursue a partnering arrangement with AHTD for that segment. Portions of this project are also outside city limits.

**Scheduled Implementation:**

*New Project Request*

This will be a multi-phase, multi-year project that may include partnering with the AHTD, federal aid through Regional Planning, and other project partners. Implementation is shown in one year, but will be determined based on partnering agreements and other factors. Three to four separate projects with individual implementation schedules are expected.

**Effect on Operations:**

This project will increase the amount of pavement, striping, sidewalks, and other infrastructure which will affect the long-term street maintenance costs.

**Master Plan(s) Addressed:**

This project includes the construction of a principal arterial as designated on the City's Master Street Plan. The project includes a multi-use trail that will extend from Martin Luther King Boulevard to the Scull Creek Trail.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Sain Street Extension (N. Front to Joyce)

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 06035

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 5,225,000 |
| 2019            |    | 2,579,000 |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 7,804,000 |

**Description:**

This project is for the Sain Street extension. The project will construct a new connection from North Front Street to Joyce Boulevard at Vantage Drive with a bridge crossing over Mud Creek and add approximately 0.8 miles to the City's street system. This will alleviate part of the traffic congestion at the Joyce Boulevard and North College Avenue intersection by providing an alternate route. The roadway will be a three-lane section with bike lanes, narrowing down to two lanes across the proposed Mud Creek bridge. The City will apply for Federal-aid funding through the STBGP-A program.

**Scheduled Implementation:**

*Active Project*

Construction will begin in 2018.

**Effect on Operations:**

This project will increase the amount of pavement, bridge elements, striping, signing, mowing, etc., which will affect long-term maintenance costs.

**Master Plan(s) Addressed:**

This project is part of the study that was completed for the Fayetteville Expressway Economic Development Corridor (FEEDC). The Sain Street extension from North Front Street to Joyce Boulevard is also on the Transportation Master Plan (City 2030 Plan) and the Fayetteville Mobility Study. The Northwest Arkansas Regional Planning Commission (NWARPC) has recognized this as a regionally significant project and thereby is eligible for federal funding.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Zion Road (Vantage to Crossover)

**Division:** 621 - Engineering

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Street Improvements

**Rank:** **Project #:** 06035

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | 2,050,000 |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 2,050,000 |

**Description:**

This project is to supplement the Transportation Bond Fund to complete the Zion Road (Vantage to Crossover) roadway improvement project. Zion Road is shown on the 2030 Master Street Plan as a collector street running between College Avenue (Highway 71B) and Crossover Road (Highway 265) and provides an east-west connection. The cross section will be a two and three lane section with bike lanes and five foot sidewalks on both sides.

**Scheduled Implementation:**

*Active Project*

The design is complete and right-of-way acquisition is nearing completion.

**Effect on Operations:**

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs.

**Master Plan(s) Addressed:**

This project, due to the multimodal design, will provide bicycle, pedestrian, and vehicular improvements that meets the City Plan 2030 goal of "we will grow a livable transportation network." This improvement is also an on-street connection identified in the Fayetteville Alternative Transportation Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Town Center Plaza Restoration

**Division:** 140 - Facilities Management

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Facilities Management Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 20,000  |
| 2019            |    | 300,000 |
| 2020            |    | 200,000 |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 520,000 |

**Description:**

---

This project is to rehabilitate the Town Center Plaza. The work includes but is not limited to caulking, tuck-pointing and concrete leveling, reconstruction and replacement of trench drains, and resurfacing the plaza.

**Scheduled Implementation:**

*New Project Request*

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Phase 1 includes plumbing repairs, trench drain replacements, tuck-pointing and concrete leveling, and patching and repair. Phase 2 includes the resurfacing of the plaza.

**Effect on Operations:**

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The repairs will address water leaking on the cars below the plaza and prevent structural concrete deterioration.

**Master Plan(s) Addressed:**

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The City Council's Guiding Principles recommend "Well Maintained City Infrastructure and Facilities." Repairing the drains, caulking, and surface coating at the Town Center plaza supports the goal of the initiative.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Fire Apparatus Replacements

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** **Project #:** 03019

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 147,000   |
| 2019            |    | 303,000   |
| 2020            |    | 1,200,000 |
| 2021            |    | 170,000   |
| 2022            |    | 100,000   |
| <hr/>           |    |           |
| Total           | \$ | 1,920,000 |

|       |    |           |
|-------|----|-----------|
| 2018  | \$ | 147,000   |
| 2019  |    | 303,000   |
| 2020  |    | 1,200,000 |
| 2021  |    | 170,000   |
| 2022  |    | 100,000   |
| <hr/> |    |           |
| Total | \$ | 1,920,000 |

**Description:**

This project is for the replacement of fire apparatus. The Fire Department has experienced a dramatic increase in emergency call volume which is impacting the replacement cycle for the fleet. The general industry standard guideline is for a fire engine/quint to serve on the front line for seven years and in the reserve fleet for three years for a total of 10 years of reliable service. For a ladder truck or aerial apparatus, the guideline is to serve for 10 years on the front line and five years in the reserve fleet. In addition to the \$1,920,000 in the unfunded list, there is \$5,765,000 funded in the 2018-2022 period.

**Scheduled Implementation:**

*Active Project*

In 2018 - purchase of a Quint apparatus. in 2019 - purchase an Aerial Ladder Platform apparatus. In 2021 - purchase two engines, one for replacement and one expansion apparatus for a new fire company. In 2022 - purchase another Quint apparatus.

**Effect on Operations:**

These fire apparatus replacements have helped improve dependability and decrease downtime for maintenance and repairs. Motor pool costs for maintenance will be reduced initially. However, as the fire trucks age the maintenance and repair costs will follow the normal patterns. In 2021, personnel cost will increase with the approval of a new fire station and crew as well as motor pool for the expansion units.

**Master Plan(s) Addressed:**

Within the Council Strategic Initiatives Plan two priorities are identified that pertain to this project. The initiatives are a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." Maintaining the apparatus replacement schedule keeps the equipment from deteriorating. In order to meet the emergency response demands of the Fire Department, the apparatus needs to be reliable and dependable. This also directly impacts the reputation as a safe community.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Fire Station

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | -         |
| 2020            |    | 1,750,000 |
| 2021            |    | 5,500,000 |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 7,250,000 |

**Description:**

This project is to meet the anticipated emergency response needs of the citizens of Fayetteville. In the last five years call volume has increased by an average of 6.7% per year. The Department is therefore requesting an additional fire station and fire company in 2021 to maintain the current level of service. The location of this station will be determined by the data obtained by the accreditation process.

**Scheduled Implementation:**

*New Project Request*

In 2020, land will be purchased and engineering/architectural costs will be incurred. In 2021 the new fire station will be constructed.

**Effect on Operations:**

This additional company and station will require the creation of a second battalion.

**Master Plan(s) Addressed:**

This request addresses the Council Strategic Guiding Principle of "Reputation as a Safe Community" since building an additional fire station will help ensure response times are maintained.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Fire Training Grounds

**Division:** 300 - Fire

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Fire Improvements

**Rank:** **Project #:** 17001

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | -         |
| 2019            |    | -         |
| 2020            |    | 1,500,000 |
| 2021            |    | 1,500,000 |
| 2022            |    | 750,000   |
| <hr/>           |    |           |
| Total           | \$ | 3,750,000 |

**Description:**

This project is to locate the Training Division to the training grounds site. This will provide the ability to conduct regional training exercises with space for indoor classrooms and a professional training environment. A Driver/Operator Course is planned and could be used in conjunction with the Police Department for Emergency Vehicle Response Training. Other training props include structural collapse, trench rescue, confined space, and swift water responses. Locating the Training Division permanently at this facility will help to ensure that the facility is properly maintained and managed. This project would allow the City to become a regional training source for Fire and Police Departments which helps create safer communities and further enhances reputations as safe communities.

**Scheduled Implementation:**

*Active Project*

In 2020 the offices, classrooms, and a parking lot will be built. In 2021 apparatus bays will be built. In 2022 a perimeter road will be built and additional training props such as vehicle fire, trench collapse, rail car derailed, building collapse, etc. would be purchased.

**Effect on Operations:**

This facility will provide for a safe environment for firefighters to train. The facility is expected to reduce injuries and improve expertise in technical rescue incidents.

**Master Plan(s) Addressed:**

This project would allow the City to become a regional training source for public safety endeavors and complies with the City Council's Guiding Principle of "Reputation as a Safe Community" as the project further enhances and elevates the City's reputation as a safe community. Better trained emergency personnel with developed skills through first rate hands-on training are better and more proficient as emergency responders.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Access Control & Security System

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** **Project #:** 13030

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 60,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 60,000 |

**Description:**

This project is to upgrade and expand the City's access control and security system. Over the past five years, the City has consolidated access control systems for better control and greater efficiency. The City Administration building is in need of additional doors and security cameras to be able to effectively lock down and provide enhanced security to employees. Additions such as locking down the basement and stairwells will limit exposure to the building and help to mitigate risk.

**Scheduled Implementation:**

*Active Project*

A major upgrade is planned in 2018 to the City Administration building for access control and video security to expand 15 doors and 15 cameras.

**Effect on Operations:**

Hardware maintenance cost is expected to increase for the new expansion items.

**Master Plan(s) Addressed:**

By expanding the City's access control and security system via additional secure doors and video surveillance, the project supports the City Council's guiding principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Applicant Tracking & Performance Software

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 50,000 |
| 2019            |    | -      |
| 2020            |    | -      |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 50,000 |

**Description:**

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This project is to replace the existing NeoGov application tracking and performance management software. Staff is interested in options to improve the job application process, onboarding, performance evaluations, and overall reporting.

**Scheduled Implementation:**

*New Project Request*

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Staff would research options to replace the current NeoGov software and then compare functionality of current and proposed software applications. Implementation would occur in late 2018, pending a thorough review and selection process.

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Open Data & Financial Transparency Portal Website

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** **Project #:** 00000

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | -      |
| 2019            |    | 10,000 |
| 2020            |    | 35,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 45,000 |

**Description:**

This project is to implement an open data portal and financial transparency website to increase the amount and type of information staff shares with the public. The open data portal would allow citizens and businesses to view, analyze, and download information about city operations, budgets, and expenditures. The open data portal will help the City explain how tax dollars are put to work for the benefit of the community and provide a level of operational and financial transparency. The financial transparency portion would specifically allow the public to view budgets, expenditures, revenues, and have the ability to perform basic analytics.

**Scheduled Implementation:**

*New Project Request*

Staff is recommending 2019 for the financial data and 2020 for operational data.

**Effect on Operations:**

**Master Plan(s) Addressed:**

An open data and financial transparency portal website will enhance how the City communicates financial and operational information to support the City Council's Guiding Principle of "A Financially Sustainable City Government."

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Time & Attendance

**Division:** 170 - Information Technology

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Information Technology Improvements

**Rank:** **Project #:** 08025

| Project Request |    |        |
|-----------------|----|--------|
| 2018            | \$ | 45,000 |
| 2019            |    | -      |
| 2020            |    | 15,000 |
| 2021            |    | -      |
| 2022            |    | -      |
| <hr/>           |    |        |
| Total           | \$ | 60,000 |

**Description:**

This project provides upgrades to the time and attendance system purchased in 2010. The City currently has 16 timeclocks in production that are in need of replacement. The timekeeping system is used by all employees to gather hours worked which are then imported into the payroll system, increasing accuracy and efficiency of the payroll process.

**Scheduled Implementation:**

*Active Project*

The timeclocks will be replaced in 2018 with hardware refreshes in the year 2020.

**Effect on Operations:**

No significant change over the current annual hardware maintenance expense.

**Master Plan(s) Addressed:**

The City Council's Guiding Principle of "Well-Maintained City infrastructure and Facilities" is supported by replacing the timeclock hardware and keeping the clocks current.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Community Park Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 13001

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | 150,000 |
| <hr/>           |    |         |
| Total           | \$ | 150,000 |

**Description:**

This project is for improvements to Walker Park. The Walker Park Master Plan is currently being designed, therefore a specific project cannot be determined at this time.

**Scheduled Implementation:**

*Active Project*

A master plan for Walker Park is currently being designed. Detailed plans and specifications for identified priorities will be developed in 2021.

**Effect on Operations:**

Routine maintenance of new and renovated facilities will be needed.

**Master Plan(s) Addressed:**

Walker Park Master Plan is underway and will set the priorities for the future park development through a public process. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Neighborhood Park Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 02013

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | 250,000 |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

This project is for improvements to parks that are located within neighborhoods. Hotz Park is a neighborhood park located west of the University of Arkansas campus. Improvements are needed to update the existing playground and park amenities that will provide ADA access.

**Scheduled Implementation:**

*Active Project*

A master plan for Hotz Park would be designed in 2020 with the detailed plans and specification for identified priorities developed in 2021.

**Effect on Operations:**

The renovation of existing playground will not affect operations.

**Master Plan(s) Addressed:**

A key component of the Parks Master Plan is to provide recreational facilities and greenspace through mini-parks and neighborhood parks within close proximity of residential homes and neighborhoods. Preferably, these facilities are within walking distance of the users and may not include parking. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Parks & Recreation Building Improvements

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | 279,000 |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 279,000 |

**Description:**

---

This project is for updates to the Walker Park Senior Activity and Wellness Center, the Parks & Recreation Building, and the Yvonne Richardson Center.

**Scheduled Implementation:**

*New Project Request*

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Various improvements to HVAC systems, exterior and interior finishes, roofing, and lighting systems would be identified and implemented each year as needed.

**Effect on Operations:**

**Master Plan(s) Addressed:**

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The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the plan from the Executive Summary through the general recommendations of the Parks Master Plan.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

**Project Title:** Parks & Recreation Master Plan

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 00000

**Project Request**

|       |    |         |
|-------|----|---------|
| 2018  | \$ | 200,000 |
| 2019  |    | -       |
| 2020  |    | -       |
| 2021  |    | -       |
| 2022  |    | -       |
| <hr/> |    |         |
| Total | \$ | 200,000 |

**Description:**

---

This project is for a new master plan for the Parks and Recreation Department that will define the direction of parks and recreation in Fayetteville for the next ten years. The master plan would set the vision and strategies to accomplish goals set by the City.

**Scheduled Implementation:**

*Planned/Programmed Project*

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A consultant will be hired in 2018 to begin the process.

**Effect on Operations:**

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**Master Plan(s) Addressed:**

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The current Parks and Recreation Master Plan was adopted in 2002 and was a ten year plan. The Parks Department has completed the majority of the plan and needs a new one to set the vision for the next decade. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.



CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Regional Park Design

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 00000

| Project Request |    |           |
|-----------------|----|-----------|
| 2018            | \$ | 2,000,000 |
| 2019            |    | -         |
| 2020            |    | -         |
| 2021            |    | -         |
| 2022            |    | -         |
| <hr/>           |    |           |
| Total           | \$ | 2,000,000 |

**Description:**

---

This project is to complete the detailed design for remaining phases of the Regional Park.

**Scheduled Implementation:**

*New Project Request*

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A Request for Proposal (RFP) would be advertised in 2018 with a consultant hired to provide the design and bidding services.

**Effect on Operations:**

**Master Plan(s) Addressed:**

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The Parks & Recreation Master Plan recommends the development of a Regional Park based upon data from public meetings, citizen survey results, a one day steering committee meeting, and interviews with public officials, staff, and community leaders. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Regional Park Development

**Division:** 520 - Parks & Recreation

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Parks & Recreation Improvements

**Rank:** **Project #:** 02002

| Project Request |    |            |
|-----------------|----|------------|
| 2018            | \$ | -          |
| 2019            |    | 21,000,000 |
| 2020            |    | -          |
| 2021            |    | -          |
| 2022            |    | -          |
| <hr/>           |    |            |
| Total           | \$ | 21,000,000 |

**Description:**

This project is for remaining phases of the Regional Park and includes a four baseball field complex with a concession/restroom building; a four softball field complex with a concession/restroom building; a parks office building; a parks maintenance office and facilities; a Great Lawn pavilion/restroom; amphitheater, trail head parking with a pavilion/restroom building; and tennis, basketball and sand volleyball courts.

**Scheduled Implementation:**

*Planned/Programmed Project*

Construction will begin in 2019 as soon as practical after development approval and construction drawings are ready for bid. The bid documents would facilitate fund raising efforts to be able to start the project.

**Effect on Operations:**

Completion of the Regional Park will add 4.75 FTEs for maintenance, 1.5 FTEs for recreation, two mowers, a ballfield groomer, and operational and utility expenses.

**Master Plan(s) Addressed:**

The Parks & Recreation Master Plan recommends the development of a Regional Park based upon data from public meetings, citizen survey results, a one day steering committee meeting, and interviews with public officials, staff, and community leaders. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Citywide Radio System Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** **Project #:** 00000

| Project Request |    |            |
|-----------------|----|------------|
| 2018            | \$ | -          |
| 2019            |    | -          |
| 2020            |    | -          |
| 2021            |    | 800,000    |
| 2022            |    | 10,000,000 |
| <hr/>           |    |            |
| Total           | \$ | 10,800,000 |

**Description:**

The project is for citywide radio replacements. The last citywide radio project was completed in 2011. Radio systems after several years typically start experiencing problems with equipment failures due to age. It is not unusual to begin having problems acquiring parts as the system degrades. These systems are costly and it is important to start planning for the future replacement of the City's radios. In addition to the \$10,800,000 in the unfunded list, there is \$600,000 funded in the 2018-2022 period.

**Scheduled Implementation:**

*Planned/Programmed Project*

Implementation would start when system degradation begins due to equipment failure.

**Effect on Operations:**

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Police Headquarters Building

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** **Project #:** 00000

| Project Request |    |            |
|-----------------|----|------------|
| 2018            | \$ | -          |
| 2019            |    | 8,000,000  |
| 2020            |    | 28,300,000 |
| 2021            |    | -          |
| 2022            |    | -          |
| <hr/>           |    |            |
| Total           | \$ | 36,300,000 |

**Description:**

This project is to construct a new police headquarters building. The current facility is overcrowded, has poor public access, and high maintenance costs. A needs study was completed in 2004 noting the police facility should be 66,000 square feet. The current facility is 24,000 square feet.

**Scheduled Implementation:**

*Previously Requested/Not Approved*

Begin site evaluation and preliminary design upon identification of funding source.

**Effect on Operations:**

Overall effect on operations should be comparable to existing costs due to installation of energy-efficient mechanical components such as HVAC, lighting, and water heaters.

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Police Mobile Video System Replacement

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** **Project #:** 15015

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | -       |
| 2021            |    | -       |
| 2022            |    | 275,000 |
| <hr/>           |    |         |
| Total           | \$ | 275,000 |

**Description:**

This project provides for the replacement of the police mobile video systems. Mobile video is an important component of each patrol unit by documenting evidence to support prosecution and makes citizen complaints more easily investigated. All patrol vehicles are equipped with video and audio recording devices that capture traffic stops and other relevant events. This video is uploaded to disk-based storage cabinets of sufficient capacity to accommodate video uploads for a period of one year. Video is then accessible over the network by authorized personnel for review and dissemination per law enforcement requirements. In addition to the \$275,000 in the unfunded list, there is \$38,000 funded in the 2018-2022 period.

**Scheduled Implementation:**

*Active Project*

The replacement of the Mobile Video Recorder (MVR) server and of the microphone/equipment for all officers will be in 2019. The MVR units will be beyond normal hardware life expectancy in 2022.

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Police Rescue Vehicle

**Division:** 200 - Police

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Police Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | -       |
| 2019            |    | -       |
| 2020            |    | 200,000 |
| 2021            |    | -       |
| 2022            |    | -       |
| <hr/>           |    |         |
| Total           | \$ | 200,000 |

**Description:**

This project is for an expansion vehicle for the Police Department. This vehicle will be used for special operations including deploying personnel and to recover/rescue citizens in peril. The vehicle will decrease the risk of officers and citizens being injured or killed in high risk situations and remove the increased risk of vulnerability. The vehicle can also be used to get medical personnel into unstable positions with an extra level of protection.

**Scheduled Implementation:**

*New Project Request*

Staff recommends purchasing this vehicle in 2020.

**Effect on Operations:**

**Master Plan(s) Addressed:**

CITY OF FAYETTEVILLE, ARKANSAS  
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

**Unfunded**

**Project Title:** Long-term Efficiency Project Financing

**Division:** 631 - Sustainability & Resilience

**Funding:** 4470 - Sales Tax Capital Improvements

**Category:** Other Capital Improvements

**Rank:** **Project #:** 00000

| Project Request |    |         |
|-----------------|----|---------|
| 2018            | \$ | 50,000  |
| 2019            |    | 50,000  |
| 2020            |    | 50,000  |
| 2021            |    | 50,000  |
| 2022            |    | 50,000  |
| <hr/>           |    |         |
| Total           | \$ | 250,000 |

**Description:**

This project consists of utilizing Property-Assessed Clean Energy (PACE) financing or Guaranteed Performance Service Contracting to fund large-scale energy efficiency, weatherization, and water conservation improvements to city buildings. Improvements may include repair and replacement of inefficient HVAC equipment, lighting upgrades, insulation, window repair/replacement, and water efficiency projects. Energy assessments will need to be performed to identify the scope of specific projects.

**Scheduled Implementation:**

*New Project Request*

Project assessment and scope to be developed in late 2017 with construction in 2018. Financing will extend over a multi-year period.

**Effect on Operations:**

Reduction in utility and maintenance costs and time spent repairing outdated equipment.

**Master Plan(s) Addressed:**

Anticipated recommendations from the Energy Action Plan (Fall 2017) include reducing energy consumption in city-owned buildings through a combination of energy efficiency improvements and greater investment in on-site renewables. Investment in long-term efficiency projects will directly support the goal of reducing city-owned building energy consumption. Long-term efficiency project financing and the development of the City's Energy Action Plan directly support the recommended sustainability strategic focus areas in the Fayetteville First and the Economic Development Plans including sustainable Fayetteville branding and STAR Communities re-certification action items.

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title          | Description of Operating Impact                                                                | 2018     | 2019     | 2020     | 2021     | 2022     | Total     |
|--------------------------------------------|------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|-----------|
| <b>General Fund</b>                        |                                                                                                |          |          |          |          |          |           |
| Bridge & Drainage Improvements             |                                                                                                |          |          |          |          |          |           |
| Engineering                                |                                                                                                |          |          |          |          |          |           |
| Other Drainage Improvements                | Effect on operations depends on the improvement                                                | 0        | 0        | 0        | 0        | 0        | 0         |
| Stormwater Quality Management              | Effect on operations depends on the improvement                                                | 0        | 0        | 0        | 0        | 0        | 0         |
| Drainage Maintenance                       | Effect on operations depends on the improvement                                                | 0        | 0        | 0        | 0        | 0        | 0         |
| Facility Improvements                      |                                                                                                |          |          |          |          |          |           |
| Facilities Management                      |                                                                                                |          |          |          |          |          |           |
| Building Improvements                      | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| 7-Hills Walker Family Residential Facility | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Sustainability & Resilience                |                                                                                                |          |          |          |          |          |           |
| Building Efficiency Improvements           | Reduction in utility and maintenance costs                                                     | (20,000) | (25,000) | (30,000) | (35,000) | (40,000) | (150,000) |
|                                            |                                                                                                | (20,000) | (25,000) | (30,000) | (35,000) | (40,000) | (150,000) |
| Fire Safety Improvements                   |                                                                                                |          |          |          |          |          |           |
| Fire                                       |                                                                                                |          |          |          |          |          |           |
| Fire Apparatus Purchase Program            | Expansion unit - motor pool charges                                                            | 0        | 0        | 0        | 12,000   | 12,000   | 24,000    |
| Fire Facility Maintenance - Cost Savings   | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Fire Information Technology Updates        | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Firefighter Safety Equipment               | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Fire Mobile Radios                         | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
|                                            |                                                                                                | 0        | 0        | 0        | 12,000   | 12,000   | 24,000    |
| Information Technology Improvements        |                                                                                                |          |          |          |          |          |           |
| Information Technology                     |                                                                                                |          |          |          |          |          |           |
| Technology Equipment Replacement           | New personnel - 1.0 FTE                                                                        | 0        | 57,516   | 57,516   | 57,516   | 57,516   | 230,064   |
| Local Area Network (LAN) Upgrade           | Hardware maintenance cost will increase for new expansion items                                | 6,250    | 6,250    | 10,000   | 5,450    | 5,950    | 33,900    |
| Telecommunication Systems Upgrades         | Slight increases in software maintenance and licensing as head count increases across the City | 13,600   | 1,000    | 1,000    | 1,000    | 1,000    | 17,600    |
| Storage Area Network (SAN)                 | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Cyber Security                             | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Fayetteville-AR.gov Technical Improvements | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Document Management                        | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Geographic Information System (GIS)        | No effect on operations                                                                        | 0        | 0        | 0        | 0        | 0        | 0         |
| Regional Park Fiber and Network            | Hardware maintenance cost increase with addition of network equipment                          | 1,500    | 750      | 0        | 0        | 0        | 2,250     |
| Hansen Version 8 Upgrade                   | Software maintenance                                                                           | 0        | 100,000  | 100,000  | 100,000  | 100,000  | 400,000   |
|                                            |                                                                                                | 21,350   | 165,516  | 168,516  | 163,966  | 164,466  | 683,814   |



City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title                    | Description of Operating Impact              | 2018 | 2019   | 2020   | 2021   | 2022   | Total  |
|------------------------------------------------------|----------------------------------------------|------|--------|--------|--------|--------|--------|
| <b>Library Material Purchases &amp; Improvements</b> |                                              |      |        |        |        |        |        |
| Library                                              |                                              |      |        |        |        |        |        |
| Library Materials Purchases                          | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Library Computer Replacements                        | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
|                                                      |                                              | 0    | 0      | 0      | 0      | 0      | 0      |
| <b>Media Services Improvements</b>                   |                                              |      |        |        |        |        |        |
| Media Services                                       |                                              |      |        |        |        |        |        |
| City Hall Room 111 Audio-Visual Upgrade              | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Television Center Equipment                          | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Digital Signage Implementation                       | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| City Hall A-V Maintenance                            | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
|                                                      |                                              | 0    | 0      | 0      | 0      | 0      | 0      |
| <b>Parks &amp; Recreation Improvements</b>           |                                              |      |        |        |        |        |        |
| Parks & Recreation                                   |                                              |      |        |        |        |        |        |
| Parks & Recreation Software                          | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Park Paving Improvements                             | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Lake Fayetteville Watershed Grant match              | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Parks & Rec. Maintenance Work Order System           | Increase in software maintenance             | 0    | 10,000 | 10,000 | 10,000 | 10,000 | 40,000 |
| Lake Improvements                                    | Increase in building and grounds maintenance | 0    | 2,000  | 2,000  | 2,000  | 2,000  | 8,000  |
| Forestry & Habitat Improvement                       | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Safety & ADA                                         | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Lights of the Ozarks                                 | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Urban Forestry Analysis Update                       | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
|                                                      |                                              | 0    | 12,000 | 12,000 | 12,000 | 12,000 | 48,000 |
| <b>Other/Miscellaneous Capital Improvements</b>      |                                              |      |        |        |        |        |        |
| Accounting & Audit                                   |                                              |      |        |        |        |        |        |
| Audit Expense                                        | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Accounting Office Equipment                          | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Animal Services                                      |                                              |      |        |        |        |        |        |
| Animal Service Improvements                          | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Engineering                                          |                                              |      |        |        |        |        |        |
| GPS Survey Equipment                                 | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
| Facilities Management                                |                                              |      |        |        |        |        |        |
| Woolsey Homestead Historic Restoration Project       | No effect on operations                      | 0    | 0      | 0      | 0      | 0      | 0      |
|                                                      |                                              | 0    | 0      | 0      | 0      | 0      | 0      |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title            | Description of Operating Impact                                                                                                   | 2018   | 2019    | 2020    | 2021    | 2022    | Total   |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------|---------|---------|---------|---------|---------|
| <b>Police Safety Improvements</b>            |                                                                                                                                   |        |         |         |         |         |         |
| Police                                       |                                                                                                                                   |        |         |         |         |         |         |
| Police Ballistic Protection                  | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Weapon Replacement                    | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Specialized Equipment                 | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Building Improvements                 | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Technology Improvements               | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Unmarked Vehicles                     | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Take Home Vehicles                    | Increase in motorpool charges                                                                                                     | 13,140 | 28,080  | 43,920  | 77,200  | 114,380 | 276,720 |
| Police Virtual Server & Storage Area Network | The purchase will increase the VMWare license maintenance renewal per year, as well as the VEEAM backup software license renewals | 0      | 3,000   | 3,000   | 6,000   | 6,000   | 18,000  |
| <b>Employee Gym Equipment</b>                |                                                                                                                                   |        |         |         |         |         |         |
| Citywide Radio System Replacement            | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Mobile Computer Terminal Replacement  | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Mobile Video Recorder Replacement     | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police K9 Replacement                        | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Equipment Replacement                 | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Interagency Communications            | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Radio Replacement                     | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Central Dispatch Improvements                | Annual maintenance cost after the 5 year warranty expires                                                                         | 0      | 0       | 0       | 0       | 0       | 0       |
| Police Network Core/Distribution Switch      | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
| Police eTicket Equipment Replacement         | No effect on operations                                                                                                           | 0      | 0       | 0       | 0       | 0       | 0       |
|                                              |                                                                                                                                   | 13,140 | 31,080  | 46,920  | 83,200  | 120,380 | 294,720 |
| <b>Total General Fund Impacts</b>            |                                                                                                                                   |        |         |         |         |         |         |
|                                              |                                                                                                                                   | 14,490 | 183,596 | 197,436 | 236,166 | 268,846 | 900,534 |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title                | Description of Operating Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2018    | 2019    | 2020    | 2021    | 2022    | Total   |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|
| <b>Street Fund</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |         |         |         |         |         |
| Transportation Improvements                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |         |         |         |         |         |
| Transportation                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |         |         |         |         |         |
| In-House Pavement Improvements                   | Newly paved streets have no immediate effect on operations<br>Maintenance costs increase as streets age and deteriorate.<br>The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes are added, the costs for maintaining roadway markings will also increase.<br>Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies. | 75,000  | 75,000  | 75,000  | 75,000  | 75,000  | 375,000 |
| Sidewalk Improvements                            | Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.                                                                                                                                                                                                                                                                                                            | 10,000  | 10,000  | 10,000  | 10,000  | 10,000  | 50,000  |
| Traffic Signal Improvements                      | The installation of new traffic signals will result in increased utility and maintenance costs                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 20,000  | 20,000  | 20,000  | 20,000  | 20,000  | 100,000 |
| Wireless Traffic Signal Control                  | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0       | 0       | 0       | 0       | 0       | 0       |
| Trail Development                                | An additional FTE and mower is required for every 10 miles of new trail added which is scheduled to occur by 2021. Utility costs increase as lighting and water fountains are also added.                                                                                                                                                                                                                                                                                                                                                       | 50,000  | 50,000  | 50,000  | 111,900 | 100,900 | 362,800 |
| Transportation/Fleet Building Improvements       | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |         |         |         |         |         |
| Engineering                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |         |         |         |         |         |
| Cost Share / ROW / Intersection / Street Calming | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0       | 0       | 0       | 0       | 0       | 0       |
| Parking Management                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |         |         |         |         |         |
| Parking Lot Improvements (City Employee)         | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0       | 0       | 0       | 0       | 0       | 0       |
|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 155,000 | 155,000 | 155,000 | 216,900 | 205,900 | 887,800 |
| Total Street Fund Impacts                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 155,000 | 155,000 | 155,000 | 216,900 | 205,900 | 887,800 |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title         | Description of Operating Impact                                                                                                                                                                                                                                                                                                                                                                                                              | 2018   | 2019   | 2020   | 2021   | 2022   | Total   |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|--------|--------|---------|
| <b>Parking Fund</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Parking Improvements                      |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Parking Management                        |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Meadow Street Parking Deck Improvements   | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                      | 0      | 0      | 0      | 0      | 0      | 0       |
| Parking Lot Improvements and Overlays     | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                      | 0      | 0      | 0      | 0      | 0      | 0       |
| Parking Infrastructure Improvements       | Estimate 10 new lights at \$40 per month for electricity                                                                                                                                                                                                                                                                                                                                                                                     | 4,800  | 4,800  | 4,800  | 4,800  | 4,800  | 24,000  |
| Parking Computer and Printer Replacements | No effect on operations                                                                                                                                                                                                                                                                                                                                                                                                                      | 0      | 0      | 0      | 0      | 0      | 0       |
| Parking Enforcement Upgrades              | Monthly software service payments are estimated to increase by \$200 for software upgrades and real-time availability application. Additional operational costs include estimated costs for replacement and maintenance associated with LPR cameras and lot sensors.                                                                                                                                                                         | 3,400  | 3,400  | 3,400  | 3,400  | 3,400  | 17,000  |
| Meter/Pay Station Upgrade & Replacements  | Operational costs include monthly service fees for smart meters at \$5/month for 200 on-street meters and an increase in monthly service fees for four new pay stations at \$100 per month. Operational costs for the monthly service fees for smart meters could also be offset with rate changes.                                                                                                                                          | 0      | 12,000 | 16,800 | 16,800 | 16,800 | 62,400  |
| Spring Street Parking Deck Improvements   | A three year warranty will be included with the initial camera purchase. Ongoing maintenance costs for the cameras will be approximately \$500 per year.                                                                                                                                                                                                                                                                                     | 0      | 0      | 500    | 500    | 500    | 1,500   |
| Total Parking Fund Impacts                |                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8,200  | 20,200 | 25,500 | 25,500 | 25,500 | 104,900 |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8,200  | 20,200 | 25,500 | 25,500 | 25,500 | 104,900 |
| <b>Parks Development Fund</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Parks & Recreation Improvements           |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Parks & Recreation                        |                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |        |        |        |        |         |
| Community Park Improvements               | 2018- Walker & Gulley splash pads utility cost for water is estimated at \$40,000; electricity at \$2,000; and building and maintenance costs are estimated at \$6,000 for general repairs each year. 2020- Skate Park lighting utility cost is estimated at \$3,000 per year. 2021- New pavilion restrooms at Gulley estimated \$2,000 utility (electric, water, sewer), \$1,000 janitorial supplies, and \$1,500 building and maintenance. | 48,000 | 48,000 | 51,000 | 55,500 | 55,500 | 258,000 |
| Total Parks Development Fund Impacts      |                                                                                                                                                                                                                                                                                                                                                                                                                                              | 48,000 | 48,000 | 51,000 | 55,500 | 55,500 | 258,000 |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                              | 48,000 | 48,000 | 51,000 | 55,500 | 55,500 | 258,000 |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title              | Description of Operating Impact                                        | 2018 | 2019    | 2020    | 2021    | 2022    | Total     |
|------------------------------------------------|------------------------------------------------------------------------|------|---------|---------|---------|---------|-----------|
| <b>Water &amp; Sewer Fund</b>                  |                                                                        |      |         |         |         |         |           |
| Wastewater Treatment Improvements              |                                                                        |      |         |         |         |         |           |
| Utilities Director                             |                                                                        |      |         |         |         |         |           |
| Phosphorus Standards Management                | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Wastewater Treatment Plant                     |                                                                        |      |         |         |         |         |           |
| Plant Pumps and Equipment - W.W.T.P            | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| W.W.T.P. Building Improvements                 | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Upgrade and Replace Lift Stations - W.W.T.P    | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Lake Sequoyah Sediment Removal                 | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Filter Cell Replacement - W.W.T.P              | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
|                                                |                                                                        | 0    | 0       | 0       | 0       | 0       | 0         |
| Water & Sewer Improvements                     |                                                                        |      |         |         |         |         |           |
| Water & Sewer Maintenance                      |                                                                        |      |         |         |         |         |           |
| Water System Rehabilitation/Replacement        | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Sanitary Sewer Rehabilitation                  | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Water and Sewer Relocations - Bond Projects    | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Water Storage and Pump Station Maintenance     | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Water & Sewer Equipment Expansions             | New personnel (5.0 FTEs) and motorpool charges (Four expansion units). | 0    | 345,100 | 356,600 | 368,600 | 381,100 | 1,451,400 |
| Water Impact Fee Cost Sharing Projects         | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| West Water Transmission Line                   | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
|                                                |                                                                        | 0    | 345,100 | 356,600 | 368,600 | 381,100 | 1,451,400 |
| Water & Sewer Services Improvements            |                                                                        |      |         |         |         |         |           |
| Utilities Financial Services Improvements      | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Utilities Financial Services Improvements      | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Utilities Technology Improvements              |                                                                        |      |         |         |         |         |           |
| Water & Sewer Maintenance                      |                                                                        |      |         |         |         |         |           |
| Water & Sewer Building and Office Improvements | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Water Meters                                   | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Water & Sewer Rate/Operations Study            | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Backflow Prevention Assemblies                 | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
| Technology Equipment Replacements              | No effect on operations                                                | 0    | 0       | 0       | 0       | 0       | 0         |
|                                                |                                                                        | 0    | 0       | 0       | 0       | 0       | 0         |
|                                                |                                                                        | 0    | 0       | 0       | 0       | 0       | 0         |
| Total Water & Sewer Fund Impacts               |                                                                        | 0    | 345,100 | 356,600 | 368,600 | 381,100 | 1,451,400 |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title                          | Description of Operating Impact                                                                                                                                                                                    | 2018        | 2019        | 2020        | 2021        | 2022        | Total       |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Recycling &amp; Trash Collection Fund</b>               |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Solid Waste Improvements                                   |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Solid Waste & Recycling                                    |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Transfer Station Improvements                              | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Recycling & Trash Collection Rate Study                    | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Solid Waste Reduction, Diversion & Recycling Master Plan   | New personnel cost (4.0 FTEs) and motor pool charges (three expansion units)                                                                                                                                       | 119,200     | 357,500     | 357,500     | 357,500     | 357,500     | 1,549,200   |
| Scale House Improvements                                   | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Technology Equipment Replacements                          | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Truck Plug Ins - Parking Lot                               | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Cart Washer                                                | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Recycling & Trash Collection Containers                    | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Recycling & Trash Collection Compactors                    | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Compost Site Improvements                                  | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
| Route Optimization & RFID System                           | The systems will have a monthly fee. The implementation of the new equipment will improve collection times by utilizing better routing options and improve customer service by verifying collections in real time. | 0           | 25,200      | 36,550      | 48,000      | 53,650      | 163,400     |
| Material Recovery Improvements                             | No effect on operations                                                                                                                                                                                            | 0           | 0           | 0           | 0           | 0           | 0           |
|                                                            |                                                                                                                                                                                                                    | 119,200     | 382,700     | 394,050     | 405,500     | 411,150     | 1,712,600   |
| <b>Total Recycling &amp; Trash Collection Fund Impacts</b> |                                                                                                                                                                                                                    | 119,200     | 382,700     | 394,050     | 405,500     | 411,150     | 1,712,600   |
| <b>Airport Fund</b>                                        |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Airport Improvements                                       |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Aviation                                                   |                                                                                                                                                                                                                    |             |             |             |             |             |             |
| Airport Pavement Painting                                  | No effect on operations                                                                                                                                                                                            |             |             |             |             |             |             |
| Airport Lighting Improvements                              | Reduced electricity and maintenance costs                                                                                                                                                                          | \$ (12,000) | \$ (12,000) | \$ (12,000) | \$ (12,000) | \$ (12,000) | \$ (60,000) |
| Terminal Improvements                                      | Energy cost savings expected                                                                                                                                                                                       | (5,203)     | (5,203)     | (5,203)     | (5,203)     | (5,203)     | (26,015)    |
| Airport Equipment Replacement                              | Increase in motorpool charges                                                                                                                                                                                      | 16,247      | 16,247      | 16,247      | 16,247      | 16,247      | 81,235      |
|                                                            |                                                                                                                                                                                                                    | (956)       | (956)       | (956)       | (956)       | (956)       | (4,780)     |
| <b>Total Airport Fund Impacts</b>                          |                                                                                                                                                                                                                    | (956)       | (956)       | (956)       | (956)       | (956)       | (4,780)     |

City of Fayetteville, Arkansas  
2018 - 2022 Capital Improvements Program  
Operating Impacts

| Source / Division / Project Title            | Description of Operating Impact                                                                                                                                                                           | 2018       | 2019         | 2020         | 2021         | 2022         | Total        |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|--------------|--------------|--------------|--------------|
| <b>Shop Fund</b>                             |                                                                                                                                                                                                           |            |              |              |              |              |              |
| Vehicles & Equipment                         |                                                                                                                                                                                                           |            |              |              |              |              |              |
| Fleet Operations                             |                                                                                                                                                                                                           |            |              |              |              |              |              |
| Fleet - Police / Passenger Vehicles          | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Solid Waste Vehicles / Equipment     | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Construction Equipment               | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Backhoes / Loaders                   | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Heavy Utility Vehicles               | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Tractors / Mowers                    | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Light / Medium Utility Vehicles      | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Other Vehicles / Equipment           | No effect on operations                                                                                                                                                                                   | 0          | 0            | 0            | 0            | 0            | 0            |
| Fleet - Car Wash                             | Utilities will increase due to having two bays and an increase in the amount of vehicles washed. However, the proposed car wash has a filtering system that allows for 75-80% of the water to be re-used. | 0          | 0            | (7,000)      | (7,000)      | (7,000)      | (21,000)     |
| Transportation & Fleet Building Improvements | Maintenance and efficiency upgrades will reduce energy consumption. The maintenance cost is shared by the Transportation and Fleet Operations divisions and assigned by square footage.                   | 0          | 0            | (4,200)      | (4,200)      | (4,200)      | (12,600)     |
| Total Shop Fund Impacts                      |                                                                                                                                                                                                           | 0          | 0            | (11,200)     | (11,200)     | (11,200)     | (33,600)     |
|                                              |                                                                                                                                                                                                           | 0          | 0            | (11,200)     | (11,200)     | (11,200)     | (33,600)     |
| TOTAL PROJECTS - ALL FUNDS                   |                                                                                                                                                                                                           | \$ 343,934 | \$ 1,133,640 | \$ 1,167,430 | \$ 1,296,010 | \$ 1,335,840 | \$ 5,276,854 |
| <b>Projects By Fund - All Sources</b>        |                                                                                                                                                                                                           |            |              |              |              |              |              |
| General Fund                                 |                                                                                                                                                                                                           | \$ 14,490  | \$ 183,596   | \$ 197,436   | \$ 236,166   | \$ 268,846   | \$ 900,534   |
| Parking Fund                                 |                                                                                                                                                                                                           | 8,200      | 20,200       | 25,500       | 25,500       | 25,500       | 104,900      |
| Parks Development Fund                       |                                                                                                                                                                                                           | 48,000     | 48,000       | 51,000       | 55,500       | 55,500       | 258,000      |
| Street Fund                                  |                                                                                                                                                                                                           | 155,000    | 155,000      | 155,000      | 216,900      | 205,900      | 887,800      |
| Water & Sewer Fund                           |                                                                                                                                                                                                           | 0          | 345,100      | 356,600      | 368,600      | 381,100      | 1,451,400    |
| Recycling & Trash Collect Fund               |                                                                                                                                                                                                           | 119,200    | 382,700      | 394,050      | 405,500      | 411,150      | 1,712,600    |
| Airport Fund                                 |                                                                                                                                                                                                           | (956)      | (956)        | (956)        | (956)        | (956)        | (4,780)      |
| Shop Fund                                    |                                                                                                                                                                                                           | 0          | 0            | (11,200)     | (11,200)     | (11,200)     | (33,600)     |
|                                              |                                                                                                                                                                                                           | \$ 343,934 | \$ 1,133,640 | \$ 1,167,430 | \$ 1,296,010 | \$ 1,335,840 | \$ 5,276,854 |

## LISTING OF ACRONYMS

|             |                                                       |
|-------------|-------------------------------------------------------|
| ADA .....   | Americans with Disabilities Act                       |
| ADEQ .....  | Arkansas Department of Environmental Quality          |
| AHTD .....  | Arkansas Highway Transportation Department            |
| APS.....    | Advanced Public Safety                                |
| A/V .....   | Audio/Visual                                          |
| BWD.....    | Beaver Water District                                 |
| CCTV.....   | Closed Circuit Television                             |
| CIP .....   | Capital Improvements Program                          |
| CMS .....   | Content Management System                             |
| DVD .....   | Digital Versatile Disc                                |
| EDMS.....   | Electronic Document Management System                 |
| ERP .....   | Enterprise Response Planning                          |
| FAA .....   | Federal Aviation Administration                       |
| FAR .....   | Federal Aviation Regulation                           |
| FBO .....   | Fixed Based Operator                                  |
| FEEDC.....  | Fayetteville Expressway Economic Development Corridor |
| FHWA .....  | Federal Highway Administration                        |
| FTE.....    | Full-Time Equivalent                                  |
| GIS .....   | Geographic Information System                         |
| GPS .....   | Global Positioning System                             |
| HVAC .....  | Heating, Ventilation, and Air Conditioning            |
| IP.....     | Internet Protocol                                     |
| IT.....     | Information Technology                                |
| LAN .....   | Local Area Network                                    |
| LED .....   | Light Emitting Diode                                  |
| LPR.....    | License Plate Recognition                             |
| MRF .....   | Materials Recovery Facility                           |
| MUTCD ..... | Manual on Uniform Traffic Control                     |
| MVR.....    | Mobile Video Recorder                                 |
| NPDES.....  | National Pollutant Discharge Elimination System       |
| NWARPC..... | Northwest Arkansas Regional Planning Commission       |
| PACE.....   | Property-Assesed Clean Energy                         |
| PC .....    | Personal Computer                                     |
| RFID.....   | Radio-Frequency Identification                        |
| RFP.....    | Request For Proposal                                  |
| ROW .....   | Right-of-Way                                          |



**LISTING OF ACRONYMS, (continued)**

|               |                                                     |
|---------------|-----------------------------------------------------|
| SAN.....      | Storage Area Network                                |
| STBGP-A ..... | Surface Transportation Grant Program - Attributable |
| STEM .....    | Science/Technology/Engineering/Math                 |
| SUV .....     | Sport Utility Vehicle                               |
| UPS.....      | Uninterruptible Power Source                        |
| VoIP.....     | Voice Over Internet Protocol                        |
| VR.....       | Video Recorder                                      |
| WAN .....     | Wireless Area Network                               |
| WWTP .....    | Wastewater Treatment Plant                          |

## PROJECT INDEX

|                                                        |     |
|--------------------------------------------------------|-----|
| 7-Hills Walker Family Residential Facility .....       | 30  |
| Accounting Office Equipment.....                       | 55  |
| Airport Equipment Replacement .....                    | 128 |
| Airport Lighting Improvements .....                    | 126 |
| Airport Pavement Painting .....                        | 125 |
| Animal Services Improvements .....                     | 25  |
| Audit Expense .....                                    | 54  |
| Backflow Prevention Assemblies.....                    | 111 |
| Building Efficiency Improvements .....                 | 31  |
| Building Improvements .....                            | 29  |
| Cart Washer .....                                      | 119 |
| Central Dispatch Center Improvements.....              | 82  |
| City Hall A-V Maintenance.....                         | 52  |
| City Hall Room 111 Audio-Visual Upgrade .....          | 49  |
| Citywide Radio System Replacement .....                | 75  |
| Community Park Improvements .....                      | 19  |
| Compost Site Improvements .....                        | 122 |
| Cost Share / ROW / Intersection / Street Calming ..... | 85  |
| Cyber Security.....                                    | 41  |
| Digital Signage Implementation .....                   | 51  |
| Document Management .....                              | 43  |
| Drainage Maintenance .....                             | 28  |
| Employee Gym Equipment.....                            | 74  |
| Fayetteville-AR.gov Technical Improvements .....       | 42  |
| Filter Cell Replacement - W.W.T.P. ....                | 98  |
| Fire Apparatus Replacements .....                      | 32  |
| Fire Facility Maintenance .....                        | 33  |
| Fire Impact Fee Improvements .....                     | 21  |
| Fire Mobile Radios.....                                | 36  |
| Fire Technology Equipment Replacement .....            | 34  |
| Firefighter Safety Equipment .....                     | 35  |
| Fleet - Backhoes / Loaders .....                       | 132 |

## PROJECT INDEX

|                                                 |     |
|-------------------------------------------------|-----|
| Fleet - Construction Equipment .....            | 131 |
| Fleet - Heavy Utility Vehicles .....            | 133 |
| Fleet - Light / Medium Utility Vehicles .....   | 135 |
| Fleet - Other Vehicles / Equipment .....        | 136 |
| Fleet - Police / Passenger Vehicles .....       | 129 |
| Fleet - RTC Vehicles / Equipment .....          | 130 |
| Fleet - Tractors / Mowers .....                 | 134 |
| Fleet Car Wash.....                             | 137 |
| Forestry & Habitat Improvements .....           | 62  |
| Geographic Information System (GIS).....        | 44  |
| GPS Survey Equipment .....                      | 56  |
| Hansen Version 8 Upgrade .....                  | 46  |
| In-House Pavement Improvements.....             | 88  |
| Lake Fayetteville Watershed Grant Match.....    | 59  |
| Lake Improvements .....                         | 61  |
| Lake Sequoyah Sediment Removal .....            | 97  |
| Library Materials Purchases .....               | 47  |
| Library Technology Equipment Replacements.....  | 48  |
| Lights of the Ozarks .....                      | 64  |
| Local Area Network (LAN) Upgrades .....         | 38  |
| Master Plan Expansion .....                     | 115 |
| Material Recovery Improvements.....             | 124 |
| Meadow Street Parking Deck Improvements .....   | 11  |
| Meter/Pay Station Upgrade & Replacements .....  | 16  |
| Other Drainage Improvements .....               | 26  |
| Park Paving Improvements.....                   | 58  |
| Parking Enforcement Upgrades.....               | 15  |
| Parking Infrastructure Improvements.....        | 13  |
| Parking Lot Improvements & Overlays.....        | 12  |
| Parking Lot Improvements (City Employee) .....  | 87  |
| Parking Technology Equipment Replacements ..... | 14  |
| Parks & Rec. Maintenance Work Order System..... | 60  |

## PROJECT INDEX

|                                                          |     |
|----------------------------------------------------------|-----|
| Parks & Recreation Safety & ADA.....                     | 63  |
| Parks & Recreation Software.....                         | 57  |
| Phosphorus Standards Management.....                     | 93  |
| Plant Pumps & Equipment - W.W.T.P. ....                  | 94  |
| Police Ballistic Protection .....                        | 66  |
| Police Building Improvements.....                        | 69  |
| Police Equipment Replacement .....                       | 79  |
| Police eTicket Equipment Replacement.....                | 84  |
| Police Impact Fee Improvements.....                      | 22  |
| Police Interagency Communications .....                  | 80  |
| Police K9 Replacement .....                              | 78  |
| Police Mobile Computer Terminal Replacement .....        | 76  |
| Police Mobile Video Recorder Replacement.....            | 77  |
| Police Network Core & Distribution Switches .....        | 83  |
| Police Radio Replacement .....                           | 81  |
| Police Specialized Equipment .....                       | 68  |
| Police Take Home Vehicles.....                           | 72  |
| Police Technology Improvements .....                     | 70  |
| Police Unmarked Vehicles .....                           | 71  |
| Police Virtual Server & Storage Area Network (SAN) ..... | 73  |
| Police Weapons Replacement.....                          | 67  |
| Recycling & Trash Collection Compactors.....             | 121 |
| Recycling & Trash Collection Containers.....             | 120 |
| Recycling & Trash Collection Rate Study.....             | 114 |
| Regional Park Fiber and Network.....                     | 45  |
| RTC - Route Optimization & RFID System .....             | 125 |
| Sanitary Sewer Rehabilitation .....                      | 116 |
| Scale House Improvements.....                            | 9   |
| Sidewalk Improvements (Street Fund).....                 | 89  |
| Sidewalk Improvements (Sales Tax Capital Fund).....      | 17  |
| Spring Street Parking Deck Improvements.....             | 17  |
| Storage Area Network (SAN) .....                         | 40  |

## PROJECT INDEX

|                                                                  |     |
|------------------------------------------------------------------|-----|
| Stormwater Quality Management .....                              | 27  |
| Technology Equipment Replacements - IT .....                     | 37  |
| Technology Equipment Replacements - RTC.....                     | 117 |
| Telecommunication Systems Upgrades .....                         | 39  |
| Television Center Equipment .....                                | 50  |
| Terminal Improvements.....                                       | 127 |
| Traffic Signal Improvements.....                                 | 90  |
| Trail Development .....                                          | 86  |
| Transfer Station Improvements .....                              | 113 |
| Transportation & Fleet Building Improvements (Street Fund) ..... | 10  |
| Transportation & Fleet Building Improvements (Shop Fund) .....   | 138 |
| Truck Electrical Outlets & Block Heaters.....                    | 118 |
| Upgrade & Replace Lift Stations - W.W.T.P.....                   | 96  |
| Urban Forestry Analysis Update.....                              | 65  |
| Utilities Financial Services Improvements.....                   | 106 |
| Utilities Technology Improvements .....                          | 107 |
| W.W.T.P. Building Improvements .....                             | 95  |
| Wastewater Impact Fee Improvements.....                          | 24  |
| Water & Sewer Building & Office Improvements .....               | 108 |
| Water & Sewer Equipment Expansions.....                          | 103 |
| Water & Sewer Impact Fee Cost Sharing Projects .....             | 104 |
| Water & Sewer Rate/Operations Study .....                        | 110 |
| Water & Sewer Relocations - Bond Projects .....                  | 101 |
| Water & Sewer Technology Equip. Replacements.....                | 112 |
| Water Impact Fee Improvements .....                              | 23  |
| Water Meters .....                                               | 109 |
| Water Storage & Pump Station Maintenance.....                    | 102 |
| Water System Rehabilitation & Replacement.....                   | 99  |
| West Water Transmission Line.....                                | 105 |
| Wireless Traffic Signal Control .....                            | 91  |
| Woolsey Homestead Historic Restoration Project.....              | 53  |



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0564

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Ordinance

**Agenda Number:** C. 1

### **RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

### **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 RMF-24, Residential Multi Family, 24 Units per Acre, MSC, Main Street Center, and I-1, Heavy Commercial & Light Industrial to I-1, Heavy Commercial & Light Industrial.

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

2017-0564

Legistar File ID

10/17/2017

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

Andrew Garner

9/29/2017

City Planning /  
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562): Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

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 OCTOBER 17, 2017

**TO:** Mayor, Fayetteville City Council

**THRU:** Andrew Garner, Planning Director

**FROM:** Jonathan Curth, Senior Planner

**DATE:** September 29, 2017

**SUBJECT: RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562):** Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

---

### RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to I-1, Heavy Commercial and Light Industrial, as shown in the attached Exhibits 'A' and 'B'.

### BACKGROUND:

The subject property is located on the east side of South Government Avenue, between Martin Luther King Boulevard to the north and National Street to the south. The property is currently split zoned three ways: MSC, Main Street/Center on the northern half, RMF-24, Residential Multi-family, 24 Units per Acre on the southern half, and a sliver of I-1, Heavy Commercial and Light Industrial, along the southeastern property line. Although the property has been developed since the 1920s, it was not annexed in to Fayetteville until 1946. Based on Washington County records and historical aerial imagery of the site since annexation, the property has been consistently used for industrial, warehousing, or transportation uses. This has continued despite the property being subject to an area-wide rezoning to a multi-family designation in the 1970s and a second rezoning to a form-based district during the Downtown Master Plan in 2006.

*Request:* The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre, MSC, Main Street/Center, and I-1, Heavy Commercial and Light Industrial, to I-1, Heavy Commercial and Light Industrial. The applicant has operated a trucking business on this site since 1978 and it is permitted to remain as a nonconforming use. In order to improve the property a rezoning is necessary to bring the existing use in to compliance with the zoning code.

*Land Use Compatibility:* Historically, South Government Avenue and properties near the current rezoning request have been industrial in use and appearance. Through the decades, the area has seen redevelopment and transition from an area of manufacturing, shipping, and warehousing



to include a more diverse mixture of uses. Today, land uses in proximity to the subject property include a church within a former hardwood sales building, several warehouses repurposed by the University of Arkansas for arts department facilities, a recently-constructed multi-family development, the Farmers' Co-op, and some lower-density residential housing.

These varying land uses make assessing compatibility with the rezoning request challenging, but staff feels that the limited land area of the property can act as its own constraint on the intensity of any development, thereby limiting adverse impacts. Given this, coupled with the many years of ongoing industrial activity at the subject property's location without documented issues, staff finds that continued use or development under the permitted uses of the I-1 zoning district will be generally compatible with the wide spectrum of existing industrial, commercial, and residential development. Furthermore, a recent amendment to the City's industrial zoning districts allows restaurant and retail activities as permitted uses.

*Land Use Plan Analysis:* As with determining land use compatibility, and given the subject property's dual Future Land Use Map designations of City Neighborhood Area and Complete Neighborhood Plan, assessing land use plan compatibility for the current rezoning request is difficult. While the City Neighborhood Area designation does not preclude development of heavy commercial or light industrial uses, it clearly advocates for a varying mix of nonresidential and residential uses, which the I-1 zoning district does not permit.

Despite this, not all properties within the City Neighborhood Area designation must accommodate a mix of uses, and in some instances, can promote employment opportunities adjacent to residential areas in a manner that reduces the number of vehicle trips while also taking advantage of a connecting transportation corridor. This is supported by the Downtown Master Plan when addressing the Mill District, which is loosely defined to include the properties near Martin Luther King Boulevard, between Government Avenue in the West and School Avenue in the East. The Downtown Master Plan calls for the encouragement of existing industrial uses to remain in the Mill District to provide a different type of jobs than those in the core. Given these findings, staff contends that the proposed rezoning meets the intent of City Plan 2030 and the Downtown Master Plan.

#### **DISCUSSION:**

On September 25, 2017, the Planning Commission forwarded the proposal to City Council with a recommendation for approval passed by a vote of 6-2-0. Commissioners Brown and Niederman voted 'no'.

#### **BUDGET/STAFF IMPACT:**

N/A

#### **Attachments:**

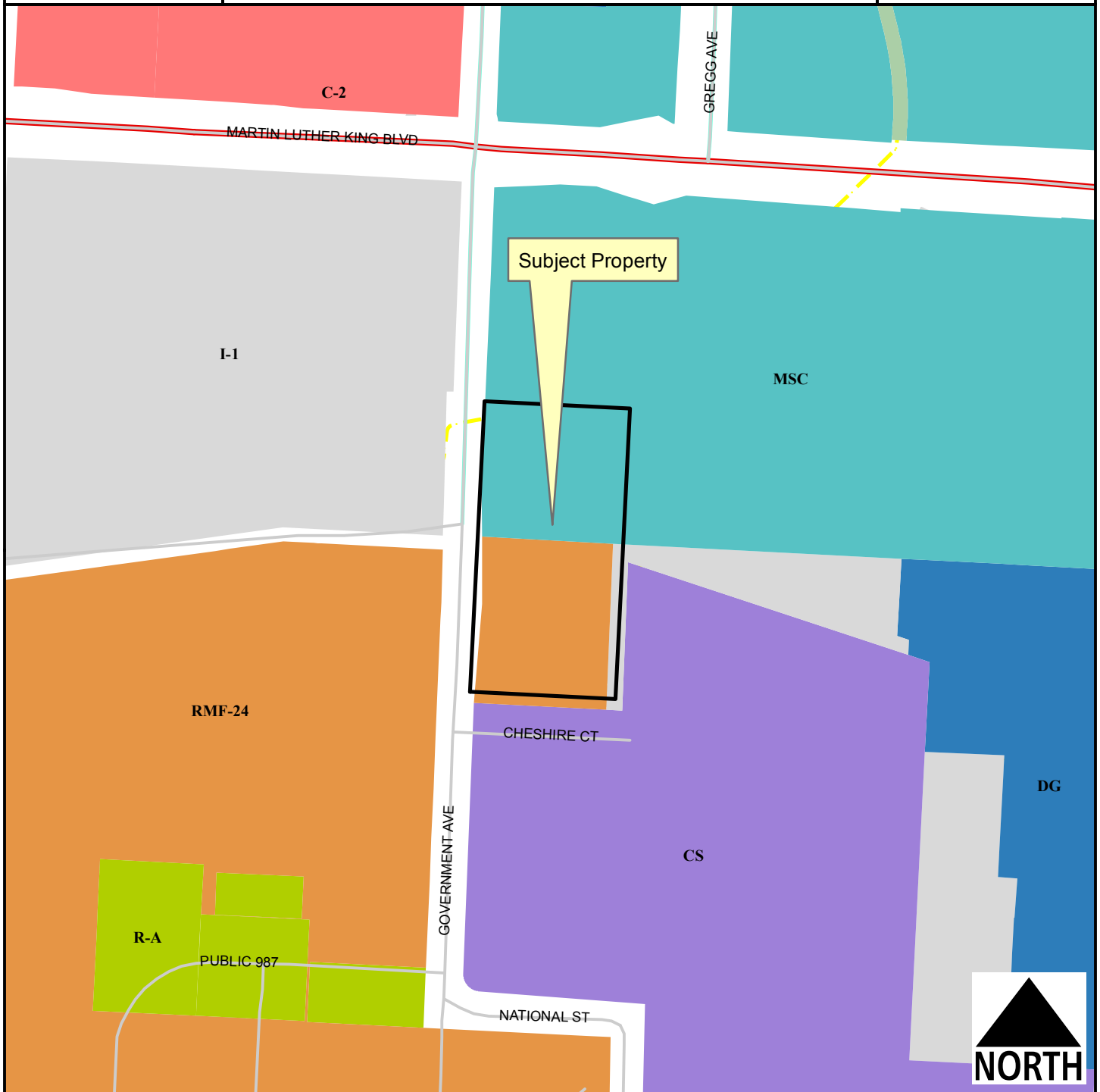
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN17-5925

# BARNES

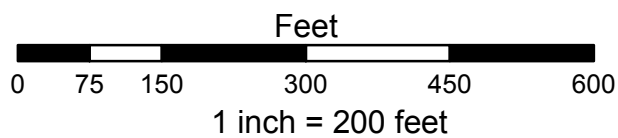
**17-5925  
EXHIBIT 'A'**

Close Up View



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- Residential-Agricultural
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- C-2
- Main Street Center
- Downtown General
- Community Services
- P-1

**17-5925**

**EXHIBIT 'B'**

Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NE 1/4) and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 21, in Township 16 North of Range 30 Thirty West of the Fifth Principal Meridian, and being more particularly described as follows, to-wit: Beginning at a

---

point on the East line of Government Avenue (Cemetery Street) at an iron stake, said point being 50 feet West and 574 feet South of the North West corner of Lot 14 in Block 23 of Ferguson's Addition to the City of Fayetteville, Arkansas, as per the recorded plat thereof, and running thence East 200 feet; thence North 400 feet; thence West 200 feet to a point on E. Government Ave.; thence South along East line of Government Ave. 400 feet to the point of beginning.

And a quit claim interest in and to all land lying immediately north of the above-described real property and south of the center line of the industrial lead (north tract) of the main tract of the St. Louis and San Francisco Railroad.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

5925

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

562

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: Bob Barnes

Name: \_\_\_\_\_

Address: PO Box 988  
FARMINGTON AR 72730

Address: \_\_\_\_\_

E-mail: rbarnestruking@gmail.com

E-mail: \_\_\_\_\_

Phone: (479) 521-3510

Phone: ( ) \_\_\_\_\_

( ) 263-6600

( ) \_\_\_\_\_

Fax: (479) 521-8588

Fax: ( ) \_\_\_\_\_

Site Address / Location: 820 S. GOVERNMENT AVE

Current Zoning District: RMF 24

Requested Zoning District: I-1

Assessor's Parcel Number(s) for subject property: 765- 14937-000

1.73 ac

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

BARNES FAMILY TRUST

**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): Bob Barnes Date: 8-16-17  
Signature: Bob Barnes

**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): Bob Barnes Address: PO Box 988  
Signature: Bob Barnes FARMINGTON, AR 72720  
Date: 8-16-17 Phone: (479) 524-3510

Name (printed): Steve Barnes Address: PO Box 751  
Signature: Steve Barnes FARMINGTON, AR 72720  
Date: 8-16-17 Phone: (479) 790-0587

### 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](http://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:** Jonathan Curth, Senior Planner

**MEETING DATE:** September 25, 2017 (**Updated with Planning Commission Results**)

**SUBJECT:** **RZN 17-5925: Rezone (820 S. GOVERNMENT AVE./BARNES, 562):**  
Submitted by BOB BARNES for property at 820 S. GOVERNMENT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 1.73 acres. The request is to rezone the property to I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL.

---

### RECOMMENDATION:

Staff recommends forwarding **RZN 17-5925** to the City Council with a recommendation for approval based upon the findings herein.

### BACKGROUND:

The subject property is located on the east side of South Government Avenue, between Martin Luther King Boulevard to the north and National Street to the south. The property is currently split zoned three ways: MSC, Main Street/Center on the northern half, RMF-24, Residential Multi-family, 24 Units per Acre on the southern half, and a sliver of I-1, Heavy Commercial and Light Industrial, along the southeastern property line. Although the property has been developed since the 1920s, it was not annexed in to Fayetteville until 1946. Based on Washington County records and historical aerial imagery of the site since annexation, the property has been consistently used for industrial, warehousing, or transportation uses. This has continued despite the property being subject to an area-wide rezoning to a multi-family designation in the 1970s and a second rezoning to a form-based district during the Downtown Master Plan in 2006. Surrounding land use and zoning is depicted on *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| Direction from Site | Land Use                                                                | Zoning                                                                                             |
|---------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| North               | Church                                                                  | MSC, Main Street/Center                                                                            |
| South               | Multi-family Residential                                                | CS, Commercial Services                                                                            |
| East                | Farmers' Cooperative;<br>Undeveloped (Riparian Corridor)<br>Parking Lot | MSC, Main Street/Center;<br>I-1, Heavy Commercial and Light Industrial;<br>CS, Community Services  |
| West                | University of Arkansas Property;<br>Single-family Residential           | I-1, Heavy Commercial and Light Industrial;<br>RMF-24, Residential Multi-family, 24 Units per Acre |

*Request:* The request is to rezone the property from RMF-24, Residential Multi-family, 24 Units per Acre, MSC, Main Street/Center, and I-1, Heavy Commercial and Light Industrial, to I-1, Heavy Commercial and Light Industrial. The applicant has operated a trucking business on this site since 1978 and it is permitted to remain as a nonconforming use. In order to improve the property a rezoning is necessary to bring the existing use in to compliance with the zoning code.

*Public Comment:* Staff has received no public comment.

## **INFRASTRUCTURE:**

**Streets:** The subject property has access to South Government Avenue, which has a dual classification of ST 45 along the frontage zoned MSC and Local Street along the frontage zoned RMF-24. Any street improvements required in these areas would be determined at the time of development proposal.

**Water:** Public water is available to this property. There is an existing 12-inch water main within the Government Avenue right-of-way.

**Sewer:** Sanitary Sewer is available to this property. There is an existing 8-inch sewer line within the Government Avenue right-of-way.

**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. The Tanglewood Branch stream runs north-south just offsite to the east of this property. No portions of these parcels lies within the Hillside-Hilltop Overlay District.

**Fire:** The Fire Department did not express any concerns with this request.

**Police:** The Police Department did not express any concerns with this request.

**CITY PLAN 2025 FUTURE LAND USE PLAN:** *City Plan 2030 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area** and **Complete Neighborhood Plan** in association with the Downtown Master Plan.*

**City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. The designation supports the widest spectrum of uses and encourages density of all housing types, from single-family to multi-family. Non-residential uses range in size, variety, and intensity from grocery stores and offices to churches and are typically located on corners and along connecting corridors. The Street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

## **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:** **In staff's opinion the rezoning of the subject properties is compatible with the surrounding land uses and adopted land use plans and policies.**

**Land Use Compatibility:** Historically, South Government Avenue and properties near the current rezoning request have been industrial in use and appearance. Through the decades, the area has seen redevelopment and transition from an area of manufacturing, shipping, and warehousing to include a more diverse mixture of uses. Today, land uses in proximity to the subject property include a church within a former hardwood sales building, several warehouses repurposed by the University of Arkansas for arts department facilities, a recently-constructed multi-family development, the Farmers' Co-op, and some lower-density residential housing.

These varying land uses make assessing compatibility with the rezoning request challenging, but staff feels that the limited land area of the property can act as its own constraint on the intensity of any development, thereby limiting adverse impacts. Given this, coupled with the many years of ongoing industrial activity at the subject property's location without documented issues, staff finds that continued use or development under the permitted uses of the I-1 zoning district will be generally compatible with the wide spectrum of existing industrial, commercial, and residential development. Furthermore, a recent amendment to the City's industrial zoning districts allows restaurant and retail activities as permitted uses.

**Land Use Plan Analysis:** As with determining land use compatibility, and given the subject property's dual Future Land Use Map designations of City Neighborhood Area and Complete Neighborhood Plan, assessing land use plan compatibility for the current rezoning request is difficult. While the City Neighborhood Area designation does not preclude development of heavy commercial or light industrial uses, it clearly advocates for a varying mix of nonresidential and residential uses, which the I-1 zoning district does not permit.

Despite this, not all properties within the City Neighborhood Area designation must accommodate a mix of uses, and in some instances, can promote employment opportunities adjacent to residential areas in a manner that reduces the number of vehicle trips while also taking advantage of a connecting transportation corridor. This is supported by the Downtown Master Plan when addressing the Mill District, which is loosely defined to include the properties near Martin Luther King Boulevard, between Government Avenue in the West and School Avenue in the East. The Downtown Master Plan calls for the encouragement of existing industrial uses to remain in the Mill District to provide a different type of jobs than those in the core. Given these findings, staff contends that the proposed rezoning meets the intent of City Plan 2030 and the Downtown Master Plan.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** The proposed rezoning is justified at this time, as it will allow development that is consistent with the land uses on the property and in the area that have been ongoing for decades. The subject property's current split-zoned condition is the result of two City-initiated rezonings: the first in the 1970s



to RMF-24 and the second in 2006 to MSC. Taken in combination, these two rezonings have rendered the existing activity on the property nonconforming, with no ability to expand the business or any existing structures.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** Rezoning the property to I-1 and R-A will not likely increase traffic danger or appreciably increase congestion at this location. While South Government Avenue is classified as a Local Street, Martin Luther King Boulevard/State Highway 180 is easily accessed to the north and is classified as a Principal Arterial. Proposed curb cuts, improvements to Government Avenue, and off-site improvements will be evaluated at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Rezoning the property to I-1 will not increase the potential for greater population density. The I-1, Heavy Commercial and Light Industrial zoning district does not allow standalone residential uses by right. Given the location of the property near the fully-improved Martin Luther King Boulevard, with access to public street, water, and sanitary sewer, the rezoning request should not undesirably increase the load on services. Neither the Police nor Fire Departments have expressed objections to the proposal.

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 17-5925** to City Council with a recommendation for approval based on the findings discussed throughout this report.

|                                        |                                   |                                                    |                                 |
|----------------------------------------|-----------------------------------|----------------------------------------------------|---------------------------------|
| <b>PLANNING COMMISSION ACTION:</b>     |                                   | <b>Required</b>                                    | <b><u>YES</u></b>               |
| <b>Date:</b> <u>September 25, 2017</u> | <input type="checkbox"/> Tabled   | <input checked="" type="checkbox"/> Forwarded      | <input type="checkbox"/> Denied |
| <b>Motion:</b> Quinlan                 | <b>Second:</b> Hoffman            | <b>Vote:</b> 6-2-0, Brown and Niederman voted 'no' |                                 |
| <b>CITY COUNCIL ACTION:</b>            |                                   | <b>Required</b>                                    | <b><u>YES</u></b>               |
| <b>Date:</b> Oct.17 (tentative)        | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied                    |                                 |

**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- Unified Development Code:
  - o §161.16, RMF-24, Residential Multi-family, 24 Units per Acre
  - o §161.27, MSC, Main Street/Center
  - o §161.30, I-1, Heavy Commercial and Light Industrial
- Request Letter
- Downtown Master Plan - Illustrative Map
- Downtown Master Plan – Previous Zoning Designations
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

**161.16 - District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre**

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two-family dwellings                    |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 26 | Multi-family dwellings                  |
| 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 5   | Government facilities                    |
| Unit 11  | Manufactured home park                   |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 25  | Professional offices                     |
| Unit 36  | Wireless communications facilities       |

(C) *Density.*

|                |            |
|----------------|------------|
| Units per acre | 24 or less |
|----------------|------------|

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

|                                     |          |
|-------------------------------------|----------|
| Manufactured home park              | 100 feet |
| Lot within a Manufactured home park | 50 feet  |
| Single-family                       | 35 feet  |
| Two-family                          | 35 feet  |
| Three or more                       | 70 feet  |
| Professional offices                | 100 feet |

(2) *Lot Area Minimum.*

|                               |                   |
|-------------------------------|-------------------|
| Manufactured home park        | 3 acres           |
| Lot within a mobile home park | 4,200 square feet |
| Townhouses: Individual lot    | 2,000 square feet |
| Single-family                 | 3,000 square feet |
| Two (2) family                | 4,000 square feet |
| Three (3) or more             | 7,000 square feet |
| Fraternity or Sorority        | 2 acres           |
| Professional offices          | 1 acres           |

(3) *Land Area Per Dwelling Unit.*

|                   |                   |
|-------------------|-------------------|
| Manufactured Home | 3,000 square feet |
|-------------------|-------------------|

(E) *Setback Requirements.*

| Front                                                                                                            | Side<br>Other<br>Uses | Side<br>Single &<br>Two (2)<br>Family | Rear<br>Other<br>Uses | Rear<br>Single<br>Family |
|------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------|-----------------------|--------------------------|
| A build-to zone that is located between the front property line and a line 25 feet from the front property line. | 8 feet                | 5 feet                                | 20 feet               | 5 feet                   |

(F) *Building Height Regulations.*

|                         |                |
|-------------------------|----------------|
| Building Height Maximum | 30/45/60 feet* |
|-------------------------|----------------|

\*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10—20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

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.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 8, 9, 1-17-17)

### 161.27 - Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 4  | Cultural and recreational facilities    |
| Unit 5  | Government facilities                   |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two-family dwellings                    |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 13 | Eating places                           |
| Unit 14 | Hotel, motel, and amusement facilities  |
| Unit 16 | Shopping goods                          |
| Unit 17 | Transportation trades and services      |
| Unit 19 | Commercial recreation, small sites      |
| Unit 24 | Home occupations                        |
| Unit 25 | Offices, studios, and related services  |
| Unit 26 | Multi-family dwellings                  |
| Unit 34 | Liquor stores                           |
| Unit 41 | Accessory dwellings                     |
| Unit 44 | Cluster Housing Development             |
| Unit 45 | Small scale production                  |

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

|         |                                                                  |
|---------|------------------------------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit                         |
| Unit 3  | Public protection and utility facilities                         |
| Unit 18 | Gasoline service stations and drive-in/drive through restaurants |
| Unit 28 | Center for collecting recyclable materials                       |
| Unit 29 | Dance halls                                                      |

|         |                                   |
|---------|-----------------------------------|
| Unit 35 | Outdoor music establishments      |
| Unit 36 | Wireless communication facilities |
| Unit 40 | Sidewalk Cafes                    |
| Unit 42 | Clean technologies                |

(C) *Density* . None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum*.

|                           |         |
|---------------------------|---------|
| Dwelling (all unit types) | 18 feet |
|---------------------------|---------|

(2) *Lot Area Minimum*. None.

(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                               | None                                                                                                             |
| Rear                               | 5 feet                                                                                                           |
| Rear, from center line of an alley | 12 feet                                                                                                          |

(F) *Minimum Buildable Street Frontage*. 75% of lot width.

(G) *Building Height Regulations*.

|                         |             |
|-------------------------|-------------|
| Building Height Maximum | 56/84 feet* |
|-------------------------|-------------|

\*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; 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)

### 161.30 - District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                                                            |
|---------|----------------------------------------------------------------------------|
| Unit 1  | City-wide uses by right                                                    |
| Unit 3  | Public protection and utility facilities                                   |
| Unit 4  | Cultural and recreational facilities                                       |
| Unit 5  | Government Facilities                                                      |
| Unit 6  | Agriculture                                                                |
| Unit 13 | Eating places                                                              |
| Unit 17 | Transportation trades and services                                         |
| Unit 18 | Gasoline service stations and drive-in/drive through restaurants           |
| Unit 21 | Warehousing and wholesale                                                  |
| Unit 22 | Manufacturing                                                              |
| Unit 25 | Offices, studios and related services                                      |
| Unit 27 | Wholesale bulk petroleum storage facilities with underground storage tanks |
| Unit 42 | Clean technologies                                                         |

(2) *Conditional Uses.*

|         |                                            |
|---------|--------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit   |
| Unit 19 | Commercial recreation, small sites         |
| Unit 20 | Commercial recreation, large sites         |
| Unit 28 | Center for collecting recyclable materials |
| Unit 36 | Wireless communications facilities         |
| Unit 38 | Mini-storage units                         |

|         |                              |
|---------|------------------------------|
| Unit 43 | Animal boarding and training |
|---------|------------------------------|

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

|                                            |         |
|--------------------------------------------|---------|
| Front, when adjoining A or R districts     | 50 feet |
| Front, when adjoining C, I, or P districts | 25 feet |
| Side, when adjoining A or R districts      | 50 feet |
| Side, when adjoining C, I, or P districts  | 10 feet |
| Rear                                       | 25 feet |

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 25 feet.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5472; 12-20-11; Ord. No. [5800](#), § 1(Exh. A), 10-6



## RD BARNES TRUCKING, LLC

PO Box 988  
Farmington, AR 72730  
479.521.3511  
479.521.8588 FAX  
rdbarnestrucking@gmail.com

RZN 17-5925

## Request Letter

August 16, 2017

Mr. Harry Davis  
Planner  
City of Fayetteville  
125 W. Mountain St.  
Fayetteville, AR 72701

Mr. Davis,

I want to thank you and Mr. Gardner for your advice on our property located on South Government Avenue in Fayetteville. I have enclosed the rezoning application and fees with this letter.

Please accept this letter as response to page 3, section 5 of the rezoning outline.

The subject property is owned by the Barnes Family Trust since 1977. No sale of the property is pending or planned. Rezoning is requested to allow the installation of a canopy, or covered carport, to obtain a shaded and dry outdoor working area. We may also consider erection a warehouse building similar to the one currently on the site, to allow a year round work area.

The proposed rezoning will not change our trucking operation. It will not increase the volume of traffic to and from the site. No signage is presently used and none is planned. We will be doing the same business, that we have done since 1977 on the site, but with a more friendly working environment. I feel the rezoning will help us continue our business until our retirement.

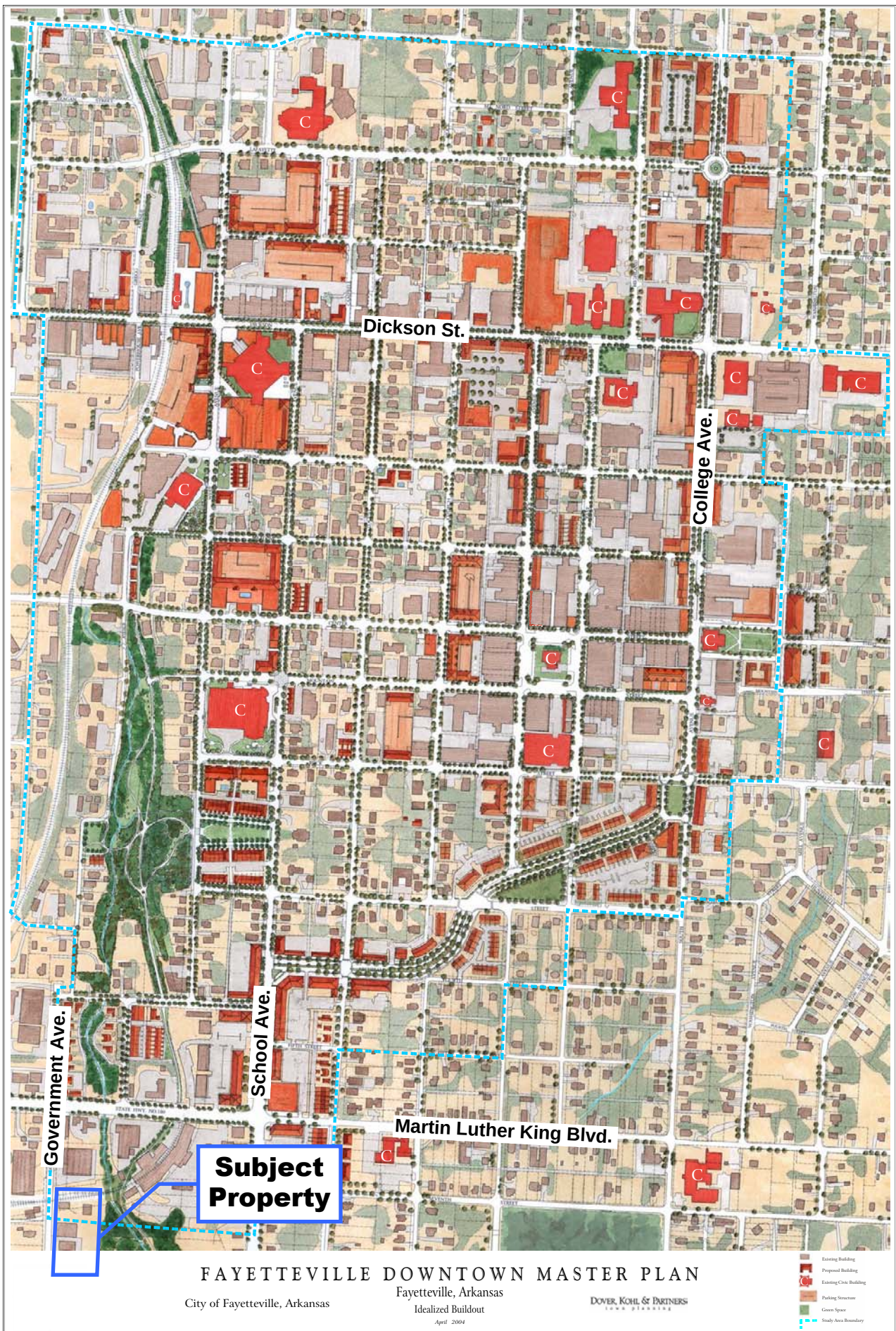
I hope this addresses the purpose of the rezoning and the effect on the site.

Thank You



Bob Barnes





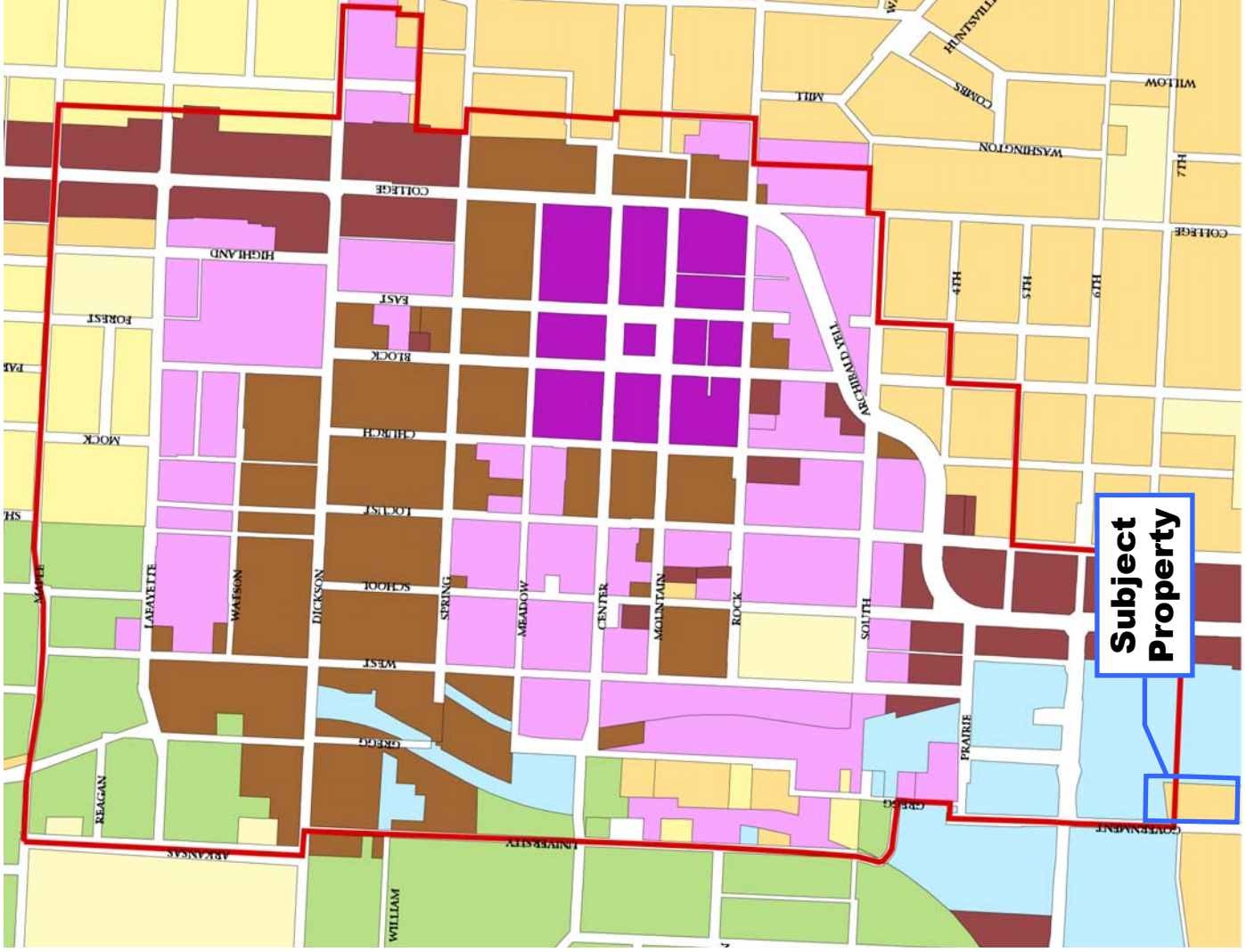


# Downtown Master Plan

## Previous Zoning Designations

### Zoning

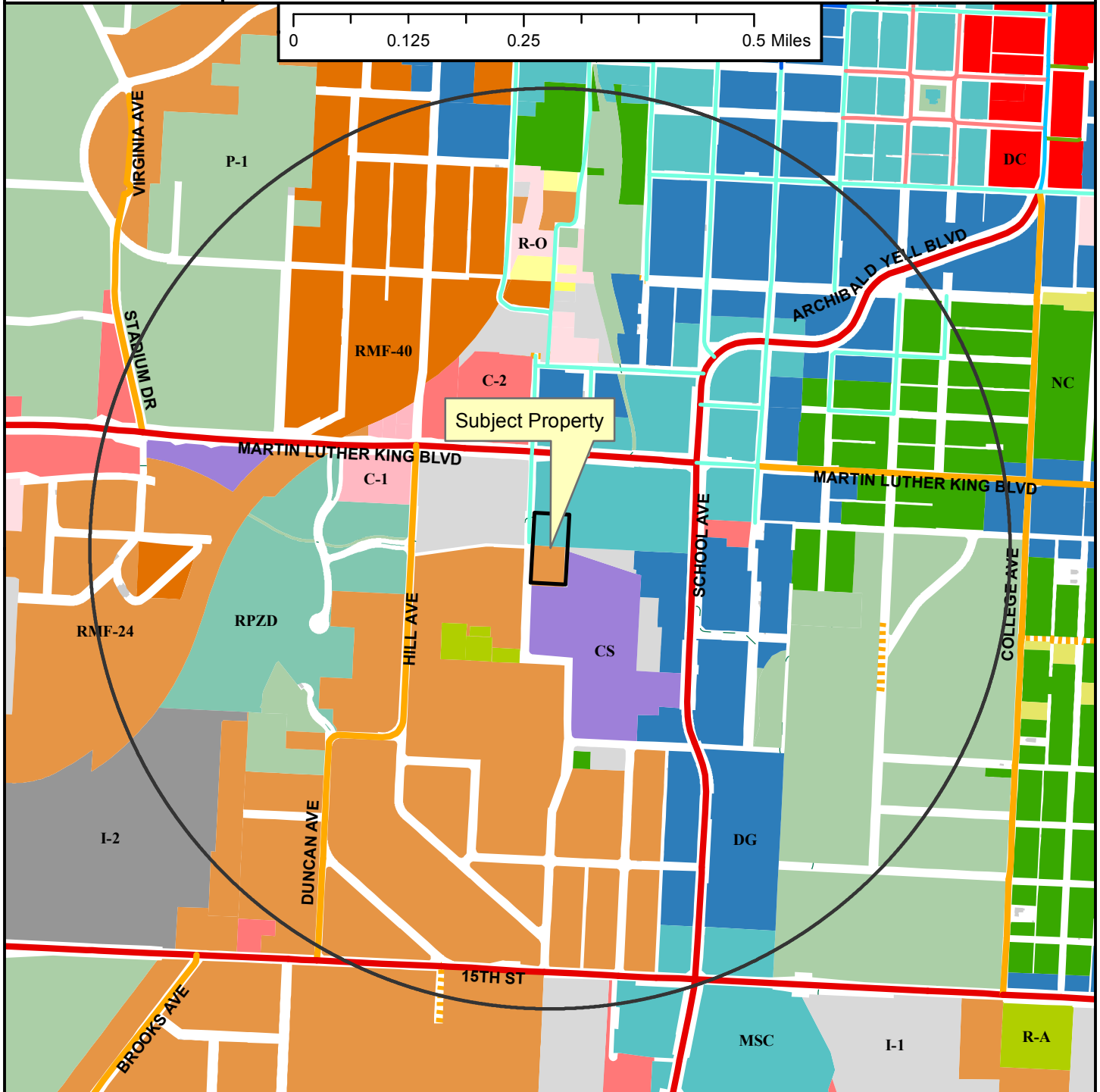
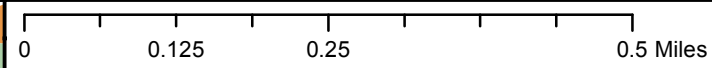
|                                                                                       |                                                     |
|---------------------------------------------------------------------------------------|-----------------------------------------------------|
|    | Downtown Master Plan Boundary                       |
|   | C-2 Thoroughfare Commercial                         |
|  | C-3 Central Business Commercial                     |
|  | C-4 Downtown                                        |
|  | I-1 Heavy Commercial and Light Industrial           |
|  | P-1 Institutional                                   |
|  | R-0 Residential - Office                            |
|  | RMF-24 Residential Multi-family (24 units per acre) |
|  | RMF-40 Residential Multi-family (40 units per acre) |
|  | RSF-4 Residential Single-family (4 units per acre)  |



RZN17-5925

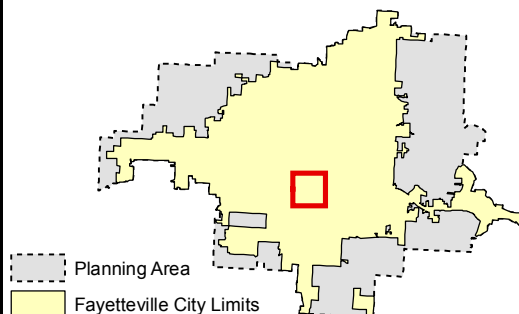
One Mile View

# BARNES



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

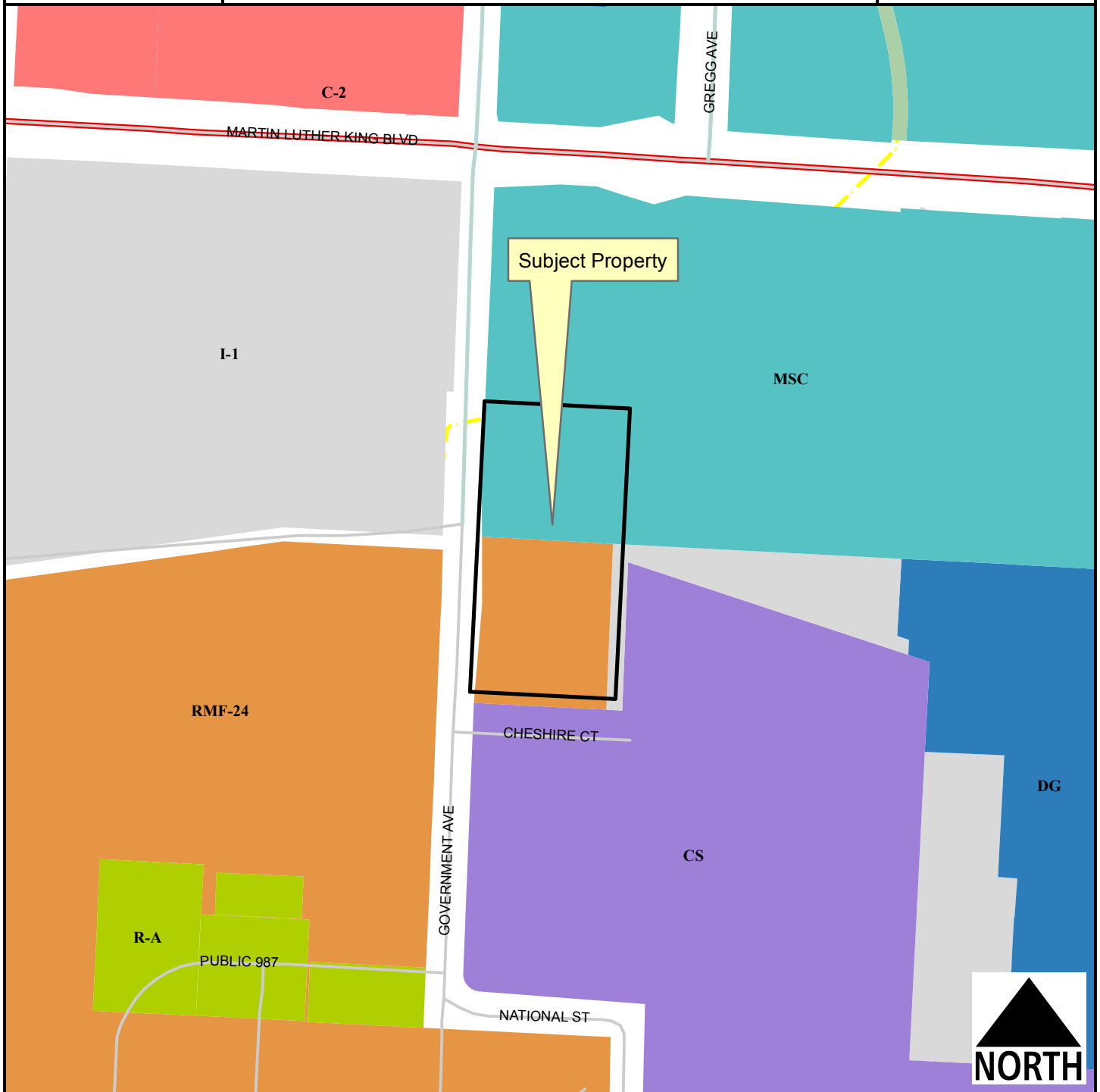


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- Residential-Agricultural
  - RSF-5
  - RSF-1
  - RSF-2
  - RSF-4
  - RSF-7
  - RSF-8
  - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RT-12 Residential Two and Three-family
  - RMF-6
  - RMF-12
  - RMF-18
  - RMF-24
  - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
  - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
  - C-1
  - C-2
  - C-3
- FORM BASED DISTRICTS**
- Downtown Core
  - Urban Thoroughfare
  - Main Street Center
  - Downtown General
  - Community Services
  - Neighborhood Services
  - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1

RZN17-5925

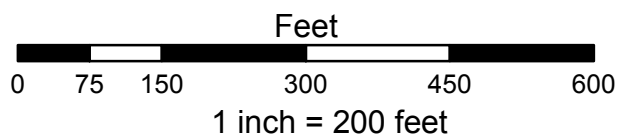
# BARNES

Close Up View



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- Residential-Agricultural
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- C-2
- Main Street Center
- Downtown General
- Community Services
- P-1



RZN 17-5925

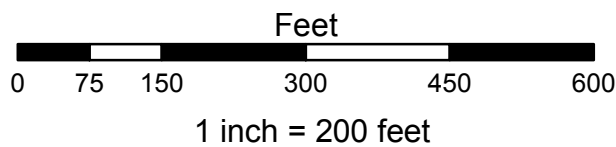
Current Land Use

# BARNES



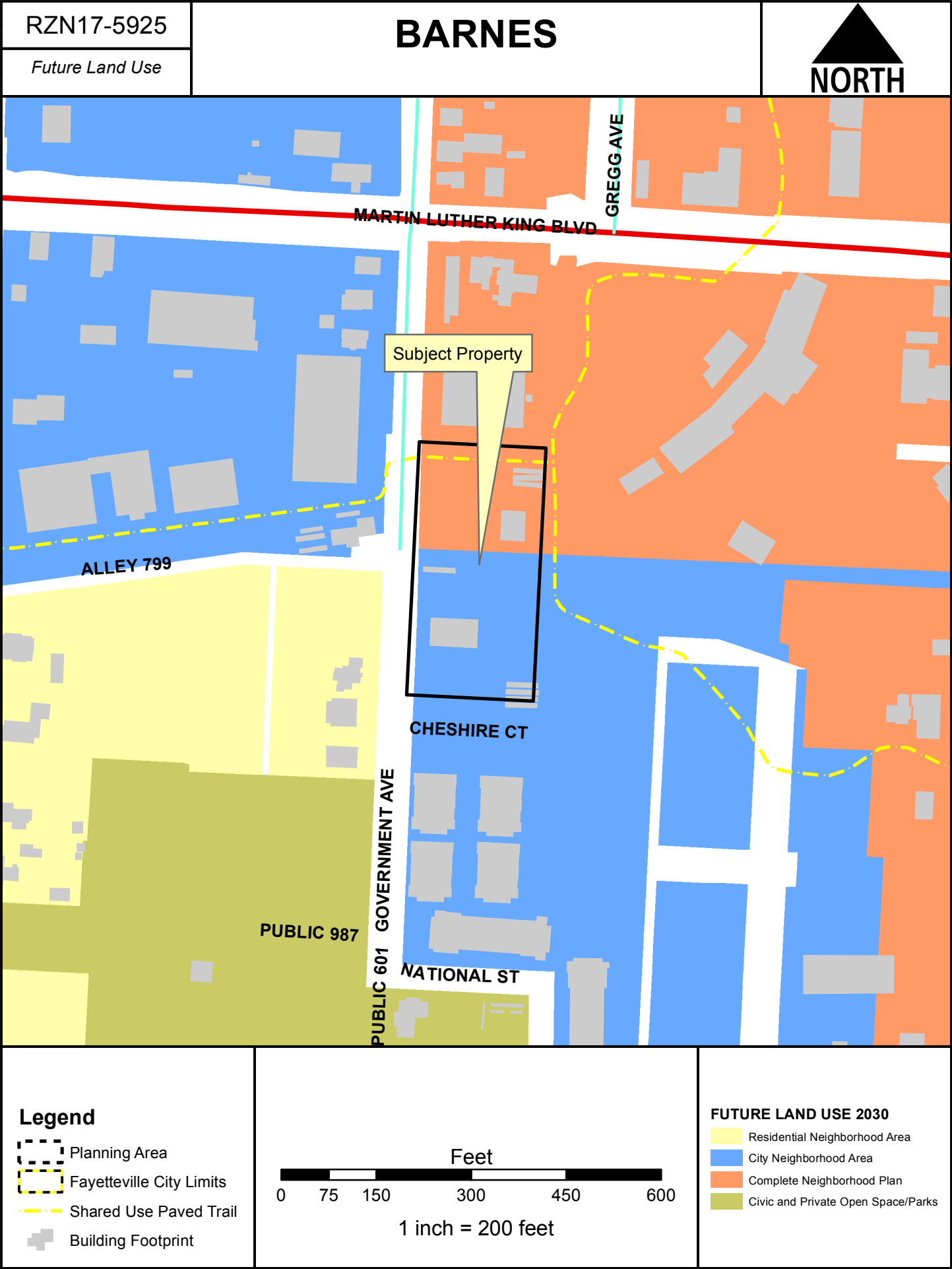
## Streets Existing MSP Class

-  PRINCIPAL ARTERIAL
-  Planning Area
-  Fayetteville City Limits



## 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: 2017-0556

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Ordinance

**Agenda Number:** C. 2

### **2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:**

AN ORDINANCE TO ENACT § 173.12 **SPECIFICATIONS FOR WATER AND SEWER LINES** IN CHAPTER 173 **BUILDING REGULATIONS** OF THE UNIFIED DEVELOPMENT CODE

**WHEREAS**, pursuant to Ark. Code Ann. § 14-55-207, the City may adopt by ordinance technical codes, regulations, or standards without including the full text of the regulations in the City Code; and

**WHEREAS**, the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition* has been developed to incorporate changes to the City's regulations recommended by City staff and the Arkansas Department of Health.

**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 enacts § 173.12 **Standard Specifications for Water and Sewer Lines** in Chapter 173 **Building Regulations** of the Unified Development Code as follows:

*"173.12 Standard Specifications for Water and Sewer Lines.*

The City Council adopts the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition*, as recommended by the Utilities Director and attached to the enacting ordinance. All technical procedures and design standards contained therein shall be enforceable as part of the Unified Development Code through enforcement procedures of Chapter 153 as well as § 150.12 *Penalty*."



City of Fayetteville Staff Review Form

2017-0556

Legistar File ID

10/17/2017

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

Tim Nyander

9/25/2017

Utilities Director /  
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO AMEND THE FAYETTEVILLE CITY CODE AND ADOPT THE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 EDITION

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 OCTOBER 17, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Water, Sewer & Solid Waste Committee

**FROM:** Tim Nyander, Utilities Director

**DATE:** September 28, 2017

**SUBJECT:** Approval of an Ordinance to amend the city code and adopt the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition*

---

**RECOMMENDATION:**

Fayetteville City Staff recommends an Ordinance amending the city code and adopting the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition*.

**BACKGROUND:**

The most recent version of the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines* was adopted in 2012. Several changes are recommended by City staff and the Arkansas Department of Health (ADH) since 2012, and a new 2017 version has been developed to include these changes.

**DISCUSSION:**

Revisions and addendums to the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2012 Edition* are proposed to increase flexibility in minimum water main sizing, increased acknowledgement of cost-share opportunities, reduce costs, and unless specified otherwise, all materials will be 100% USA Domestic.

Based upon meetings with City staff and input from the public, a list of proposed changes has been formulated. Due to the volume of changes proposed, the ADH has required that the 2012 edition be replaced with a new 2017 edition, in lieu of revising the 2012 edition. The ADH has further required that the 2017 edition be sealed by the Utilities Engineer. The ADH has reviewed the proposed 2017 edition and has stated that ADH will approve upon receipt of the final document.

The Water, Sewer & Solid Waste Committee reviewed a draft in July 2017. Such draft has been updated in July 2017, please see the attached spreadsheet of proposed changes. The revised document was discussed at the August 8, 2017 Water, Sewer & Solid Waste Committee Meeting. The committee voted 3-1 to forward the document to the full council with a recommendation for approval.

A publication was run in the classifieds section of the Northwest Arkansas Democrat Gazette on September 22, 2017. The publication states that on October 17, 2017, City Council will consider adopting the 2017 Standard Specifications. The electronic copy and hard copy of the Standard Specifications is available at the City Clerk's office for public view.

The proposed City of Fayetteville 2017 Specifications pdf, and a spreadsheet (pdf copy) of the proposed changes is posted at:

<http://www.fayetteville-ar.gov/3266/Standard-Specifications>

Ark. Code Ann. 14-55-207 allows the City to adopt by ordinance technical codes, regulations, or standards without including the full text of the regulations in the City Code. Staff requests that the City Council amend the City Code to adopt the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition* by reference as well as authorize a variance procedure that would allow the Utilities Director to grant a variance in the case of a hardship. As required by the statute, electronic and hard copies of the regulations will be on file in the City Clerk's office and on the City website for the public to view.

**BUDGET/STAFF IMPACT:**

None.

**Attachments:**

Northwest Arkansas Democrat Gazette – Affidavit of Publication  
Revision Summary  
Standard Specifications, 2017 Edition

# NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1507 FAYETTEVILLE, AR 72403 • (479) 443-1111 • FAX: (479) 443-1115 • WWW.NWADG.COM

## AFFIDAVIT OF PUBLICATION

I Karen Caler, 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

Notice of Proposed adoption –water, sewer lines

Was inserted in the Regular Edition on:

September 22, 2017

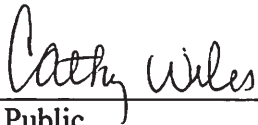
Publication Charges: \$ 39.00



Karen Caler

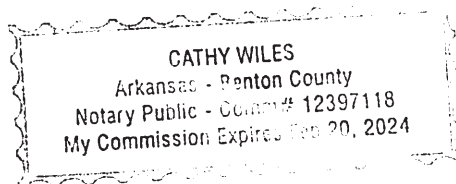
Subscribed and sworn to before me

This ~~25~~ day of Sept, 2017.



Notary Public

My Commission Expires: 2/20/2024



**\*\*NOTE\*\***

Please do not pay from Affidavit.  
Invoice will be sent.

### NOTICE OF PROPOSED ADOPTION OF STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES

#### AND SEWER LINES, 2017 EDITION

On October 17, 2017, the Fayetteville City Council will consider enacting an ordinance to adopt and require all new residential and commercial construction and renovations involving the installation of water lines and sewer lines to comply with the Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2017 Edition. Copies of the Standard Specifications in electronic and paper form are now available for public inspection and review in the Fayetteville City Clerk's Office.

74272820 Sept. 22, 2017

Summary of requested and proposed revisions to the: Standard Specifications for Design and Construction of Water Lines and Sewer Lines

The proposed change, or question includes requests received from City engineers, Utilities Director, Operation Manager and field supervisors, Arkansas Department of Health, land local engineer(s) and developer(s) generally listed in the order that the question or proposal was received.

| No. | Existing Specification Section | Requested or Proposed Change                                                                                                                                                                                  | Reason for the proposed change and/or comments                                                    | Action/Comment/Status                                                                                   | Revised Specification Section      |
|-----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------|
| 1   | 1100,1.03, E<br>1100,1.04.A    | Water main sizing: proposed: "or as determined by the Utilities Director."                                                                                                                                    | Flexibility in water main sizing                                                                  | Added flexibility based upon engineering calculations                                                   | 2001_1.03                          |
|     |                                | 4 inch minimum main, 6 or 8 inch minimum main for fire flow, 2 inch permitted special conditions for water service extension                                                                                  |                                                                                                   | or modeling                                                                                             | 4000_2.02                          |
| 2   | 1200, 1.06 A.1.b.              | Added "Access drives will be provided as required by the City ... and "minimum 10"                                                                                                                            | Add flexibility in design for access for maintenance                                              | OK                                                                                                      | 2002_1.06_A_1_b                    |
| 3   | 3100, 3.15 G.<br>4100, 3.05 H. | Added "When necessary to deflect pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected a maximum of one degree (1°), or 4 inches per 20 feet." | This is a maximum, some manufacturers have zero                                                   | Based upon discussions with the PVC Pipe Association                                                    | 2400_1.03_F                        |
|     |                                |                                                                                                                                                                                                               |                                                                                                   | Clarified both PVC and DIP                                                                              |                                    |
| 4   | 1100,1.03 and1.04              | Water main - two feeds and potential cost share                                                                                                                                                               | To match current procedure                                                                        | Added flexibility and language to reference controlling ordinance                                       | 2001_1.02                          |
| 5   | 4100, 3.08.B                   | Foundation support for valves                                                                                                                                                                                 | Concrete support                                                                                  |                                                                                                         | 4100_3.01_B                        |
| 6   | 3100, 3.07 P.i.                | Tracer wire location                                                                                                                                                                                          | Butterfly valves for 12 inch and larger mains                                                     | OK, crushed stone support for 8 inch valves                                                             |                                    |
|     |                                | Removed "6 inches above the" and added "on top of the pipe to a maximum of six (6) inches above"                                                                                                              |                                                                                                   |                                                                                                         | 2300_3.07_D                        |
| 7   | 4100, 3.05 I/J                 | Tracer wire location                                                                                                                                                                                          | Easier to construct                                                                               | Verified "OK" with PVC Pipe Association                                                                 |                                    |
|     |                                | Removed "6 inches above the" and added "on top of the pipe to a maximum of six (6) inches above"                                                                                                              |                                                                                                   |                                                                                                         | 2300_3.07_D                        |
| 8   | 4100, 3.09 P                   | Fire Hydrants color coded per NFPA and AWWA<br>Added "bonnets" to also be painted                                                                                                                             | Easier to see in the field,<br>NFPA 291                                                           | OK                                                                                                      | 4100_3.02_O                        |
| 9   | 1100,1.19.A<br>1100, 1.19 C.   | In-line valve spacing<br>Removed "in commercial areas, or more than one block or 800 feet in all other areas."                                                                                                | Field experience                                                                                  | No, leave as is to match Ten States Standards - ADH default                                             | 2001_1.16_C                        |
| 10  | 4100, 3.09 B.                  | Removed "A separate maintenance valve, in addition to the valve anchored to the main, shall be installed on all fire hydrant leads exceeding 30 feet."                                                        | Field experience                                                                                  | OK to remove requirement for 2nd valve                                                                  | Flexibility added at 4100_3.02     |
| 11  | 1100, 1.19 B.                  | Butterfly valves required 12 inch main<br>Changed "14-inch" to "12-inch"                                                                                                                                      | Field experience<br>To "throttle" water main                                                      | OK                                                                                                      | 2001_1.01_B; 1.16_B<br>4100_3.06_J |
| 12  | 1100, 1.25 E.                  | Water lines and bores/encasements<br>Proposed to add " or "PVC" pipe at fittings                                                                                                                              | Field experience                                                                                  | OK                                                                                                      | 2001_1.22_E                        |
| 13  | 1100, 1.02 B.                  | Proposed to allow PVC fire lines and hydrant leads                                                                                                                                                            | OK, AWWA and PVC Pipe Assoc,<br>Field experience                                                  | OK                                                                                                      | 2001_1.01_C and D                  |
| 14  | 1100, 1.23 B.                  | Proposed to remove: "Fire lines shall be constructed of ductile iron pipe..."                                                                                                                                 | Field Experience                                                                                  | Fire lines for sprinklers, not hydrant leads<br>No technical change                                     | 2001_1.20_B                        |
| 15  | 1200                           | Proposed new item. Clarify requirement to connect to Public Sewer                                                                                                                                             | ADH rules, Existing ordinance are sufficient                                                      | Rely upon Ordinance                                                                                     | 2002_1.01_B                        |
| 16  | 3100, 3.07 I.                  | Tracer wire at manholes<br>Remove cad weld to frame                                                                                                                                                           | Discuss - rework text and detail                                                                  | Leave cad weld per 2012 specifications, add option for tracer wire standard port/box                    | 2400_1.07_D                        |
| 17  | 4000, 2.27                     | Water line and valve markers<br>Added part B. Water markers - Rural areas                                                                                                                                     | Add spacing requirement                                                                           | OK                                                                                                      | 4000_2.28                          |
| 18  | 2300, 2.03                     | Pipe embedment materials (stone)<br>Deleted "Grit Embedment Material" Require "67 Stone"                                                                                                                      | The statement has been made that "Grit" is no longer used due to excessive fines in the materials | Remove "grit" as embedment - not the same "grit" in gradation as was previously available in the 1990's | 2300_2.02                          |
| 19  | 2300, 3.08                     | Pipe embedment materials (stone)<br>Removed "or grit embedment materials"                                                                                                                                     |                                                                                                   |                                                                                                         | 2300_2.02                          |
| 20  | 3600, 2.01F                    | Cast-in-place concrete mix<br>Changed 10% to 20% (Fly Ash)                                                                                                                                                    | To be consistent with other City standards                                                        | OK                                                                                                      | 3600_1.04_Table                    |
| 21  | 4000, 2.24                     | Proposed to add "or approved equal" on 2" meter setter                                                                                                                                                        | No per Utilities Meter Dept                                                                       | Revised per Meter request                                                                               | 4000_2.25                          |
| 22  | 1100, 1.15 A.                  | Water line markers<br>Added "and where requested by the City," after "In all rural settings"                                                                                                                  |                                                                                                   | OK                                                                                                      | 2001_1.13_A                        |
| 23  | 1100, 1.16 B.                  | Minimum depth water mains - pipe diameter for 4 feet vs 3 feet cover:<br>Changed "18-inches" to "12-inches"                                                                                                   |                                                                                                   | OK                                                                                                      | 2001_1.13_B                        |
|     |                                | Clarify that plan and profile are required for all sanitary sewer and also for                                                                                                                                |                                                                                                   |                                                                                                         |                                    |

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| 24 | 1100, 1.30 A.2.               | all water projects with water lines 8” or greater in diameter or as required by the City.                                                                                                                                                                                                                                           | To clarify profile requirements                                                                                                | OK                                                                     | 1000_1.06_H                                                                | c |
| 25 | 1200, 1.08 A.2                | Clarify that plan and profile are required for all sanitary sewer and also for all water projects with water lines 8” or greater in diameter or as required by the City.                                                                                                                                                            | To clarify profile requirements                                                                                                | OK                                                                     | 1000_1.06_H                                                                | c |
| 26 | 1100, 1.30 A.5.               | Drafting standards - plan sheets<br>Change the first 36 to a 34 or as requested (More pdf's less paper)                                                                                                                                                                                                                             | Add flexibility<br>Better match Full to Half size plans                                                                        | OK                                                                     | 1000_1.06_H                                                                | c |
| 27 | 1100, 1.31 D.1.               | PVC pipe material documentation<br>Add “e. DR or Thickness class” and “f. Pressure class”                                                                                                                                                                                                                                           | Recommendation by PVC Regional Engineer                                                                                        | OK                                                                     | 1000_1.13_D                                                                | c |
| 28 | 1100, 1.33 A.                 | Documentation of water used in construction and testing<br>Add “7. Statement of water quantity used during construction, testing, flushing and final acceptance, total gallons.”                                                                                                                                                    | Added "estimated"                                                                                                              | OK                                                                     | 1000_1.14_A_7                                                              | c |
| 29 | 1200, 1.02 A.3.               | Sewer design and Inflow and Infiltration<br>Add language, when requested by the City, the engineer will utilize current City masterplans and/or SSES studies                                                                                                                                                                        | I/I and Peak flows varies over the City.                                                                                       | OK                                                                     | 2002_1.02_A_3_c                                                            | c |
| 30 | 1200, 1.03 B.2.               | Minimum sewer slope 8 inch diameter<br>Change “0.50” to “0.40” on 8 inch diameter                                                                                                                                                                                                                                                   | Match area communities, ADH and the Ten States Standards                                                                       | OK                                                                     | 2002_1.03_B                                                                | c |
| 31 | 2300, 2.02 A.                 | Stone embedment for pipe<br>Remove the “A” from “1A” on the second line.                                                                                                                                                                                                                                                            | Recommendation by PVC Regional Engineer<br>"1" is consistent with PVC pipe standard                                            | OK                                                                     | 2300_2.02                                                                  | c |
| 32 | 2300, 2.03 A.                 | Stone embedment for pipe<br>Update per ADH comments                                                                                                                                                                                                                                                                                 | Updated Restate existing requirement per AWWA C605, aggregate size 3/4"                                                        | OK                                                                     | 2300_2.02                                                                  | c |
| 33 | 3000,1.04 A.                  | Materials<br>Add new requirements for “Domestic” USA when possible                                                                                                                                                                                                                                                                  | Requested by Director/Manger                                                                                                   | OK                                                                     | 0001_1.01_B<br>1000_1.05_A<br>7000_1.01_A<br>Individual technical sections | c |
| 34 | 3000,2.08                     | Ductile Iron fittings<br>Clarify ceramic epoxy coatings, Mechanical joint and full bodied fittings                                                                                                                                                                                                                                  | Clarify requirements                                                                                                           | OK                                                                     | 3000_2.06<br>3000_2.07                                                     | c |
| 35 | 2400_1.03<br>3000, 2.13 C.    | Retainer glands - pipe installation materials<br>Add “(USA only)” after Smith Blair, Inc.                                                                                                                                                                                                                                           | To be consistent among the named products                                                                                      | OK                                                                     | 3000_2.13_D                                                                | c |
| 36 | 4100, 3.05<br>3100, 3.15      | PVC pipes<br>Add new statement “Pipe barrel bending shall not be allowed”                                                                                                                                                                                                                                                           | "Bending" places tension on pipes<br>To clarify City of Fayetteville standards<br>Also as discussed with PVC Regional Engineer | OK                                                                     | 2400_1.03_H                                                                | c |
| 37 | 4000, 2.06<br>4000, 2.06      | Ductile Iron fittings<br>Clarify ceramic epoxy coatings, Mechanical joint and full bodied fittings                                                                                                                                                                                                                                  | Clarify requirements and as recommended by PVC Regional Engineer                                                               | OK                                                                     | 4000_2.07                                                                  | c |
| 38 | 4000, 2.09 C.                 | Retainer glands - pipe installation materials<br>Add “(USA only)” after Smith Blair, Inc.                                                                                                                                                                                                                                           | To be consistent among the named products                                                                                      | OK                                                                     | 4000_2.10_C                                                                | c |
| 39 | 4100, 3.05<br>4000, 2.10      | PVC pipe installation - over insertion stop<br>Requested removal of requirement - additional expense to contractor - not required                                                                                                                                                                                                   | Removed requirement                                                                                                            | OK                                                                     | 2400_1.03<br>4000_2.11                                                     | c |
| 40 | 4000,2,14 A.<br>4000, 2.15 A. | Butterfly valves for 12 inch and larger pipe<br>Change “12-inch” to “8-inch”                                                                                                                                                                                                                                                        | Field experience<br>To "throttle" water main                                                                                   | OK                                                                     | 4000_2.15_A<br>4000_2.16_A                                                 | c |
| 41 | 4100, 3.05<br>4100, 3.05      | PVC installation - gasket lubrication<br>Add new section F: “Contractor shall lubricate the gaskets and/or spigots with the manufacturer’s recommended NSF-61 approved lubricant.”                                                                                                                                                  | Recommendation by PVC Regional Engineer                                                                                        | OK                                                                     | 2400_1.04_C                                                                | c |
| 42 | 4100, 3.12 H.                 | New section. “H. The contractor will follow the manufacturer’s requirements and follow the current version of the “Tapping Guide for PVC Pressure Pipe”, UNI-PUB-8, by the Uni-Bell PVC Pipe Association. The contractor will use a shell cutter with a sufficient depth greater than the wall thickness of the pipe being tapped.” | Recommendation by PVC Regional Engineer                                                                                        | Add language - require the contractor to submit the coupon to the City | 4100_3.05_H                                                                | c |
| 43 | 4100, 3.13 J<br>4100, 3.13 J. | Require Butterfly valves after tapping valves for 12 inch and larger pipe.<br>Change “14-inch” to “12-inch”                                                                                                                                                                                                                         | Field experience                                                                                                               | OK                                                                     | 4000_2.16_A                                                                | c |
| 44 | 4100, 3.15 A.                 | Add to end of section: “All vertical bends shall be both fully restrained and fully thrust blocked.”                                                                                                                                                                                                                                | To clarify requirements                                                                                                        | OK                                                                     | 4100_3.07_A                                                                | c |
| 45 | 2300.2.01                     | 2300.2.01 and Details W2, W3; and S2, S3<br>Consideration of class 67 aggregate fill under pavement in lieu of class 7 ABC                                                                                                                                                                                                          | Consideration of aggregate types under pavement<br>Class 67 does not compact as class 7 ABC will compact                       | Not approved - proposed change of aggregate under pavement             | No change                                                                  | c |
| 46 |                               | Add new Qualified Products Lists                                                                                                                                                                                                                                                                                                    |                                                                                                                                | OK                                                                     | New Section 7000                                                           | c |
| 47 | 4100. 3.11 B.                 | Water line blow off - above or below grade?                                                                                                                                                                                                                                                                                         | Above grade per ADH<br>Yes, per CH2M                                                                                           | Verified by Engineering and ADH                                        | 4001_3.04_C<br>2002_1.06_B_3                                               | c |

Updated

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| 07/18/2017                                     | 48 | 1200.1.06                  | Are SCADA costs current/up to date?                                                                                                                                                                                                                      |                                                                                                         | Revised to state actual costs not to exceed \$7,500                                        | 3500_2.05                                 | c |
|                                                | 49 |                            | Add a Sanitary Sewer data form similar to the Water data form in Section 6200 "Forms"                                                                                                                                                                    | Added by Operations Manager (Mark Rogers)                                                               | OK                                                                                         | 6200                                      |   |
|                                                | 50 |                            | Clarify detail requirements for manhole barrel extension                                                                                                                                                                                                 | Under review                                                                                            | future detail by City Engineering                                                          |                                           |   |
|                                                | 51 |                            | Clarify or revise policy and procedures requiring stakes and grade for meter settings                                                                                                                                                                    | City engineering and W/S to continue discussions                                                        |                                                                                            |                                           |   |
|                                                | 52 | 1000, 1.01 ,G              | Does ADH or the City require or enforce "Full Time" inspection?                                                                                                                                                                                          | No                                                                                                      | Change to comprehensive to match local communities and ADH<br>Less time/\$ for developer's | 1000_1.01_G<br>1000_1.02_ G               | c |
|                                                | 53 | 1100.1.22                  | Fire Hydrant Spacing<br>Add Fire Chief may require to A (in addition to B)                                                                                                                                                                               | Better Match to the Fire Code,<br>Fire Chief determination                                              | OK                                                                                         | 2001_1.19_A                               | c |
|                                                | 54 | 1200.103.D                 | Much of our I&I comes from cleanouts on private property. Do we need to add language allowing us to repair cap or changing the type of caps?                                                                                                             | Under review                                                                                            | under review                                                                               |                                           |   |
|                                                | 55 | 2300.2.04                  | Added AHTD name convention to clarify "aka Flowable select material"                                                                                                                                                                                     |                                                                                                         | OK                                                                                         | 2300_2.03_C                               | c |
|                                                | 56 |                            | Clarify State ADH requirements<br>Added language concerning ADH and Ten states Standards                                                                                                                                                                 | Clarification                                                                                           | OK                                                                                         | 0001_1.02<br>1000_1.01_A,C<br>1000_1.02_K | c |
|                                                | 57 | 1100.1.23.D                | Fire protection lines and Post-Indicator valves<br>Post Indicator Valves and NFPA                                                                                                                                                                        | Flexibility on installation<br>Add language - Fire Chief and City Engineer<br>determination per NFPA 24 | OK                                                                                         | 2001_1.20_D                               | c |
| Updated<br>07/18/2017<br>Updated<br>07/18/2017 | 58 | 1100.1.05.B et al          | Eliminate poly (PE) service lines and replace with coated copper service lines                                                                                                                                                                           | Request from Director due to<br>multiple leaks on PE pipe                                               | OK                                                                                         | 2001.106                                  | c |
|                                                | 59 |                            | PE design responsibilities and certification                                                                                                                                                                                                             | Clarifications added                                                                                    | OK                                                                                         | 1000_1.01                                 | c |
|                                                | 60 |                            | List of previous standards                                                                                                                                                                                                                               |                                                                                                         | OK                                                                                         | 0001_1.03                                 | c |
|                                                | 61 |                            | Add flexibility in administration of the Specifications<br>Approvals by Utilities Director                                                                                                                                                               |                                                                                                         | Flexibility and restating of Administrative duties, please<br>read Section 1000 closely    | 1000_1.01, 1.02                           | c |
|                                                | 62 |                            | Note "In-fill" and City Council Guidance                                                                                                                                                                                                                 |                                                                                                         | OK                                                                                         | 2001_1.02<br>2002_1.01                    | c |
|                                                | 63 |                            | Waste water ceramic epoxy<br>Add Tnenmac's waste water 431 epoxy for pipe as an equal to Protecto 401                                                                                                                                                    |                                                                                                         | OK                                                                                         | 3000_2.18_F_1<br>c                        |   |
|                                                | 64 |                            | When a larger parallel water main is installed remove the smaller<br>parallel line (as in a new 12 inch line with an existing 4 inch)                                                                                                                    | Under review                                                                                            | Under review                                                                               |                                           |   |
|                                                | 65 |                            | Additional "safety sections" added for clarification<br>Trench Safety (was already in the specification), Confined Spaces, employees Right to know, Asbestos                                                                                             |                                                                                                         | OK                                                                                         | 2003_, 2004_<br>2005_<br>2006_            | c |
|                                                | 66 |                            | The original speciation's where approved by Resolution, the 2012 update only went<br>to W/S committee, the 2017 update should be by Resolution                                                                                                           | ongoing review                                                                                          | Request City Council Approval - Resolution                                                 |                                           |   |
|                                                | 67 |                            | Combine repetitive sections such as drafting requirements                                                                                                                                                                                                |                                                                                                         | OK                                                                                         | 1001                                      | c |
| Updated<br>07/18/2017                          | 68 |                            | Format more for flexibility and ease of development                                                                                                                                                                                                      |                                                                                                         | OK                                                                                         |                                           | c |
|                                                | 69 | 3100.3.18.A<br>1200.1.13   | Steel encasements for sewer under drainage                                                                                                                                                                                                               | Revise requirement per specific designs                                                                 | OK, also matches water pipe better.                                                        | 3100_3.08_A<br>2002_1.09                  | c |
|                                                | 70 |                            | Require the design Engineer to provide water study or sewer study when required by the City.<br>The size and complexity of the development will determine if a study is required<br>It is the intent that the Utilities provide most water model studies |                                                                                                         | OK                                                                                         | 2001_1.04_B<br>2002_1.02_B                |   |
|                                                | 71 | 4000.2.09.F<br>1100.1.02.B | Fire Hydrant Collar<br>Fire Hydrant lead material                                                                                                                                                                                                        | Revise to comply with AWWA M-17 recommendations                                                         | OK                                                                                         | 4001_3.02_L<br>2001_1.01_D                | c |
|                                                | 72 | 1100.1.19.D                | Flexibility in three valves for each tee                                                                                                                                                                                                                 | revise to specific design                                                                               | OK                                                                                         | 2001_1.16_D                               | c |
|                                                | 73 | 4000.2.23                  | revise 200 psi to 250 psi to match other materials and testing requirements                                                                                                                                                                              | revised                                                                                                 | OK                                                                                         | 4000_2.24                                 | c |
|                                                | 74 |                            | Certification Section 0001 , and General Requirements 1001- additional language for PE signature                                                                                                                                                         | new sections                                                                                            | OK                                                                                         | 1000_1.01_F<br>0001_2_C                   | c |
|                                                | 75 |                            | General Requirements Section 1000 - additional language added to emphasize ADH requirements                                                                                                                                                              | new section                                                                                             | OK                                                                                         | 1001_1.14_A_8<br>1001_1.01_B              | c |
|                                                | 76 | 3300.2.14                  | Removed (revised) the requirement for rain catchers/stoppers manhole inserts per directive                                                                                                                                                               | revised                                                                                                 | OK                                                                                         | 3000_2.14                                 | c |
|                                                | 77 |                            | Update QPL to match "no approved equals" concerning fire hydrants                                                                                                                                                                                        | new section                                                                                             | OK                                                                                         | 7000_12_2.20                              | c |
|                                                | 78 | 4100.3.09.B                | Clarify additional maintenance valve requirement at fire hydrant leads                                                                                                                                                                                   | revised                                                                                                 | OK                                                                                         | 4100_3.02-A                               | c |

|                                               |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   |                                                                                               |                                 |
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|                                               |     | Arkansas Department of Health Review Comments 80 - 84                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                   |                                                                                               |                                 |
| Updated<br>07/18/2017                         | 80  | ADH<br>The number of changes exceed a revision or amendment - therefore prepare a new 2017 edition<br>The City's Utility Engineer shall seal (PE seal) the 2017 Standard specifications                                                                                                                                                                                                                                                                         | New State requirement, Fayetteville may be the first to comply    | Results in addition language sections 0001 and 1000                                           | c                               |
|                                               | 81  | 2300.2.02<br>ADH<br>Restate and provide gradation of 67 stone used for embedment, comply with AWWA C605 and ADH policy - no aggregate greater than 3/4 inch - revise embedment materials                                                                                                                                                                                                                                                                        | revise specification to meet maximum 3/4 inch aggregate materials | Clarification of existing 2012 requirement<br>Requires a modification to aggregate gradation. | 4100_3.02_J<br>4100_3.03_B<br>c |
|                                               | 82  | 4000.3.11.B<br>ADH<br>Verify blow-offs comply with ADH requirements                                                                                                                                                                                                                                                                                                                                                                                             | additional language added                                         | OK                                                                                            | 4100_3.04_C<br>c                |
|                                               | 83  | 1100.1.19.A<br>ADH<br>Clarify pipe diameters relative to gate valves vs butterfly valves                                                                                                                                                                                                                                                                                                                                                                        | revised                                                           | OK                                                                                            | 4000_2.02<br>c                  |
|                                               | 84  | 1100.1.02.B<br>Clarify pipe diameters and corresponding materials for water mains                                                                                                                                                                                                                                                                                                                                                                               | revised                                                           | OK                                                                                            | 2001_1.01_B<br>c                |
| Comments 85-98<br>are added on<br>07/18/2017  | 85  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   |                                                                                               | 2300.104.C<br>c                 |
|                                               | 86  | 3100, 3.07 I.<br>Tracer wire for water and sewer services                                                                                                                                                                                                                                                                                                                                                                                                       | Requested by Arkansas One-call Damage Prevention                  | OK                                                                                            | 2400_1.07_D<br>c                |
|                                               | 87  | 3500<br>Revise 3500 to allow additional requirements for CIP projects, to clarify Flygt and Fairbanks Morse pups, add safety rails for access hatches, to state that the SCADA costs will not exceed \$7500 in lieu of lump sum \$7500, permit diesel and to specify Generac of approved equal per CH2M, made provisions for City installed air mixer, added Tnemac as a coating equal, to remove the requirement of 20 years pre-payment of maintenance costs. |                                                                   | OK                                                                                            | 3500<br>c                       |
|                                               | 88  | 3500<br>QPL - add lift station pumps, generator                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 3500<br>c                       |
|                                               | 89  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Revise/update Sections 1000, 2001, 3000, 35000, 4000, 7000        | OK                                                                                            | c                               |
| Comments 99-103<br>added in<br>September 2017 | 90  | 1200<br>Clarify multifamily sewer design flows and reinstate table form 2012 Specifications                                                                                                                                                                                                                                                                                                                                                                     |                                                                   | OK                                                                                            | 2002<br>c                       |
|                                               | 91  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Revise TOC and add Policies OP-01; OP-02                          |                                                                                               | TOC<br>c                        |
|                                               | 92  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 2004_1.01_F-H<br>c              |
|                                               | 93  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | c                               |
|                                               | 94  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | field experience                                                  | OK                                                                                            | 2400_1.09<br>c                  |
|                                               | 95  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ADH requirements and City Policy                                  | OK                                                                                            | 5300_3.03_B.2<br>c              |
|                                               | 96  | 2300_3.03<br>Removed Blasting as a right or standard specification and require project specific approval.                                                                                                                                                                                                                                                                                                                                                       |                                                                   | OK                                                                                            | 2300_3.04<br>c                  |
|                                               | 97  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 1000_1.09_F<br>c                |
|                                               | 98  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 2001_1.01_H<br>c                |
|                                               | 99  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 0001<br>1000<br>c               |
|                                               | 100 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 1000_1.01_L<br>c                |
|                                               | 101 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 2001_1.01_I<br>c                |
|                                               | 102 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 2001_1.24_B<br>c                |
|                                               | 103 | 3300<br>3300_1.03_A - remove requirement to construct per Detail as specifications are sealed and details are not sealed.                                                                                                                                                                                                                                                                                                                                       |                                                                   | OK                                                                                            | 3300_1.03_A<br>c                |
|                                               |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                   | OK                                                                                            | 3000_1.01_D<br>c                |



**STANDARD SPECIFICATIONS  
FOR DESIGN AND CONSTRUCTION  
OF WATER LINES AND SEWER LINES**



**2017 EDITION**

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**STANDARD SPECIFICATIONS  
FOR DESIGN AND CONSTRUCTION  
OF WATER LINES AND SEWER LINES**

**2017 EDITION**

**TABLE OF CONTENTS**

|      |                                                                    |      |
|------|--------------------------------------------------------------------|------|
|      | Title Pages                                                        |      |
|      | Table of Contents                                                  |      |
| 0001 | Certification and Statement                                        | 1-4  |
| 1000 | General Requirements                                               | 1-14 |
| 2001 | General Design Standards – Water                                   | 1-10 |
| 2002 | General Design Standards – Sewer                                   | 1-12 |
| 2003 | Trench Safety/Protective Systems                                   | 1-2  |
| 2004 | Confined Spaces                                                    | 1-2  |
| 2005 | Public Employees Right to Know Act                                 | 1-2  |
| 2006 | Asbestos Pipe                                                      | 1-2  |
| 2100 | Erosion and Sediment Control                                       | 1-4  |
| 2200 | Site Preparation                                                   | 1-4  |
| 2300 | Excavation, Backfilling, and Compacting                            | 1-8  |
| 2400 | General Installation Information and Procedure                     | 1-6  |
| 3000 | Sewer Pipe, Fittings, and Materials                                | 1-12 |
| 3100 | Installation of Sewer Pipe, Fittings, and Materials                | 1-8  |
| 3200 | Installation of Sewer Service Lines                                | 1-4  |
| 3300 | Manholes                                                           | 1-12 |
| 3400 | Bores and Steel Encasement Pipe                                    | 1-6  |
| 3500 | Sewer Pump Stations                                                | 1-14 |
| 3600 | Cast-In-Place Concrete                                             | 1-6  |
| 4000 | Water Pipe, Fittings, and Materials                                | 1-16 |
| 4100 | Installation of Water Pipe, Fittings, and Materials                | 1-12 |
| 4200 | Water Line Pressure Reduction Procedures                           | 1-4  |
| 5000 | Sewer Line Cleaning                                                | 1-4  |
| 5100 | Sewer Line Television Inspection                                   | 1-4  |
| 5200 | Inspection and Testing of Sewer Lines, Manholes, and Service Lines | 1-8  |

**STANDARD SPECIFICATIONS  
FOR DESIGN AND CONSTRUCTION  
OF WATER LINES AND SEWER LINES**

**2017 EDITION**

|            |                                                                             |      |
|------------|-----------------------------------------------------------------------------|------|
| 5300       | Inspection and Testing of Water Lines and Service Lines                     | 1-6  |
| 6000       | Pavement Repair                                                             | 1-2  |
| 6100       | Lawn and Grass Restoration                                                  | 1-8  |
| 6200       | Reporting Forms                                                             |      |
| 7000       | Qualified Products List                                                     | 1-8  |
| Appendix A | City of Fayetteville Policy OP-01, Sewer Service Line and Connection Policy | 1-10 |
| Appendix B | City of Fayetteville Policy OP-02, Water Service Line and Connection Policy | 1-6  |

**END OF TABLE OF CONTENTS**

## **SECTION 0001 CERTIFICATION AND STATEMENT**

### **1.01 INTENT**

- A. The intent of this publication is to simplify and expedite the process of water and sewer design and construction within the jurisdiction of the City of Fayetteville.
- B. As requested by the Utilities Director, additional provisions are added including:

Increased flexibility in minimum water line sizing,  
Increased acknowledgement of cost-share opportunities,  
Unless specified otherwise, all materials will be 100% USA Domestic.

### **1.02 REQUIREMENTS**

All rules, regulations and requirements of the Arkansas Department of Health (ADH) are the minimum standard of all plan requirements and construction and development practices to be approved by the City of Fayetteville. In such case as the Standard Specifications herein set forth exceeds the Arkansas Department of Health requirements, then this Standard Specification as approved by the City Council Fayetteville, Arkansas govern.

The Utilities Director and/or the City Engineer are responsible to the extent possible as a function of their supervisory position within the City to require compliance with the Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, latest edition, aka “Rules and Regulations Pertaining to Public Water Systems”.

All rules, regulations and requirements of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors shall be the minimum standard for professional surveying and for professional engineering.

Standard construction details prepared by the City of Fayetteville Engineering Division are available from the City Engineer. In the case of a conflict between the Standard construction details prepared by the City of Fayetteville Engineering Division and the text of these Standard Specifications, then the text of these Standard Specifications govern unless an exception or variance is otherwise granted.

Nothing within this Standard Specification is intended to, or can, replace any latest edition minimum requirement by City Ordinance or Arkansas State Rules, Law or Regulations or any Federal Law or Regulation.

The Engineer of Record is responsible for their design and compliance with City of Fayetteville Specifications, ADH minimum standards and State of Arkansas Rules, Regulations and Laws and any Federal Law, Rule or Regulation.

As a requirement of the Arkansas Department of Health (ADH) to the City of Fayetteville, these STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND

SEWER LINES, 2017 Edition are sealed by the City of Fayetteville Utilities Engineer (aka Utilities Technical & Design Team Leader). The sealing of the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition includes these additional requirements:

These Specifications do not replace the Engineer of Record's specifications and contract documents, however these specifications set forth the minimum requirements for design and construction of all water and sanitary sewer within the jurisdiction of the City of Fayetteville. These Specifications may be included by reference only in the Engineer of Record's documents.

These Specifications, including the certification and Professional Engineering seal by the City Utilities Engineer for these Specifications, shall not be copied, reproduced or physically included within any private or public project documents without the prior written consent of the City's Utilities Engineer that sealed these Specifications.

The City of Fayetteville, and the City of Fayetteville Utilities Engineer, accept no liability arising from any use or reuse of these specifications.

### **1.03 CITY STANDARDS**

The basis for the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition is as follows:

A. Previous editions of City of Fayetteville water and/or sewer standards.

The following previous editions of Water and Sanitary Sewer minimum standards were found in the files and utilized in the current edition.

1. City of Fayetteville 1994 Minimum Requirements for Water, Sewer, Streets, Drainage and Inspection by Donald Bunn, P.E., City Engineer.
2. City of Fayetteville Water and Sewer standards 1995 by Donald Bunn, P.E., City Engineer.
3. City of Fayetteville 1996 Standard Water Line Specifications 1996 Donald Bunn, P.E., City Engineer, as further approved by the City's Water and Sewer Committee and the City Council by Resolution 46-96 on April 2, 1996.
4. STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2012 Edition

As prepared by the Utilities Division and approved by the City of Fayetteville Water and Sewer Committee on December 12, 2012 and as approved by the Arkansas Department of Health on November 29, 2012.

- B. Other published City Standard Specifications utilized in our region, with specific acknowledgement to the City of Bentonville.
- C. Meetings and review with City of Fayetteville Engineering Division staff, the Utilities Director, the Utilities Operation Manager, and the Utilities Field Supervisors.
- D. Public review available at the City of Fayetteville website, at the City of Fayetteville Water and Sewer Committee meetings, and at the City of Fayetteville City Council meeting.
- E. Review and Approval by the Arkansas Department of Health.

## **2.01 ENGINEERING SEAL AND CERTIFICATION**

- A. The text for the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition has been reviewed and/or prepared at the request of Mr. Tim Nyander, the City of Fayetteville Utilities Director, and as a function of the City of Fayetteville Utilities Engineer (aka Utilities Technical & Design Team Leader) duties.
- B. I hereby certify that the text for the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition was prepared, reviewed, and/or revised, by me utilizing the previous City of Fayetteville editions and resources as noted above. Further I certify that I am a duly Licensed Profession Engineer under the laws of the State of Arkansas.
  - 1. Further my endorsement, seal and certification of the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition is valid only as a function as my employment by the City of Fayetteville, Arkansas and my seal is not valid for the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition upon my termination of employment for, or by, the City of Fayetteville, Arkansas.

Upon the termination of my employment for, or by, the City of Fayetteville, Arkansas, my seal shall be removed from this document and the City may request that another designated Professional Engineer ethically and legally amend and/or revise these Specifications and provide their individual Professional Engineering seal subject to that Engineer meeting the requirements of the Arkansas Board of Licensure for Professional Engineers and Professional Surveyors, Board Laws and Rules Handbook.

Name: Jim D. Beavers  
Arkansas P.E. no. 6646

Original sealed and dated.

**END OF SECTION 0001**



## **SECTION 1000      GENERAL REQUIREMENTS**

### **1.01    GENERAL**

- A.     The intent of this publication is to simplify and expedite the process of water and sewer design and construction with the jurisdiction of the City of Fayetteville.

All rules, regulations and requirements of the Arkansas Department of Health (ADH) are the minimum standard of all plan requirements and construction and development practices to be approved by the City of Fayetteville. In such case as the Standard Specifications herein set forth exceeds the Arkansas Department of Health requirements, then this Standard Specification as approved by the City Council Fayetteville, Arkansas govern.

Additionally, this Standard Specification includes the requirement that the minimum standards of design and construction specified herein, that directly affects health and safety, must further comply with the recommendations of both (1) the 10 States Standards (GLUMRB) and (2) the American Water Works Association (AWWA). Any conflict that directly affects health and safety between these Standard Specifications and the recommendations from the 10 States Standards, or the recommendations from AWWA, must be resolved to provide the greatest protection of health and safety.

Incorporation by reference: The Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, lasted edition, aka “Rules and Regulations Pertaining to Public Water Systems”; and the National Primary Drinking water Regulations found in 40 CFR Parts 141, 142 and 143 are incorporated by reference into this Standard Specification.

All rules, regulations and requirements of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors shall be the minimum standard for professional surveying and for professional engineering.

Special conditions may arise on projects that are not covered in these Specifications. Such special conditions must be submitted to the City Engineer or Utilities Division for review and approval.

Standard construction details prepared by the City of Fayetteville Engineering Division are available from the City Engineer. In the case of a conflict between the Standard construction details prepared by the City of Fayetteville Engineering Division and the text of these Standard Specifications, then the text of these Standard Specifications govern unless an exception or variance is granted.

- B.     This Standard Specification applies to all water and sewer design and construction within the jurisdiction of the City of Fayetteville and as follows:

This publication specifically applies, but is not limited to “Subdivision”, “Large Scale Development” and other development as defined by City ordinances.

This publication provides the minimum standards to be utilized by the Engineer of Record in producing project specific specifications for a Capital Project (a.k.a. Capital Improvement Program/Project or CIP). The Engineer of Record for a Capital Project shall not copy these Standard Specifications. The Engineer of Record for a Capital Project shall prepare and provide project specific technical specifications.

Maintenance performed by City forces “in-house” shall utilize these specifications under the direction of the Utilities Director.

The Utilities Director and/or the City Engineer are responsible to the extent possible as a function of their supervisory position within the City to require compliance with the Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, lasted edition, aka “Rules and Regulations Pertaining to Public Water Systems”.

Nothing within this Specifications is intended to, or can, replace any minimum requirement by City Ordinance or State Law.

- C. The Engineer of Record is responsible for their design and compliance with latest edition City of Fayetteville Ordinances and Specifications, ADH minimum Standards and State of Arkansas Rules, Regulations and Laws, or any Federal Law, Rule or Regulation.

These Specifications do not replace the Engineer of Record’s specifications and contract documents, however these specifications set forth the minimum requirements for design and construction of all water and sanitary sewer within the jurisdiction of the City of Fayetteville. These specifications may be included by reference only in the Engineer of Record’s documents.

- D. The Engineer of Record for public, private and City-forces “in-house” projects designed and constructed under the requirements of these Specifications, shall provide to the Utilities engineer and copy to the City Engineer a sealed (PE) letter report stating that the design and construction of the water and/or sewer improvements met the minimum requirements of these Specifications. This sealed letter report will also contain documentation of any special conditions or additions to these Specifications for the specific project.
- E. These specifications, including the certification and the Professional Engineering seal for these specifications, shall not be copied, reproduced or physically included within any private or public project documents without the prior written consent of the City’s Utilities Engineer that sealed these Specifications.

The City, and the Utilities Engineer (aka Utilities Technical & Design Team Leader), accept no liability arising from any use or reuse of these specifications.

- F. The endorsement, seal and certification of the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition is valid only as a function as the signatory resulting from employment by the City of Fayetteville, Arkansas. The seal is not valid if, and when, the signatory is no longer an employee of the City of Fayetteville, Arkansas. The seal is not valid if these Standard Specifications are amended by any person other than the original signature seal.
- G. Comprehensive construction observation services shall be provided by, or under the direction of, the Engineer of Record.
- H. The City Engineer's office is responsible for the issuance of construction permits for the installation of water and sewer facilities constructed in the City of Fayetteville as required by the City of Fayetteville Unified Development Code. The City's Utilities Engineer is responsible to assist the City Engineer's office as directed by the Utilities Director.

The City's Utilities Engineer is responsible for review and recommendations, or assisting the City Engineer with review and recommendations, of the City's Capital Improvement Projects requiring City Council approval.

All water and/or sewer capital project design, including water and/or sewer included in other capital projects such as roadway improvements, designed by consultant or by City engineers, will be reviewed and approved by the Utilities Director or the Utilities Engineer as appropriate.

- I. The City of Fayetteville is not responsible, nor bears any liability for the Contractor's means, methods, techniques, sequences procedures of construction or the safety precautions and programs incident thereto in performing or furnishing any of the work.
- J. Maintenance Bond: Once the City accepts the project for ownership, the Owner shall be responsible for the provision to the City of a two (2) year maintenance bond for 25 percent of the construction cost of water lines and sewer lines, which shall cover defects in materials and workmanship. A walk-through shall be performed at the end of the two year period and all deficiencies corrected prior to release of the bond. City maintenance shall begin after release of the Two (2) year Maintenance Bond.
- K. Change's or addendums to this sealed document shall require formal approvals and sealed addendums in compliance with professional standards of practice and Arkansas Professional Engineering rules and regulations.
- L. Administration, Appeals, Variances and Exceptions:

Administration, Appeals and Variances are defined in Chapters 152, 155 and 156 of the City of Fayetteville Unified Development Code and as follows:

When the Utilities Director and/or the City Engineer determines that application of the standards within this Standard Specification would cause undue hardship, or unnecessary practical problems for a specific project, then an exception or variance to this Standard Specification may be reviewed on a case by case basis and may be granted by the Utilities Director and/or City Engineer. An exception or variance that is granted may be conditioned by requiring other standards to safeguard the purposes of this Standard Specification.

No exception or variance can violate minimum Arkansas Health Department requirements, or the Arkansas Board of Licensure for Professional Engineers and Professional Surveyors Board Laws and Rules, City Ordinances or State or Federal Law.

Requests that are Professional Engineering shall be submitted by and reviewed by a licensed Professional Engineer.

Such exception or variance request will be approved or denied by written communication by the Utilities Director and/or City Engineer as appropriate to existing regulations.

If an exception or variance is granted then a copy of the exception or variance must be provided by the Engineer of Record to the Arkansas Department of Health.

- M. Questions and comments concerning these Specifications should be directed to the Utilities Director, 113 W. Mountain St., Fayetteville, Arkansas, 72701 (479) 575-8386.

## **1.02 DEFINITIONS**

- A. City – The City of Fayetteville. Throughout this document, the name City of Fayetteville applies for all entities in the City of Fayetteville water and/or sewer service and jurisdiction areas.
- B. City of Fayetteville Utilities Department –The Utilities Department is comprised of 4 major divisions with a common goal of providing vital city services to the citizens of Fayetteville:

- Utilities Management and Capital Projects
  - Wastewater Treatment
  - Water and Sewer Operations Division
  - Water & Sewer Service Set Up & Billing

- C. City of Fayetteville Engineering Division - The Engineering Division:

- Provides design and project management for city infrastructure projects.
  - Reviews development proposals for compliance with city criteria such as water, sewer, streets, drainage, grading and other technical requirements.
  - Manages the planning, design, and permitting of trails projects and oversees construction of trails by the Transportation Division or private contractors.
  - Assists in the acquisition and sale of city property, right of way, easements, etc.
  - Manages miscellaneous stormwater and water quality initiatives.
  - Is responsible for ensuring compliance with

The City's NPDES Stormwater Permit issued through the Arkansas Department of Environmental Quality.  
The City's floodplain regulations.

- D. Engineer, and/or Engineer of Record – A qualified Professional Engineer licensed in the State of Arkansas, for the Owner, City or Governmental agency.
- E. STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition – also referred to as “standards” or “minimum standards” or “specifications” or “Standard Specification(s)” within this document.
- F. Design – Includes, but is not limited to, all requirements of:
  - 1. Arkansas State Law Title 22 - Public Property Chapter 9 – Public Works Subchapter 1 – General Provisions 22-9-101 -Observation by registered professionals required.
  - 2. Arkansas Board of Licensure for Professional Engineers and Professional Surveyors, Board Laws and Rules Handbook.
  - 3. Arkansas Department of Health requirements, including but not limited to, “Rules and Regulations Pertaining to Public Water Systems” XXI. Submission of Plans and Specifications.
- G. Comprehensive construction observation services -
  - 1. Observation and inspection services must comply with Arkansas State Law Title 22 - Public Property Chapter 9 – Public Works Subchapter 1 – General Provisions 22-9-101 - Observation by registered professionals required.
  - 2. As required by the City of Fayetteville. Observation and inspection includes, but is not limited to, periodic visits to construction site to observe the progress and quality of the executed work to determine compliance with approved plans and specifications and the standards or requirements as set forth in the project approval or permit.

If deemed necessary by the City of Fayetteville, the Engineer of Record shall provide qualified full time Resident Inspection during part or all of the executed work for the project.
  - 3. As required by the Arkansas Department of Health.
  - 4. As further defined in this Standard Specification.
- H. Owner – Any Individual, partnership, firm, corporation or other entity who, as property owner, is initiating the work.
- I. Provide – Furnish and install, complete in place, operating, tested and approved.

- J. Products – The materials, systems, and equipment provided by the Contractor.
- K. 10 States Standards – The recommended standards and polices prepared by Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (GLUMB). Standards include: Recommended Standards for Waterworks and Recommended Standards for Wastewater Facilities, latest editions.

### **1.03 LAWS, REGULATIONS AND ORDINANCES**

- A. All Federal, State, County and Municipal Laws, Regulations, or Ordinances shall be complied with on all projects. Where the requirements of another jurisdictional authority having influence on work outside the purview of the City of Fayetteville are greater than that provided by these Specifications, the work shall conform to the greater requirement of that respective jurisdictional authority.

### **1.04 PERMITS AND LICENSES**

- A. City of Fayetteville construction permits for Development projects shall be obtained from the City Engineer's Office for the installation of all water and/or sewer facilities in accordance with the City Ordinances, City Engineering standards and these Specifications.
- B. All other permits required to accomplish the work shall be the responsibility of the owner or engineer. Such permits may include but are not limited to permits for work within Highway Department R/W, railroad crossing permits, "Notice of Intent" for Erosion Control (Arkansas Department of Environmental Quality). Work shall not be started without the appropriate permit(s) in place.

### **1.05 DOMESTIC USA MANUFACTURE**

- A. Domestic United States of America (USA) manufacture.
  - 1. In so much as possible, all material, pipe, fittings, castings, products, concrete, reinforcement and appurtenances must be 100% Domestic United States of America (USA). If a material or product is available as 100% Domestic USA, then that (USA) material or product shall be provided.
  - 2. If a material or product is not available as 100% Domestic USA then the products shall comply with the following:
    - a. Based upon the experience and history of the City of Fayetteville, certain named product exceptions to the Domestic USA requirement are included within these specifications. These named product exemptions are limited to the specific product(s) or manufacturers named or listed within these Specifications.

i. Where a specific named exception for manufacturer, product, or products are listed within the Specifications without the statement “or approved equal” then that (listed) product, or products, shall be the only product(s) furnished for the specified application.

3. “Approved equal” within the Standard Specifications including the Qualified Products List shall require written approval from the Utilities Director.

B. American Iron and Steel (AIS) requirements.

a. The American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 Public Law 113-76 and further requirements including, but not limited to P.L. 113-121, 114-113 and 608 of Title 33 of the United States Code and latest codes/laws as may be provided, are a separate and additional consideration to these Specifications based upon Clean Water and Safe Water SRF Federal and State funding sources.

#### **1.06 PLANS AND SPECIFICATIONS - SUBMITTAL AND APPROVAL**

- A. Detailed plans and specifications shall be required for all water and/or sewer extensions, facilities or modifications and shall be prepared by a qualified professional engineer registered to do business in the State of Arkansas. These detailed plans and specifications shall be submitted to the City for review and approval.
- B. The plans and specifications shall be first approved in writing by the City Engineer or Utilities Engineer as applicable for the project and then shall be forwarded to the Arkansas Department of Health by the Engineer of Record for their (ADH) approval. In no case shall any water or sewer construction be allowed before the City has written approval from the Arkansas Department of Health.
- C. The City of Fayetteville must approve all material prior to installation.
- D. The Owners of the project are responsible for acquiring and recording all easements and giving all notices necessary and incidental to the work.
- E. Private water lines constructed for fire prevention purposes which have no metering device or backflow prevention device at the point of tie-in to the City main shall be treated as a public line and be subject to these Standard Specifications as far as engineering, construction techniques, materials, testing, and inspections are concerned. After a final inspection and acceptance of the work, the line shall be owned and maintained by the owner of the property it serves.
- F. For projects which require formal erosion control plans by ordinance or standards, the construction may not begin without an approved erosion control plan on file with the City. Minimum erosion control measures are required for all projects. It is the responsibility of the owner and contractor to comply with the Arkansas Department of Environmental

Quality (ADEQ) requirements.

- G. A pre-construction conference involving the Engineer of Record, Contractor, and the City is required prior to beginning construction. One full set of construction drawings will be provided to the Water and Sewer Department prior to the pre-construction meeting.
- H. Provide legible, professional documents meeting the requirements of Ten States Standards and as follows to City Engineering and/or the Utilities for review and approval.

Design drawings will be 22-inch by 34-inch, or as approved by the City Engineer.

Plans should be drawn to a scale suitable for adequately showing the facilities proposed as stipulated herein. Plans and profiles are requested to be drawn to scale with the profile vertical scale at 1"=5' and the plan horizontal scale 1"=30' or larger.

All proposed water mains, sewer mains, water meters, water services, sewer services, valves, hydrants, sewer manholes, lift stations and other appurtenances are to be clearly represented on the plans.

Water lines 8 inches in diameter, and all other water lines when requested by the City, shall include plan and profile. All sewer lines shall include plan and profile.

- I. Engineering work, including plan and profile sheets, shall be sealed and dated by a Professional Engineer licensed in the State of Arkansas and in compliance with the requirements of the Arkansas Board of Licensure for Professional Engineers.

#### **1.07 EASEMENTS**

- A. The Owners of the project are responsible for acquiring and recording all easements and giving all notices necessary and incidental to the work.

#### **1.08 UTILITY COORDINATION**

- A. The plans shall show the location of existing overhead and underground utility lines, existing water and sewer lines and the proposed water and/or sewer improvements according to the best information presented and available.
- B. It is the responsibility of the Owner or his authorized representative to coordinate with and get approval from the various UTILITIES, including other Departments of the City. Further, it is the responsibility of the Owner to get authorization to encroach upon any other utilities' easement(s) and secure such recorded encroachment as a requirement for dedication of the water and/or sewer lines and system.
- C. It is the responsibility of the owner or his authorized representative to comply with the "Arkansas Underground Facilities Damage Prevention Act".



## **1.09 PUBLIC TRAVEL**

- A. When requested by the City, and project specific, the Engineer will provide a maintenance of traffic plan for City review and approval.
- B. The contractor will plan and execute the work to assure minimal interference with normal flow of traffic and pedestrians.
- C. The contractor will be reasonable for making provisions for the safe and free passage of persons and vehicles over or around the construction site, both during and after working hours. Such provisions will be satisfactory to the City, County or State authority having jurisdiction within the work area.
- D. The contractor will notify and obtain applicable approvals and permits from City, County or State authorities before closing or obstructing any public highway, street, road, trail or sidewalk.
- E. The contractor will provide and maintain necessary barricades, signs, lights, roadway trench covering, fencing, personal safety equipment and markers around or at the construction area to avoid any property damage or personal injury. The contractor will provide qualified flagmen to direct traffic while working upon or in a highway, street or road over which traffic must pass.
- F. Excavated area within traffic lanes of highways, streets, roads, trails and walks will be backfilled with compacted class 7 aggregate base course immediately following pipe installation and the area opened to traffic. Where indicated or when requested by the City an additional course of asphalt concrete hot or cold mix will be provided as the travel surface. Excavated areas shall be brought to the adjacent/contiguous paved surface elevations and constantly maintained by the contractor.

## **1.10 MATERIALS SUBMITTALS**

- A. Submittals for the City's review shall be in PDF format.
- B. The Engineer of Record will review and approve the materials submittal(s) prior to submitting to the City of Fayetteville. Legible scanned copies will be provided for review. The City of Fayetteville reserves the right to make corrections as necessary to ensure compliance with these specifications. The Engineer of Record will provide the subsequent City approved material submittal(s) to the contractor.
- C. Submit the manufacturer's certificate that the products/materials meets the Specification requirements including material testing requirements.
- D. Construction procedures other than those outlined in these specifications shall be submitted for review and approval by the City of Fayetteville.

- E. Allow up to of two (2) weeks for material submittal review.

#### **1.11 CONSTRUCTION LAYOUT**

- A. The layout and staking of the construction work shall be by trained and qualified survey personnel under the supervision of the Engineer. Construction layout shall consist of staking (physical monuments) necessary to determine alignment and elevations to properly construct the proposed facilities. The use of a pipe laser is required for gravity sewer construction.

#### **1.12 INSPECTION, OBSERVATION AND TESTING**

- A. Comprehensive construction observation services shall be provided by the Engineer of Record.
- B. Only authorized personnel from the City of Fayetteville Water & Sewer Department are permitted to operate valves on the existing water system. Under no circumstance shall the Contractor operate any valve on the existing water system.
- C. All field tests required for a project shall be witnessed by the City in the presence of the Engineer of Record or his authorized representative and the Contractor. Water Testing is further defined in Section 5300. The tests required for sewer lines, manholes and service lines are further specified in Section 5200. The tests for pump stations will be determined for each project based upon the final design and Section 3500.
- D. The City representative will be determined at, or prior to, the pre-construction meeting.
- E. The City requires a 24 hour working day notice on all tests. Calls to the City for the purpose of setting test times shall be made by no later than 10:00 AM for test on the following work day.
- F. Tests delayed by weather or other factors will be rescheduled on the same basis. If a test cannot be reasonably scheduled so that a representative of the City can be present, the Engineer of Record will witness the test and certify to the City the results.
- G. In no case shall a test be made without the presence of the Engineer of Record's representative and the Contractor. It is the responsibility of the Engineer of Record and/or the Contractor to coordinate the scheduling of tests with the City and with the other parties involved.
- H. All equipment, materials, and labor required for testing shall be furnished by the Contractor at his expense.
- I. Generally, no Contractor or Engineer of Record involvement is required in the taking of samples for the Bac-T test except that the Contractor is responsible for the proper flushing of the line prior to samples being taken by the City. However, the City may require the presence of the Contractor or Engineer of Record when questions have been raised as to

the methodology or techniques used in the sampling process.

- J. Bac-T samples are sent to the Arkansas Department of Health for testing. Results are available on-line at the ADH website. Results obtained by the City may be forwarded to the Engineer of Record either by email, fax, or mail upon request of the contractor.
- K. Lines failing the Bac-T tests shall be re-sampled as soon as practicable. If a line fails two (2) consecutive Bac-T tests, the line must be re-chlorinated before Bac-T samples can be taken again. The City shall not be responsible for rescheduling Bac-T tests.
- L. The fire hydrant test shall consist of checking the operation of the fire hydrant valve and flowing the fire hydrant. This test will be performed jointly by Contractor and City forces. This test will be done after the pressure test has been completed. The fire hydrant valve shall be left in the open position during the test and after the test is completed.

### **1.13 “AS-BUILT” or “RECORD DRAWINGS”**

Upon completion of the project, the Engineer shall provide to City Engineering for record purposes "as-built" or "record drawings". The minimum requirements include:

#### **A. DATUM REQUIREMENTS**

- 1. Horizontal Datum: NAD83 (1986) Arkansas State Plane, North Zone, US foot (Grid System).
- 2. Vertical Datum: NAVD88 (feet)

#### **B. TOLERANCES**

- 1. Horizontal: +/- 0.5 feet
- 2. Vertical: +/- 0.05 feet

- C. Water drawings submitted as record ("as-built") drawings shall indicate the location where the water line was installed and have the following items surveyed during/after construction and shown on the drawings:

- 1. Fire hydrant, location and top operating nut elevation
- 2. Water valves, location
- 3. Water fittings, location
- 4. Water service saddle, location
- 5. Water service saddles used for testing, location
- 6. Water meters, location
- 7. Tapping sleeves, location
- 8. Any other pipe penetrations, location
- 9. Steel encasements, location
- 10. Details shall be provided for all vertical offset water lines, profile drawing

- D. Manufacturing data shall be collected for pipe, valves, and hydrants as follows:

- 1. Pipe

- a. Manufacturer
    - b. Material: DI, PVC or other – specify.
    - c. Diameter
    - d. Production run code or lot code
    - e. DR or Thickness class
    - f. Pressure class
  - 2. Valves
    - a. Manufacturer
    - b. Model number
    - c. Year manufactured
    - d. Type (gate, butterfly, ball, etc.)
    - e. Diameter
  - 3. Hydrants
    - a. Manufacturer
    - b. Model number
    - c. Year manufactured
    - d. Depth of bury, including extensions
- E. Sanitary sewer drawings submitted as record ("as-built") drawings shall indicate the location where the sewer line was installed and have the following items surveyed during/after construction and shown on the drawings:
- 1. Manholes, location and rim elevation
  - 2. Pipe material, diameter, and invert elevations
  - 3. Sewer main percent slope (calculated and setting from pipe laser)
  - 4. Lateral connections. Lateral measurements shall be indicated by their distance from the downstream manhole in the form of stationing. Lateral stationing shall begin at 0+00 at each downstream manhole.
  - 5. Location of capped service lines
  - 6. Cleanouts (if installed during construction)
  - 7. Location of fittings, valves, and valve boxes on force mains
  - 8. Location of steel encasements
  - 9. TV video (DVD format) and logs shall be delivered to the City of Fayetteville. Video shall play in a standard DVD player without the need of viewing software.
- F. All sheets shall have the phrase "as-built" or "record drawing" boldly printed on them with the as constructed date, and shall be stamped and signed by a professional engineer registered in the State of Arkansas. Record drawings shall be submitted in hard copy, .dwg electronic format, and .pdf electronic format.

#### **1.14 FINAL ACCEPTANCE BY THE CITY**

- A. The City will be deemed to have accepted water and sewer lines and appurtenances for ownership upon completion of the following.
- 1. Acceptable physical site Final Inspection by the following:
    - a. A representative of the City Engineer's Office

- b. A representative of the Fayetteville Water and Sewer Department
- c. The Engineer of Record
- d. The Contractor

- 2. Acceptable walk-through by the Meter Foreman for location, grade, and condition of water meter settings
  - 3. Acceptable walk-through by the City representative for all other items of water or sewer construction.
  - 4. Construction Cost is received by the City and subsequently approved in writing.
  - 5. Record Drawings are received by the City
  - 6. Engineer of Record Certification is received by the City.
  - 7. Contractor furnished statement of estimated water quantity used during construction, testing, flushing and final acceptance, total gallons.
  - 8. The Engineer of Record shall provide to the Utilities engineer and copy to the City engineer a sealed (PE) letter report stating that the design and construction of the water and/or sewer improvements met the minimum requirements of these Specifications including certification that the project was constructed in accordance with the engineering plans and specifications as approved by the Arkansas Department of Health. This sealed letter report will also contain documentation of any special conditions or additions to these Specifications for the specific project.
  - 9. Letter of Final Acceptance is provided by the City to the Engineer.
- B. No water meter shall be set until all final acceptance requirements are met and the line is accepted by the City.
- C. No sewer shall be utilized until all final acceptance requirements are met and the line is accepted by the City.

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**END OF SECTION 1000**

## **SECTION 2001 DESIGN STANDARDS - WATER**

### **PART 1 – GENERAL**

#### **1.01 WATER LINE (MAIN) MATERIALS**

- A. Unless specified or detailed otherwise, materials for water line mains up to and including 12 inch diameter shall be PVC as further specified within these Standard Specifications. Ten (10) inch diameter pipe is not permitted for water mains.
- B. Materials for 12 inch water mains will be PVC , except that ductile iron pipe may be required on 12 inch diameter water mains on each side of certain fittings and appurtenances including, but not limited to, 12-inch Butterfly Valves (BFV). This (BFV and pipe) detail shall be provided by the Engineer of Record.
- C. Ductile iron pipe (DIP) shall be used for all private fire lines, for 12 inch water mains at certain fittings and vales, for all pipe greater than 12-inches in diameter and as further specified within these Standard Specifications.
- D. Unless requested otherwise by the City’s designated engineer, all fire hydrant leads shall be of the same pipe material as the attached water main as recommended in AWWA M17 latest edition.
- E. All buried iron pipe, valves, and fittings shall be double poly wrapped in accordance with these Standard Specifications.
- F. Polyethylene (PE) pressure pipe is not permitted as publically (City) maintained water main or water service lines.
- G. Pipe and fittings for nominal pipe diameters/sizes greater than 18-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.
- H. Any and all work for, on, or connecting to the City’s concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification. Work for, on or connecting to the City’s PCCP will be considered on specific case by case basis in accordance with Section 1000 General Requirements.
- I. Generators (backup power) for water pump stations will be designed and evaluated on a case by case basis and are not a Standard Specification.

#### **1.02 REQUIREMENTS TO EXTEND WATER SERVICE**

- A. Unless approved otherwise by City Council, new developments and/or water extensions to serve existing lots, are required to extend water service to that development at the owner's

expense in accordance with City Ordinance Chapter 51: Water and Sewers. Water lines shall be extended to each property to be served by City of Fayetteville water. Water service shall include providing adequate domestic water flows as well as fire protection with hydrants spaced in accordance with the local and state fire codes.

City Council approved cost share projects, including defined infill projects, may be further considered in accordance with City Council guidance or policy and paragraph 1.05.

- B. Water service lines shall extend perpendicular to the water main and extended to the property being served where an appropriately sized water meter will be installed.
- C. On subdivision or large scale development water systems, water lines shall be extended through all the development to the property line so that future development(s) can tie on without disrupting the service to or property of any existing customers or owners. Dead end lines shall be avoided whenever possible.
- D. All water lines with dead ends shall be installed with an upstream valve, one full joint of ductile iron pipe with a MJ restraining gland, concrete anchor collar, a MJ cap with restraint, and a blow off assembly. The seat of the MJ restraining gland on the ductile iron pipe shall face the valve.
- E. Subdivision developments greater than lot splits as defined in UDC Chapter 166: Development will:
  - a. Connect into the existing water system at a minimum of two locations.
  - b. Provide water line extensions off of the development property to loop with the existing water distribution system.

The extension and second connection to the water system is required to better maintain water quality and to maintain water service in the event of a water line break in the immediately vicinity. An inline valve shall be installed on the existing water line between the two points of connection if one is not currently installed.

Construction of off-site extensions will be at the expense of the developer, subject to “rough proportionality” as further noted in Chapter 155 of the City of Fayetteville Unified Development Code.

Other developments, including Large Scale Developments, may be required by Planning Commission or City Council to tie to the existing water system at a minimum of two locations and provide off-site water extensions to maintain water quality and maintain water service in the event of a water line break in the immediately vicinity.

- F. At other locations easements may be required to facilitate future extension of lines to adjacent properties.
- G. The requirements to extend water service and provide lines adequate for both domestic and



fire demands shall apply to all subdivisions regardless of whether they are inside the City Limits or not. Where subdivisions are outside the City Limits, the placement of fire hydrants shall be optional and in no case shall hydrants be installed outside the City unless a) a fire flow of at least 500 gallons per minute can be obtained at the hydrant, and b) the residents being served by the hydrant have a contract for fire protection with the City of Fayetteville and/or with a Washington County Rural Fire Department having a mutual aid agreement with the Fayetteville Fire Department.

### **1.03 MINIMUM SIZE OF WATER LINES**

- A. The minimum sized water line that may be installed in the water system as a “Water System Improvement” shall be eight (8) inch diameter as defined in Chapter 151 of the City of Fayetteville Unified Development Code. Unless documented and approved otherwise by the City, the minimum size water main installed by development shall be eight (8) inch diameter.

Minimum water line sizes less than eight (8) inch diameter will receive special consideration in situations such as existing areas of six (6) inch water lines. Such special consideration will be based upon engineering calculations for domestic and fire flow demands, existing infrastructure, water modeling, water age and water quality and as follows.

Four (4) inch diameter lines shall be the minimum water line size that may be approved for special conditions such as “short” cul-de-sacs as determined by the City or rural water extensions, provided such lines could not be reasonably extended in the future to provide service to adjacent property and where a larger line is not needed to provide either fire protection or adequate domestic flows.

Two (2) inch domestic water service extensions may be granted by the Utilities Director.

All water lines less than eight (8) inches in diameter require approval from the Utilities Director and subsequently the ADH.

- B. The minimum line size requirement for the provision of fire protection shall be based upon fire flow calculations including the flow for the private fire line/sprinklers in addition to the flow required at fire hydrants, water modeling calculations and as follows. The minimum line size requirement for the provision of fire protection shall a looped six (6) inch line or, in the event of a dead end line, an eight (8) inch. This minimum requirement shall apply regardless of the theoretical flow capacities existing in the system. Lines larger than six (6) inch looped and eight (8) inch dead end may be required if larger lines are needed to provide domestic and/or fire flow demands based upon engineering calculations and/or water modeling.
- C. The latest Water System Study has recommended a twelve (12) inch water line grid not to exceed a spacing of 1/2 of a mile in both the north-south and east-west direction. In the event that the maximum size water line for a development is less than twelve (12) inches, the City may participate in “cost sharing” for the installation of twelve (12) inch water lines as recommended by the latest Water System Study. The extent of the “cost share” will be for pre-approved and verified installation cost differences. Refer to Paragraph 1.05 – City Participation in Water Line Costs.

#### **1.04 WATER SYSTEM STUDY/MASTER PLAN**

A. The City's latest Water System Study (or Master Plan) and current water model will be the primary basis for decisions made in regard to required line sizes, water line locations, location of water pump stations, water tank sizes and location, and any other matter relating to the water distribution system.

1. The latest Water System Study is a published document on file at the City Engineer's Office and at the Utility.

2. The current water model is located at the City's Utility (Water/Sewer).

It is the intent of these Standards that the City Utility, subject to other City and Utility priorities, will provide the modeling of proposed water mains using the City's current software and model. However, there may be specific projects that due to the size or complexity, the Utility's current priorities, or the requirements of a Professional Engineering sealed report, that such projects will require water modeling by the Engineer of Record and review by the City.

B. The Utilities Director and City Engineer have the discretion to alter the published Water System Study (Master Plan) priorities and recommendations based upon current City requirements.

#### **1.05 CITY PARTICIPATION IN WATER LINE COSTS**

A. In cases where the City desires to have a larger sized water line in place than is required under Paragraph 1.02 of these Standard Specifications, or in cases where the City desires to extend a water line under Paragraphs 1.02 and 1.03 of these Standard Specifications, in accordance with City Ordinance Chapter 51: Water and Sewers, the City may enter into an agreement with the developer to provide for the construction of the larger sized line, or the extension of the designed water line. City participation in water line costs will be based upon current City Council guidance.

B. Upon City Council or Mayoral approval, the City will be responsible for the pre-approved and verified installation cost difference between the water line required for the development and the water line desired by the City.

C. The cost involved in up-sizing, or extending the water line shall be determined by the developer's engineer by the taking of bids, and shall be approved by the City Engineer or Utilities Director, and then approved by the City Council prior to construction.

#### **1.06 WATER SERVICE LINES**

A. Water service connections shall be made on 12-inch and smaller water lines.

- B. Service lines serving single meters sets and double meter sets shall be 1- inch coated copper pipe in accordance with these Standard Specifications.
- C. In areas where it is determined by the City Engineer that installation of irrigation systems is likely, service lines that cross roads and serve double meter sets shall be 2" services ending in a 2" x 1" x 1" x 1" splitter. The middle leg of the splitter shall feed the double meter set, with the other two legs containing a ball valve, and being intended to serve future irrigation meters. The meter box shall be no greater than two feet from the splitter.
- D. Service lines serving 1-1/2 and 2 inch meter sets shall be 2-inch coated copper pipe, or 2-inch restrained joint PVC (main) in accordance with these Standard Specifications.
- E. Water services lines installed across city streets shall be encased back of curb to back of curb, or state highway right-of-way to right-of-way. 1-inch lines shall be encased in minimum 1-1/2 inch HDPE SDR9 tubing. 2-inch lines shall be encased in minimum 3-inch HDPE SDR9 tubing. Larger diameter encasement tubing will be provided by the contractor as required.
- F. Service lines serving 3-inch and large meter sets shall be PVC in accordance with these Standard Specifications.

#### **1.07 WATER METER SIZE**

- A. Water meters serving flows up to 10 gpm continuous (15 gpm intermittent) shall be 5/8" water meter.
- B. Facilities that use flush valve style (tankless) toilets shall use a minimum 1" water meter.
- C. Water meters serving flows up to 25 gpm continuous (40 gpm intermittent) shall be 1" water meter.
- D. Water meters serving flows greater than 25 gpm continuous shall be approved by the City of Fayetteville Meter Department during the plan review process.
  - 1. For reference only, meter flow ranges may be as follows:
 

|                 |                                                  |
|-----------------|--------------------------------------------------|
| a. 1-1/2" meter | up to 65 gpm continuous (100 gpm intermittent)   |
| b. 2" meter     | up to 150 gpm continuous (200 gpm intermittent)  |
| c. 3" meter     | up to 350 gpm continuous (500 gpm intermittent)  |
| d. 4" meter     | up to 800 gpm continuous (1000 gpm intermittent) |

#### **1.08 BACKFLOW PREVENTION**

- A. The City of Fayetteville water distribution system shall be protected from the possibility of backflow by the use of a reduced-pressure principal backflow prevention assembly (RP), a double check valve assembly (DC), or an air gap in accordance with the City Ordinance 51.146 Backflow Prevention and the Arkansas State Plumbing Code (ASPC), latest edition.
- B. The City of Fayetteville Utilities shall review and sign off on all proposed backflow prevention

installations.

#### **1.09 EASEMENTS**

- A. For water lines that are up to 10 feet deep, easements shall be at least 20 feet in width with the water line in the center of the easement. For water lines that are greater than 10 feet deep, easements shall be 1 foot per foot of depth to the bottom of the pipe on each side of the water line. The easement may be designated specifically for water line purposes or it may be a general utility easement.
- B. Lines sized 12-inches through 18-inches shall not be placed in easements of less than 25 feet. Lines larger than 18-inches shall be placed in an easement of no less than 30 feet. Wider easements may be required, depending on the specific circumstances involved.
- C. New developments that contain existing water lines must modify the existing easements as necessary to meet the above requirements for widths in relation to pipe location and size, including increasing the size of the easement if proposed fill will cause the depth of bury to exceed ten feet.
- D. Easements of a lesser width will be considered when adjacent to another easement or under other special circumstances.

#### **1.10 LOCATION OF WATER LINES**

- A. Water lines shall be placed on public streets either in the right of way or in an easement adjacent to the street right of way except that lines can go between lots when there is no other reasonable way to access a line or provide for future service. In no case shall lines intended for individual services be placed in the rear of lots or along back property lines.
- B. Water lines shall be located a minimum of 36-inches from any other parallel utilities or structures.

#### **1.11 LOCATION OF WATER METERS**

- A. Water meters shall be located in non-paved areas and readily accessible to the Meter Department without going through fences or gates.
- B. Water meters shall be free of obstructions for a minimum of a 3-foot radius from the center of the water meter box.
- C. Water meters shall be located on the Owner's side of the property line (edge of easement or right-of-way).
- D. Double meter sets shall be located on the common property line between the two properties being served.

#### **1.12 VALVE MARKERS**

- A. In all rural settings and where requested by the City, except those in cleaned yards, when valve boxes, bends, air release valves, blow-offs, meter boxes and other similar hardware are installed in an easement location, water system marker signs shall be installed so that the items may be more easily found.

#### **1.13 WATER LINE DEPTH**

- A. Minimum depth to the top of pipe for all water main lines less than 12- inches diameter shall be 3.0 feet.
- B. Minimum depth to the top of pipe for water lines 12 - inch diameter and greater shall be 4.0 feet.
- C. Maximum water line cover shall be 5.0 feet under normal conditions. Cover greater than 5.0 feet shall be allowed for short distances where required by field conditions and approved by the City.
- D. Minimum depth of all water service lines from the main to the water meter shall be 30-inches.

#### **1.14 WATER PRESSURE**

- A. The water distribution system shall be designed to maintain a minimum working water pressure of 45 psi at the water meter.
- B. Design of new construction that results in less than 45 psi working pressure at the water meter shall be approved by the Utilities Director on a case by case basis.
- C. Under no circumstances shall the working pressure of the water distribution system be below 20 psi.

#### **1.15 VELOCITIES**

- A. Velocities in the water distribution system shall be designed such that velocities will be no greater than five (5) feet per second during normal operation conditions.
- B. Velocities in the water distribution system during fire flow conditions shall be designed not to exceed ten (10) feet per second.

#### **1.16 VALVES**

- A. Valves for 4-inch through 8-inch water distribution shall be resilient seat gate valves. Ten (10) inch diameter pipe is not permitted for water mains.
- B. Valves 12-inch and larger shall be butterfly valves.
- C. Valve spacing in the water distribution system shall not exceed 500 feet in commercial districts and not more than one block or 800 feet intervals in other districts.

- D. Valves at “tees” shall be provided to isolate water mains for maintenance or repairs and to limit outages. Valves may be required on multiple legs of tees as designed by the Engineer of Record and approved by the designated City engineer.
- E. Valves shall also be located on each side of stream crossing as determined by the designated City engineer.

#### **1.17 90 DEGREE BENDS**

- A. Ninety degree (90°) bends shall only be used on a by-exception basis, and must each be specifically approved by the City. Forty-five degree (45°) bends separated by a twenty-four (24) inch swivel adapter shall be used in locations where 90° bends would otherwise be considered.

#### **1.18 FIRE FLOW DESIGN**

- A. Fire flow design for single family dwellings and duplexes shall be 1,500 gpm for a duration of two (2) hours or as determined and documented by the City’s Fire Chief.
- B. Fire flow design for apartment complexes, commercial structures, and industrial structures shall be as required by the International Fire Code latest edition, or as determined and documented by the City’s Fire Chief.

#### **1.19 FIRE HYDRANT SPACING AND PLACEMENT**

- A. Fire hydrants for single family dwellings and duplexes shall be installed so that (1) the distance between two consecutive fire hydrants does not exceed 500 feet, and (2) no lot is more than 250 feet from a fire hydrant. The Fire Chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection as outlined in the International Fire Code, latest edition.
- B. Fire hydrants in areas for apartment complexes, commercial structures, and industrial structures shall be installed so that the distance between two consecutive fire hydrants does not exceed 400 feet. The Fire Chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection as outlined in the International Fire Code, latest edition.
- C. Fire hydrants shall be free of obstructions for a minimum of a 3-foot radius from the center of the fire hydrant. Fire hydrants shall be placed outside of any fence.

#### **1.20 FIRE LINES**

- A. Fire lines, backflow prevention, and FDC shall be installed and inspected the same as water lines.
- B. Fire lines shall be constructed of ductile iron pipe and shall be double poly wrapped.

- C. All valves on fire lines shall have the word “FIRE” on the valve box lid, this includes the valve on the water main.
- D. Post Indicator Valves, or underground valves in a roadway box, as determined by the Fire Chief or the City Engineer in compliance with NFPA 24 and City ordinances, shall be installed on all fire lines to demarcate ownership. Post indicator valves shall match the valve manufacturer.

#### **1.21 AIR RELEASE VALVES**

- A. Air release valves shall be required on uphill, dead-end lines or on other specific applications to protect the water distribution system at the discretion of the City Engineer or Water/Sewer Maintenance Superintendent.

#### **1.22 STEEL ENCASEMENTS**

- A. Water lines under culverts, creeks, concrete channels, retaining walls, or other difficult and/or dangerous to maintain areas shall be encased in a smooth steel encasement pipe. The steel encasement shall extend 5 feet either side of the area.
- B. Water lines through steel encasement shall be installed with three spacers per joint such that the spacers are equally spaced along the length of the pipe.
- C. Self-restraining gaskets (DIP only) or bell restraints shall be used for all joints inside the encasement pipe and for the first joint in each direction outside the encasement pipe.
- D. End Seals shall be used on all encasement pipes.
- E. Restrained and blocked ductile iron water pipe or restrained and blocked C900 PVC will be used in situations where fittings are required on either side of the steel encasement to change direction or overcome varying field conditions. Additional joint restraints and the use of anchor collars shall be designed by the Engineer of Record and submitted to the City for review.

#### **1.23 PLANNED WATER OUTAGES**

- A. Under no circumstances shall water be shut off to any active service in the course of new construction without written permission from the City of Fayetteville Water & Sewer Department. If water pressure needs to be reduced to facilitate construction, a preconstruction meeting shall be held. The work shall be performed as described in Section 4200 – Water Line Pressure Reduction Procedures.

#### **1.24 PROTECTION OF WATER SUPPLIES**

- A. Only authorized personnel from the City of Fayetteville Water & Sewer Department are

permitted to operate valves on the existing water system.

- B. There shall be no physical connections between a public or private water supply system and a sanitary sewer or appurtenances thereto which would permit the passage of any polluted water into the potable supply. Sanitary sewers shall be laid at least ten (10) feet horizontally from any existing or proposed water line. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten (10) foot separation, the appropriate reviewing agency may allow an exception on a case-by-case basis if supported by data from the design engineer. Such exception may allow installation of the sewer closer to a water main provided that the design and construction meets the more stringent requirements of the ADH, Ten States Standards and City of Fayetteville requirements which may include full encasement of the water main, and special trench, fill and drainage requirements.
- C. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.
- D. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.
- E. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in twenty (20) feet of watertight encasement pipe, centered over the point of crossing. Crossings that are not perpendicular will require more than twenty (20) feet of encasement. The encasement shall extend a minimum of ten (10) feet perpendicular from the outside edges of the line that is not being encased. The ends of the encasement pipe shall be sealed watertight. Refer to Section 3400 – Steel Encasement Pipe.

## **END OF SECTION 2001**



## **SECTION 2002 DESIGN STANDARDS – SEWER**

### **1.01 REQUIREMENTS TO EXTEND SEWER SERVICE**

- A. Unless approved otherwise by City Council, new developments and/or sewer extensions to serve existing lots, are required to extend sewer services to that development at the owner's expense in accordance with City Ordinance Chapter 51: Water and Sewers.

Sewer lines shall be extended to each property to be served by City of Fayetteville sewer. Sewer service lines shall extend perpendicular to the sewer main and extended to the property being served. Sewer service lines will not cross property lines.

City Council approved cost share projects, including defined infill projects, and/or oversizing of mains, may be further considered in accordance with City Council guidance or policy and similar to Section 1100 paragraph 1.05 in accordance with City Ordinance Chapter 51: Water and Sewers, or as requested by the City Council.

Construction of off-site extensions will be at the expense of the developer, subject to “rough proportionality” as further noted in Chapter 155 of the City of Fayetteville Unified Development Code.

- B. Connection to a public sewer system shall be as required, or permitted, by City of Fayetteville Ordinances and ADH regulations.

### **1.02 DESIGN CRITERIA**

#### **A. GENERAL**

All sanitary sewers shall be designed to carry the estimated flow from the area ultimately contributing to the respective reach of the sanitary sewer. The required capacity shall either be established by the City or at the City's option by means of a basin study developed by the Owner or his authorized engineer/designer. In no instance shall a gravity sewer, other than a building sewer, be less than eight (8) inches in diameter.

The following design standards for gravity sewers within or contributing to the City of Fayetteville Sanitary Sewer System have been established:

#### **1. Population Density**

Population density shall be in accordance with the Comprehensive Plan for Fayetteville projected by the Division of Planning for the City of Fayetteville or actual count or character of proposed development, whichever is greatest.

2. Average Family

For the purposes of design the average family unit is considered to be 3.0 persons per single family home.

3. Design Flow

The design of all sanitary sewer facilities shall be based on future area population growth and land development characteristics and figures provided by the Department of Planning including the servicing of existing contiguous developed areas not currently served by sanitary sewers. The values of Average and Peak Flow and Design Population hereby shall be the values which include the future flows and population. The City reserves the right to review and determine the appropriateness and/or applicability of the estimated flow volumes provided.

The following shall be used as a guide:

a. Average Design Flows:

- 1) Single Family Residential: The average design flow for single family dwellings shall be one hundred (100) gallons per person per day.
- 2) Multifamily/Commercial/Industrial/Institutional: Based upon Table 1 Section 2002-1.10 within these specifications unless modified by technical information either submitted by the Owner and approved by the City, or developed by the City. These flow volume guidelines may be modified at the City's discretion as project location specific.

b. Peak Design Flow

- 1) Single Family and Multifamily Residential: The peak design flow for a single family development shall be calculated as follows:

$$Peak\ Flow = (Avg.\ Flow) \left[ \frac{18 + \sqrt{P}}{4 + \sqrt{P}} \right]$$

Where P is equal to the total Design Population in thousands.

- 2) Commercial/Industrial/Institutional: The peak design flow from commercial, industrial or institutional developments shall be the average daily flow determined multiplied by 2.5. The peak design flow shall not be less than 90% of the peak water demand or exceed the flow limits of the water meter supplying the facility.

c. Inflow and Infiltration

- 1) When requested by the City, the design engineer will also utilize current City Masterplan(s) and/or SSES Studies.

4. Design Capacities: Collector and trunk sewers shall be designed on the following basis:

a. Collector Sewers Twelve (12) Inches and Smaller

Peak design flow capacities shall be based on sewers flowing two-thirds (2/3) full.

b. Trunk Sewers Fifteen (15) Inches and Larger

Peak design flow capacities for trunk or interceptor sewers shall be based on sewers flowing 90% full, without head, using the design population density and appropriate land use determined by the Division of Planning; and shall include an allowance for infiltration which will be reviewed on a case-by-case basis and is subject to the approval of the City.

B. SEWER COMPREHENSIVE STUDY REQUIREMENTS

A study/engineering report of the applicable sewerage drainage basin(s) is required. This study may include in addition to the proposed project or development, the upstream and downstream basins and existing or proposed lift/pump stations. The size and location of the project will determine the information required in the study/engineering report for the proposed project.

If requested by the designated City Engineer, the Engineer of Record (EOR) shall provide a detailed analysis and PE sealed report including:

The proposed design

The effects of the proposed project, and coordination with any required improvements, to existing sewer facilities including pipe lines and existing or proposed lift/pump stations.

The designated City engineer shall coordinate between the EOR and the City's waste water operations contractor.

Other as determined by the designated City engineer.

### 1.03 MINIMUM PIPE SIZES AND STANDARDS

#### A. PIPE DIAMETER

1. The required diameter of gravity sewers shall be determined by Manning's formula using a roughness coefficient, "n" of 0.013 or the pipe manufacturer's recommendation, whichever is greater. The minimum pipe diameter for gravity sewers lines shall be eight (8) inches.

#### B. MINIMUM SLOPES AND VELOCITIES

1. All sanitary collector and trunk sewers shall be designed and constructed to provide a minimum velocity when flowing full of two (2) feet per second. The slope of the sewer pipe shall be such that these minimum velocity requirements are attained. The minimum acceptable slopes for the design and construction of sanitary sewers are as follows:
2. THESE ARE MINIMUM SLOPES REQUIRED OF THE DESIGN. AS CONSTRUCTED SANITARY SEWERS FOUND TO HAVE LESS THAN THIS MINIMUM SLOPE SHALL NOT BE ACCEPTED.

| Pipe Size*<br>(inches) | Minimum Slope**<br>(Feet per 100 Feet, %) |
|------------------------|-------------------------------------------|
| 8                      | 0.40                                      |
| 10                     | 0.28                                      |
| 12                     | 0.22                                      |
| 15                     | 0.15                                      |
| 18                     | 0.12                                      |

\*4" and 6" lines are allowed for building sewers only (services).

\*\* Minimum pipe slopes for diameters 8 inch through 18 inch are based upon the Ten States Standards 2014 Edition of the Recommended Standards for Wastewater Facilities.

\*\* Slopes for pipe diameters greater than 18 inch require specific City approvals.

#### C. MINIMUM DEPTH

1. For the protection of the sanitary sewer lines from damage caused by utilities installed after the sanitary sewer has been constructed, the minimum depth to crown of all gravity sanitary sewers shall be 3.0 feet, and the minimum depth to crown of all force main sanitary sewers shall be 3.0 feet.

#### **D. BUILDING SEWERS**

1. Building sewers shall conform to the latest edition of the Uniform Plumbing Code, the requirements of the City's Building Safety Division and to these Standards.
2. The building sewer shall connect to the public sewer at a mainline fitting. Sewer service connections shall be made on 12-inch and smaller sewer lines. Connections to manholes shall only be allowed at upstream terminating manholes or by approval of the City. Inside drop connections to manholes are not allowed.
3. Building sewers requiring a 6-inch or larger sewer connection shall be connected at a manhole. If an existing manhole is not available, a new manhole must be constructed.
4. Homes or buildings where the lowest elevation to have gravity sewer service is less than 1 foot above the cover of either the first upstream or downstream manhole on the sewer main shall have a cleanout with a pop-up type, non-locking cover at an elevation no less than 6-inches below the lowest sanitary facility in the structure.
5. Homes or buildings with a slope from the lowest sanitary facility to the public sewer main less than 1 percent shall be served with a pump system. The system shall be purchased, installed, and maintained by the owner.
6. Building sewers within the right-of-way or easement shall be a minimum of four (4) inches in diameter. Building sewers shall have a wye cleanout located within three (3) feet of the building's exterior wall and extended to 3-inches above grade and shall have a watertight, removable cap.
7. Cleanouts installed under concrete or asphalt paving shall be made accessible by a short bodied cast iron valve box.
8. Building sewers installed for future connections shall be terminated at the right-of-way or easement and plugged to ensure 100 percent water tightness. Mark wyes for future connections using marking tape, tracer wire, yellow nylon rope, and 1/2" x 4' rebar or fence tee-post.

#### **1.04 SEWER LINE MATERIALS**

- A. Materials for sewer line mains shall be PVC unless approved otherwise by the City of Fayetteville or otherwise indicated in these specifications.

#### **1.05 LOCATION OF SEWER LINES**

- A. Sewer lines shall be placed on public streets either in the right of way or in an easement adjacent to the street right of way except that lines can go between lots when there is no other reasonable way to access a line or provide for future service. Sewer lines located in easements behind houses without a dedicated, paved alley shall have the manholes located adjacent to the

nearest street right-of-way.

- B. Sewer lines shall be located a minimum of 36-inches from any other parallel utilities or structures.

## 1.06 SEWER STRUCTURES

### A. MANHOLES

#### 1. General

- a. Manholes shall be installed at the end of each line; at all changes in grade, size, materials or alignment; at all sewer intersections and at the following intervals:

| Pipe Diameter<br>(inches) | Maximum Interval<br>Between Manholes<br>(feet) |
|---------------------------|------------------------------------------------|
| 8 to 18                   | 400                                            |

- b. Manholes shall be located such that they are readily accessible to sewer cleaning equipment. Access drives will be provided as required by the City of Fayetteville. Access drives will be a minimum 10' wide all weather drive surface designed for maintenance truck traffic. 10' wide double gates shall be provided for all fences where manhole access is required. Sewer mains located in easements behind houses without a dedicated, paved alley shall have the manholes located adjacent to the nearest street right-of-way.
- c. The minimum inside diameter of manholes shall be as stated in Section 3300-Manholes.
- d. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineer's Standard Details.
- e. At changes in sewer alignment and/or sizes, the energy gradient elevation shall not increase. This shall be accomplished by keeping the crown elevation continuous where possible for changes in sewer sizes.
- f. Connections to manholes on trunk sewer lines shall be installed at such elevations that will not cause a backup in the collector sewer. Trunk sewers are designed to flow completely full during peak operation. Therefore, connections should not be made below the crown of the trunk sewer line pipe.
- g. Minimum drop across the manhole from inlet invert to outlet invert for size on size pipes shall be 0.10' for 0 up to 45 degree change in direction, and 0.20' for 45 to 90 degree change in direction.

- h. Manholes proposed to be installed in unpaved areas shall be designed and constructed such that the top of the casting is a minimum of three (3) inches and a maximum of five (5) inches above the finished grade to prevent ponding of water over the casting. Positive drainage away from the manhole shall be provided.
- i. Manholes constructed within a 100-yr floodplain shall be constructed such that the rim elevation is a minimum of 2-feet above the flood elevation or be constructed with hinged and gasketed covers. Manholes that are within the 100-yr floodplain and also within the ROW shall have hinged and gasketed covers.
- j. Manholes located on 15-inch and larger sewer lines or manholes on sewer lines within 100 feet of a 15-inch and larger sewer line shall be epoxy coated on the interior. Capital Improvement Projects shall be a separate pay item for epoxy coating or lining as further defined in the subsequent measurement and payment specifications prepared by the Engineer of Record.

## 2. Outside Drop Connections

- a. Outside drop pipe connections shall be provided for all sanitary sewers entering a manhole at an elevation greater than twenty-four (24) inches above the invert of the manhole.
- b. In areas where future residential, commercial, and/or industrial growth can occur, all new manholes 15 feet deep or deeper shall be equipped with up to two (2) outside drop connections of a size and at an elevation to be determined by the City at the time of design to allow for future connections at these points. The drops shall extend from the base to within 10 feet of the final graded surface elevation.

NOTE: THIS SHOULD NOT IMPLY THAT EVERY MANHOLE SHALL BE PROVIDED WITH 2 OUTSIDE DROP CONNECTIONS.

## B. SEWER PUMP STATIONS

- 1. A construction permit shall not be issued for a sanitary sewer pump station until an economic analysis proves to the satisfaction of the City that the pump station exhibits a lower 20-year life cycle cost than extending a gravity sewer to the development.
- 2. The analysis shall be per latest standard practice for least cost (life cycle) as developed by ASTM C1131 and evaluate labor costs, maintenance costs (including parts replacements), operation costs and rehabilitation costs. The analysis shall take into consideration both interest and inflation rates.
- 3. The following minimum assumptions shall be made when calculating life cycle costs.

- a. Pump Station Construction Costs = Actual cost
  - b. SCADA System = \$7,500 in 2017 and is subject to annual revision by the Utilities Director
  - c. Pump Station Routine O&M labor = 50 hrs/year @ \$40/hr
  - d. Effective Energy Costs = \$0.25/kW·hr
  - e. Interest Rate = 5%
  - f. Inflation Rate = 3%
  - g. Replace pumps in year 11
4. In the event that a pump station is more cost effective than gravity sewer, the operation and maintenance expenses for the pump station must be paid in addition to the monthly sewer service charges paid by the benefiting customers. The estimated service life shall be 20 years.
  5. If a pump station is more cost effective, the City of Fayetteville reserves the right to cost share with the developer to pay for a gravity sewer extension in lieu of a pump station.

## **1.07 EASEMENTS**

### **A. GENERAL**

1. Whenever possible, sanitary sewers shall be constructed within the public right-of-way. Should the construction be outside the limits of the public right-of-way, recorded sewer easements shall be acquired, dedicated and recorded solely for the benefit of the City. Easement boundaries shall be so shown on the plans and specifications as “Water and Sewer Easement” in lieu of “Utility Easement”. Sanitary sewers may be constructed within “platted” utility easements if the work is performed in conjunction with a development approved by the City.
2. The minimum permanent easement widths to be dedicated to the City are as follows:

| <u>Depth of Sewer from Finished Grade</u> | <u>Easement (ft)</u> |
|-------------------------------------------|----------------------|
| up to 10 feet                             | 20                   |
| > 10 feet to 20 feet                      | 25                   |
| greater than 20 feet                      | 30                   |
3. All sanitary sewers shall be centered in the easement. For those sanitary sewers constructed in the public right-of-way, the easement shall extend the distance outside the right-of-way necessary to provide the required easement width. Sewers not centered in the easements shall have an easement width equal to 1/2 that designated above on each side of the easement.
4. A minimum 50 foot by 50 foot deeded property shall be provided for all submersible lift stations with wet wells up to 20 feet deep. Deeds for lift stations with wet wells



greater than 20 foot deep and/or wet well/dry pit lift stations shall be handled on a case by case basis.

5. The sewer easements shall be exclusively under the discretion and control of the City. Ingress and egress shall be available to the City's crews at all times. No utility companies are allowed to use the sewer easements for installation of their utility lines without the expressed written permission of the City. All plan sheets shall clearly identify the sanitary sewer easement and the location of all other proposed utilities. The horizontal and vertical plans shall identify all utilities proposed to cross the sanitary sewer easement.

#### **1.08 PROTECTION OF WATER SUPPLIES**

- A. Comply with Section 2001 1.24.

#### **1.09 STEEL ENCASEMENTS**

- A. For maintenance purposes, sanitary sewers will be encased in steel encasement pipe wherever the sanitary sewer crosses significant utilities, significant drainage way(s), or other significant obstacles as determined by the design provided by the Engineer of Record or as requested by the designated City engineer.
- B. Sewer lines through steel encasement shall be installed with three spacers per joint such that the spacers are equally spaced along the length of the pipe.
- C. Self-restraining gaskets (DIP only) or bell restraints shall be used for all joints inside the encasement pipe and for the first joint in each direction outside the encasement pipe.
- D. End Seals shall be used on all encasement pipes. Refer to Section 3400 – Steel Encasement Pipe.
- E. Force mains shall also include joint restraints, blocking and the use of anchor collars as designed by the Engineer of Record and submitted to the City for review.

#### **1.10 TABLE 1 MINIMUM DESIGN FLOWS**

**Multifamily/Commercial/Industrial/Institutional:**

| Type of Establishment* |                                                                                  | Gallons Per Person<br>of Wastewater Per Day<br>Unless Otherwise Noted |
|------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1.                     | Institutions other than hospitals                                                | 180 – 120                                                             |
| 2.                     | Schools (without gym and showers)                                                | 15                                                                    |
| 3.                     | Schools (with gyms and showers)                                                  | 25                                                                    |
| 4.                     | Organization camps only                                                          |                                                                       |
|                        | a. With showers and handwashing facilities                                       | 20 +                                                                  |
|                        | b. With toilets, showers and handwashing facilities                              | 40 +                                                                  |
|                        | + Cooking or central food service included.                                      |                                                                       |
| 5.                     | Campgrounds                                                                      |                                                                       |
|                        | a. With individual sewer connections (per site)                                  | 100                                                                   |
|                        | b. With community building only (per site)                                       | 50                                                                    |
| 6.                     | Mobile home parks (per mobile home park space)                                   | 200                                                                   |
| 7.                     | Motels and hotels (per room)                                                     | 100                                                                   |
| 8.                     | Restaurants along an interstate or major highway; 24-hour operation (per seat)   | 70                                                                    |
| 9.                     | Restaurants; 24-hour operation (per seat)                                        | 50                                                                    |
| 10.                    | Restaurants; less than 24-hour operation (per seat)                              | 35                                                                    |
| 11.                    | Bars and cocktail lounges (per seat)                                             | 35                                                                    |
| 12.                    | Bowling alleys (per alley)                                                       | 100                                                                   |
| 13.                    | Places of employment (does not include industrial waste, per employee per shift) | 15-35                                                                 |
| 14.                    | Day workers at offices                                                           | 15                                                                    |
| 15.                    | Picnic parks and areas                                                           | 5                                                                     |
| 16.                    | Drive-in theaters (per ramp parking space)                                       | 7                                                                     |
| 17.                    | Service stations (per vehicle served)                                            | 10                                                                    |
| 18.                    | Swimming pool bathhouse (per person)                                             | 10                                                                    |

| Type of Establishment* |                                                                            | Gallons Per Person<br>of Wastewater Per Day<br>Unless Otherwise Noted |
|------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 19.                    | Private dwelling (per dwelling)                                            | 300                                                                   |
| 20.                    | Apartments                                                                 |                                                                       |
|                        | a. One bedroom (per apartment)                                             | 200                                                                   |
|                        | b. Two bedroom or more (per bedroom)                                       | 150                                                                   |
| 21.                    | Shopping center (where stores are not known) per square foot building area | 0.45                                                                  |
| 22.                    | Churches                                                                   |                                                                       |
|                        | a. Without kitchen (per sanctuary seat)                                    | 3                                                                     |
|                        | b. With kitchen (per sanctuary seat)                                       | 5                                                                     |
| 23.                    | Beauty salon                                                               | 35                                                                    |
| 24.                    | Day care center                                                            | 20                                                                    |

\* The flows listed indicate a reasonable approach for the type of establishment referenced. Additional considerations, including the ADH Rules and Regulations pertaining to Onsite Wastewater Systems Appendix B or other applicable technical data will be necessary in some cases.

Source: Section 1200 of the “Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2012 Edition”

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**END OF SECTION 2002**

## **SECTION 2003 TRENCH SAFETY/PROTECTIVE SYSTEMS**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P, Excavations, Standard 1926.650, of the Code of Federal Regulations and as follows.
- B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.
- C. If the Contractor is working for any Arkansas public body (state agency, county, municipality, school district, or other local tax unit or improvement district), and has entered into a contract under the provisions of Arkansas Code Title 22. Public Property §§ 22-9-202-204, then the engineer and the contractor shall comply with Arkansas Code Title 22. Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems.

The requirements include, but are not necessarily not be limited to:

22-9-212. Public improvements generally -- Trench or excavation safety systems.

(a) Whenever any agency of this state or of any county, municipality, or school district, or other local taxing unit or improvement district, enters into a contract covered by the provisions of 22-9-202 -- 22-9-204 for the making of repairs or alterations or the erection of buildings or for the making of any other improvements, or for the construction or improvement of highways, roads, streets, sidewalks, curbs, gutters, drainage or sewer projects, or for any other construction project in which the public work or public improvement construction project involves any trench or excavation which equals or exceeds five feet (5') in depth, the agency, county, municipality, school district, local taxing unit, or improvement district shall require:

(1) That the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, be specifically incorporated into the specifications for the project; and

(2) That the contract bid form include a separate pay item for trench or excavation safety systems to be included in the base bid.

(b) In the event a contractor fails to complete a separate pay item in accordance with the applicable provisions of subsection (a) of this section, the agency, county,

municipality, school district, local taxing unit, or improvement district shall declare that the bid fails to comply fully with the provisions of the specifications and bid documents and will be considered invalid as a nonresponsive bid. The owners of the above-stated project shall notify the Safety Division of the Department of Labor of the award of a contract covered by this section.

The engineer and the contractor are responsible for compliance with the latest version of this Code (Arkansas Code Title 22. Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems).

- D. Protective Systems - The Contractor shall design or provide an engineered design, and shall install, and maintain Protective Systems in strict compliance with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 – Construction, of the Code of Federal Regulations and all other applicable Federal, State, and local requirements.

#### **1.02 29 CFR 1926, SUBPART P, INCORPORATED**

- A. The current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, is incorporated by reference into these Standard specifications.
- B. Additional information may be found at:

United states Department of Labor, Occupational Safety and Health Administration, Regulations (Standards – 29 CFR) Construction Standard Number 1926 – Safety and Health Regulations for Construction.

[https://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=1926](https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926)

Trenching and Excavation Safety OSHA 2226-10R 2015 Booklet at:

<https://www.osha.gov/Publications/osha2226.pdf>

**END OF SECTION 2003**

## **SECTION 2004 CONFINED SPACES**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart J, General Environmental Controls Excavations, Standard 1910, including but not limited to 29 CFR 1910.146, Permit-required Confined Spaces of the Code of Federal Regulations and as follows.
- B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications. The Contractor is responsible to notify OSHA of the commencement of all water or sewer construction.
- C. The Contractor is responsible to notify the City Engineer or Utilities Director, and the Engineer, when personnel are to work in, or near, a Permit-Required Confined Space and contractor shall coordinate such work with the City Engineer or Utilities Director, and the Engineer.
- D. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of type of Permit-Required Confined Space documentation, permit and program used by the contractor.
- E. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of any hazards confronted or created in a Permit-Required Confined Space.
- F. The Contractor is responsible to notify the City Engineer or Utilities Director, and the Engineer, when personnel are to work in, or near, a Non-Permit-Required Confined Space and contractor shall coordinate such work with the City Engineer or Utilities Director, and the Engineer.
- G. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of type of Non-Permit-Required Confined Space documentation and program used by the contractor.
- H. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of any hazards confronted or created in a Non-Permit-Required Confined Space.

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**END OF SECTION 2004**



## **SECTION 2005 PUBLIC EMPLOYEES RIGHT TO KNOW ACT**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart H, Hazardous Materials, Standard 1910.120, of the Code of Federal Regulations and as follows.
- B. Comply with State of Arkansas Act 556 of 1991, Arkansas Code Ann. Sec 8-7-1101 et. Seq.: Public Employees Chemical Right to Know Act, and as follows.
- C. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.
- D. The Contractor shall provide to the City Engineer or Utilities Director, and the Engineer, a list of all hazardous chemicals and a copy of the appropriate Safety Data Sheets (SDS) (previously aka Material Safety Data Sheets) brought onto the property. This information is required prior to any work being started.
- E. The City will provide to the contractor a list of hazardous chemicals at any City facility where work is being performed. The locations and SDS information will be provided prior to any work starting. The contractor is responsible for disseminating this information to its employees.

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**END OF SECTION 2005**

## **SECTION 2006 ASBESTOS PIPE**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. If asbestos pipe is indicated on the plans for removal, tapping, connection to or other work, or if asbestos pipe is discovered on the project site, then the Owner shall have prepared an asbestos pipe work plan or an asbestos pipe mediation plan. The Owner will submit the asbestos pipe work plan or an asbestos pipe mediation plan to the City for review and approval prior to work beginning that includes asbestos pipe.
- B. Comply with U.S. Environmental Protection Agency (EPA) 40 Code of Federal Regulations (CFR) Part 61, Subpart M, National Emission Standards for Asbestos.
- C. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart Z, Toxic and Hazardous Substances, Standard 1926.1101-Asbestos, of the Code of Federal Regulations and as follows.
- D. Comply with Arkansas Department of Environmental Quality (ADEQ) regulations including Regulation 21, The Arkansas Asbestos Abatement Regulation.

When required by ADEQ Regulations, provide the Notice of Intent to remove asbestos to ADEQ and copy to the City, Owner and Contractor or Engineer of Record.

- E. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.

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**END OF SECTION 2006**

## **SECTION 2100 EROSION AND SEDIMENT CONTROL**

### **PART 1 – GENERAL**

- A. All projects shall include erosion and sediment control features.
- B. Comply with the published City Engineering regulations and standards and as follows.

#### **1.01 WORK INCLUDED**

- A. For Capital Improvement Projects, and other projects where required by Ordinance or standards, the Engineer shall submit an erosion control plan for the Work to the City for review and approval.

The Contractor shall accomplish temporary and permanent erosion protection in accordance with approved plans and project specific specifications, City Ordinances, manuals and standards, and State and Federal regulations.

City requirements include, but are not limited to:

ITILE XV Unified Development Code (UDC)  
Chapter 167: Tree Preservation and Protection  
Chapter 169: Physical Alteration of Land  
Chapter 170: Stormwater management, drainage and erosion Control,  
Chapter 168: Flood Damage Prevention- section 168.12 Streamside  
Protection Code

Streamside Protection Best Management Practices (BMP) Manual

Drainage Criteria Manual dated July 1, 2014

City of Fayetteville City Engineer's office Standard Specifications, Manuals and Standard Details, City of Fayetteville, are found at:

<http://www.fayetteville-ar.gov/445/Engineering-Specs-Details>

- B. The Contractor is responsible for implementing and maintaining Best Management Practices (BMPs) during construction activities, including, but not limited to, sediment and erosion control structures and achievement of final stabilization upon completion of construction activities.
- C. The Contractor shall be responsible for implementing all applicable requirements of the ADEQ General Stormwater Permit for Construction Activity, the Spill Prevention Control and Countermeasures Plan (SPCCP), as required by USEPA, local Municipal Separate

Storm Sewer requirements, and all other environmental regulatory requirements that are associated with the construction activities that they are contracted to perform. The Contractor is responsible for managing all materials, equipment, and activities at the work site in a manner that is in compliance with local, State, and Federal environmental regulations.

## **PART 2 – PRODUCTS**

### **2.01 PRODUCTS/MATERIALS**

- A. Refer to City of Fayetteville City Engineer's office Standard Specifications, Manuals and Standard Details, City of Fayetteville.

## **PART 3 – EXECUTION**

### **3.01 TEMPORARY EROSION CONTROL**

- A. Comply with Section 8.2 Erosion, Runoff and Sediment Controls for Construction Sites, of the City of Fayetteville Drainage Criteria Manual (2014 edition), the City Engineer's office Standard Erosion Control Details and as follows:
- B. Water removed from open pits and/or trenches shall have silt removed prior to leaving the immediate site of construction. Silt shall be removed by natural vegetation, a straw bale trench dewatering inlet device, settling pond, filter bag, a rock/geotextile fabric sediment trap/basin, or other appropriate sediment control measure. Water filtered through a basin shall not violate any water quality standard and shall have efficient sediment/silt removal prior to discharging to a waterbody.
- C. Contractor shall be responsible for providing adequate number of pumps for prompt and efficient dewatering. Ends of discharge hoses shall be provided with flow dispersion and filtration devices to prevent scouring of surface soils, discharge of turbid water, and/or washout of stream banks. Discharges from dewatering activities shall not be conveyed into or upon any roadside ditch, curb and gutter, street or publicly used thoroughfare.
- D. The direct discharge of silty/muddy water to a stream, offsite, or across areas of equipment access points and/or construction haul roads is strictly prohibited.

### **3.02 OTHER CONTROLS**

- A. A dedicated concrete truck wash out area shall be maintained to include adequate containment to prevent runoff of concrete truck wash water. Concrete truck drivers shall be notified to use wash out area.
- B. Contractor shall follow the appropriate waste storage and disposal practices, as per applicable environmental regulatory requirements. Solid waste dumpsters/roll-offs, or

other appropriate waste receptacles will be maintained and used at the site. Good housekeeping practices will preclude trash, construction wastes, and debris to be dumped or scattered on the construction site. There shall be no open burning of any waste material. No solid materials, including building materials, shall be discharged to waters of the State.

- C. No liquid waste chemicals, fuels, and/or oils are to be leaked or spilled on ground surfaces. Bulk storage of liquid chemical wastes will be provided with secondary containment with a capacity sufficient to contain the volume of the largest container within the secondary containment. All waste materials shall be stored in a manner to prevent releases and should be disposed of by a qualified waste disposal firm at an acceptable waste disposal facility. Records of the disposal of all solid, hazardous, non-hazardous, and liquid wastes are to be maintained by the Contractor. Contractor shall notify the Engineer of any spills or leaks that occur in spite of the preventive measures taken. Contractor will prepare a report of any spills or leaks in accordance with the reporting and recordkeeping measures described in the BMPs. No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State. These areas should not be located near a water body.
- D. Contractor shall maintain compliance with applicable State and/or local sanitary sewer, septic system, and waste disposal regulations.
- E. Off-site vehicle tracking of sediments and the generation of dust must be minimized. Measures such as stone at construction access points, parking areas, and unpaved roads, providing entrance wash racks or stations for trucks, and/or street sweeping shall be implemented where appropriate. Application of water to construction haul roads should be done, as appropriate, to control dust generation. Application of excessive levels of water that create mud should be avoided.
- F. The Contractor shall be responsible for maintaining the site and adjoining paved surfaces in a dust free condition. Fugitive dust control is the sole responsibility of the Contractor.

### **3.03 PERMANENT EROSION CONTROL**

- A. The Contractor shall incorporate permanent erosion control features into the project at the earliest practicable time as the construction progresses all in accordance with the approved plans and project specifications, City Ordinances, City manuals and standards.

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**END OF SECTION 2100**



## **SECTION 2200 SITE PREPARATION**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Excavation, grading, cutting and removal of trees, shrubs and underbrush, and the removal of any debris existing above natural ground surface and within the cleared area necessary for the construction of the improvements.

### **PART 2 - PRODUCTS**

- A. Not used

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. For Development Projects, the Owner and his contractor are responsible for all costs incurred by reason of the requirements of this section. For Capital Improvement Projects, it shall be the responsibility of each bidder to examine the site carefully and make his own calculations as to costs to be incurred by reason of the requirements of this section.
- B. The Contractor shall not remove or disturb any vegetation except that required for the execution of the work.
- C. Trees, shrubs, underbrush and debris removed will be disposed of by the Contractor in a manner approved by the City.
- D. If access roads are required and not indicated on the plans, then the Contractor will be required to submit a plan for construction of access roads for review and approval by the Engineer.

#### **3.02 SITE PREPARATION**

- A. Clear areas as indicated or only as necessary for performance of the work. Confine operations to that area provided through easements, documented agreements and rights-of-way.

For Capital Improvement Projects, entrance upon any lands outside of that area provided by easements or public rights-of-way, shall require documented written approvals with copies provided by the Contractor to the City.

- B. For Capital Improvement Projects, do not occupy any portion of the project site prior to the date established in the Notice to Proceed without prior approval of the Owner.

- C. The engineer will notify the contractor of requirements by individual property owners as stipulated in easement documents pertaining to the project.
- D. Remove, relocate, reconstruct or work around natural obstructions, existing facilities and improvements encountered during site preparation as herein specified. Take care while performing site preparation work adjacent to facilities intended to remain in place. Promptly repair damage to existing facilities. Dispose of waste materials in a satisfactory manner off the work site.
- E. Protect, move, or brace public and private utilities as required by the affected utility.
- F. Maintain mailboxes in the manner that the Postal Service requires to prevent interruption of mail delivery.
- G. Site preparation includes the removal of trees, shrubs, brush, crops, and other vegetation within the limits of the easements (right-of-way), or as may be provided for in licenses, permits and agreements. For Capital Improvement Projects, all efforts shall be made to retain existing landscaping. For development projects these requirements will follow the Owner's agreements and City Ordinances and City regulations. In the event that trees, shrubbery, and hedges cannot be saved, then prior approval of the property owner and the City's Representative must be obtained before the existing landscaping is removed.
  - 1. Trees
    - a. Comply with Chapter 167: Tree Preservation and Protection of the City's UDC. All trees shall be saved unless removal is approved by the Engineer and the City. Trim trees in accordance with the City's regulations including the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
  - 2. Shrubby
    - a. Shrubby shall be saved unless removal is approved by the Engineer and the City. Make reasonable efforts to save all shrubby by trimming, in accordance with acceptable pruning practices, and treating wound surfaces with a commercial pruning compound.
  - 3. Small Plants and Flowers
    - a. At least two weeks prior to the start of construction, notify property owners of the proposed starting date so that the property owners can remove any small plants or flowers.
  - 4. Protection of Existing Facilities
    - a. The Contractor shall notify all property owners in the immediate vicinity of the construction area that may be affected by the construction activities a minimum of 24-hours before starting work in that area. The notification

shall include a description of the work, work hours, and a 24-hour contact name and number for the contractor.

- b. Fences interfering with construction, and located within public rights-of-way or as may be allowed for in permits or agreements, may be removed only if the opening is provided with a temporary gate which will be maintained in a closed position except to permit passage of equipment and vehicles, unless otherwise herein specified. Fences within temporary construction easements may be removed provided that temporary fencing is installed in such a manner as to serve the purpose of the fencing removed.
- c. Fencing removed shall be restored or replaced to the condition existing prior to construction unless otherwise specified. Temporary fencing meeting the requirements of the land owner will be provided when requested by the land owner, Engineer or Owner. The Contractor is solely liable for the straying of any animals protected or corralled, or other damage caused by any fence so removed.
- d. Driveways and driveway approaches removed or damaged during construction shall be restored to the original or better condition.
- e. Make every reasonable effort to protect private sewer facilities. Private sewer facilities may not be shown on the Plans.
- f. Preserve property corners, pins and markers. In the event any property corners, pins, or markers are removed by the Contractor, such property points shall be replaced at the Contractor's expense and shall be re-set by competent surveyors properly licensed to do such work. In the event such points are section corners or Federal land corners, they shall be referenced and filed with the appropriate authority.
- g. Where existing utilities and service lines are encountered, notify the owner thereof at least 48 hours (not including weekends and/or holidays) in advance of performing any work in the vicinity.
- h. Excavate, install pipeline and backfill in the vicinity of such utilities in the manner required by the respective owner and, if requested, under his direct supervision. The Contractor shall be responsible for damages to a public or private utility that may occur as the result of the construction.
- i. Protect, move, or brace public and private utilities as required by the affected utility.
- j. Make a reasonable effort to ascertain the existence of obstructions and locate obstructions by digging in advance of machine excavation where definite information is not available as to their exact location. Where such

facilities are unexpectedly encountered and damaged, notify responsible officials and other affected parties and arrange for the prompt repair and restoration of service.

**END OF SECTION 2200**

## **SECTION 2300 EXCAVATION, BACKFILLING AND COMPACTION**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Excavation, backfilling, and compaction for water lines, sewer lines, appurtenances, and incidental construction.

#### **1.02 GENERAL**

- A. Comply with the recommendations of AWWA C600 and AWWAC605 latest editions, except as modified or limited within these specifications.

#### **1.03 QUALITY ASSURANCE**

- A. When requested by the City's designated engineer, the Engineer of Record will provide:
  - 1. One moisture/density relationship test (AASHTO T-99, or AASHTO T-180) taken at the beginning of the project, and one additional moisture/density relationship test taken for every 5,000 cubic yards of imported material.
  - 2. The field density of adjacent undisturbed soil in accordance with ASTM D2922 (Standard Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods, Shallow Depth) locations as determined by the City.
  - 3. A minimum of one density test per street crossing and/or one density test per 500 lineal feet of pipe or portion thereof when the pipe is located in the street, under pavement, under the curb and gutter, under sidewalks or trails or other as locations as determined by the City.
  - 4. Other project specific tests as required by supplemental specifications provided by the Engineer of Record.
- B. Provide submittals as specified or as requested by the City's designated engineer.

#### **1.04 UTILITIES PROTECTION**

- A. The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to

locate and protect such utility lines and services so as to avoid damage and interruptions to service.

- B. The Contractor shall contact the owners of the various existing utilities lines and services as may be affected by the construction and solicit their assistance in identifying, locating, marking, and protecting these facilities prior to the beginning of any excavation or other work which might endanger the existing utilities. If such utilities are damaged or impaired because of the Contractor's actions or omissions, the Contractor shall be responsible for the cost of repairs or replacements of the affected or damaged utility or service line.
- C. The Contractor shall comply with the "Arkansas Underground Facilities Damage Prevention Act" including latest amendments, the Arkansas One-Call System, and shall alert potentially conflicting utility systems accordingly.
- D. The Contractor is responsible for protecting public and private property. The Contractor is responsible for the Contractor's safety plan and implementation.

#### **1.05 SEDIMENT CONTROL**

- A. The Contractor shall be responsible for all sediment control in accordance with Section 2100 – Erosion and Sediment Control.
- B. The Contractor shall be responsible for maintaining the site and adjoining properties and adjoining paved surfaces in a dust free condition.

### **PART 2 – PRODUCTS**

#### **2.01 FOUNDATION MATERIALS**

- A. Foundation materials for trench over excavation shall be Class 7 Aggregate Base Course (ABC), "B" stone with class 7 aggregate cap, or concrete as designed by the Engineer of Record.

#### **2.02 EMBEDMENT MATERIALS**

- A. Embedment materials are restricted to materials specified below. The Engineer of Record shall provide as a submittal the gradation sieve analysis of the embedment materials proposed for each specific project.
- B. Without regard to the pipe material, all embedment materials include: bedding, pipe zone (including haunching), and initial backfill from six (6) inches below the bottom of the pipe to six (6) inches above the top of the pipe the full trench width with a minimum of six (6) inches of embedment materials all around the exterior of the pipe.

- C. Special design considerations, including supplemental trench drains, geotechnical fabric, and/or specific aggregate, and/or filter gradations as recommended in AWWA C605 and ASTM D2321 may be required to prevent migration of embedment particles. The Engineer of Record is responsible to design the embedment system as needed for the specific project.

D. Embedment materials for water lines. The maximum aggregate size shall be 3/4 inch. The Engineer of Record will design the installation using embedment materials as ASTM C33 gradation #7 or ASTM C33 gradation 67 as modified and described below:

1. Crushed aggregate conforming to ASTM C 33, gradation 7 as follows:

ASTM gradation Size 7 (not class 7)

Crushed aggregate sized from nominal 1/2 inch to No. 8 sieves:

100 percent passing the 3/4 inch sieve  
90 to 100 percent passing the 1/2 inch sieve  
40 to 70 percent passing the 3/8 inch sieve  
0 to 15 percent passing the No. 4 sieve  
0 to 5 percent passing the No 8 sieve

2. Crushed aggregate conforming to the ASTM C 33, gradation 67 and as follows:

Crushed aggregate sized from maximum 3/4 inch to No. 8 sieves:

100 percent passing the 3/4 inch sieve (maximum aggregate size 3/4 inch)  
20 to 55 percent passing the 3/8 inch sieve  
0 to 10 percent passing the No. 4 sieve  
0 to 5 percent passing the No 8 sieve

The required modification of the ASTM C 33, gradation 67 is the clarification and potential additional requirement of 100 percent passing the 3/4 inch sieve. Some aggregate suppliers for Fayetteville projects are currently meeting this requirement (maximum, not nominal, aggregate size 3/4 inch) as required in the 2012 Standard Specifications.

- D. Embedment materials for sewer lines shall be a Class I crushed aggregate material in accordance with ASTM D2321 meeting the gradation requirements of ASTM C 33, gradation 7 as specified above for water lines, or the same crushed aggregate material conforming to a modification of the ASTM C 33, gradation 67 as specified above for water lines, or ASTM Class 67 stone. The Engineer of Record is responsible to design the embedment and to verify the proper use of embedment materials for water and sewer installation.

## **2.03 BACKFILL MATERIALS**

### **A. AGGREGATE MATERIAL**

Aggregate material for select backfill across streets, roads, driveways, and for placement of "gravel" or aggregate surfaced areas, shall be Class 7 Aggregate Base Course (ABC) material conforming to the Standard Specifications of the Arkansas Highway & Transportation Department, latest edition.

### **B. SELECT NATIVE BACKFILL MATERIAL**

Select native material shall be suitable on-site materials or imported good earth, sand, or gravel that is free from large rocks or hard lumpy materials. Never use materials of perishable, frozen, spongy or otherwise unsuitable nature as select material.

Initial backfill when consisting of select native materials, shall be free of rocks, stones or particles greater than 3 inches in diameter.

### **C. FLOWABLE SELECT MATERIAL**

Flowable select materials, aka flowable fill or controlled low strength materials, for select backfill where indicated on plans across streets, roads, and driveways shall be Flowable Select Material conforming to the Standard Specifications of the Arkansas Highway & Transportation Department, latest edition.

### **D. CHERTY RED CLAY aka "HILLSIDE"**

Locally available red clay chert material with a minimum of 55 percent retained on the #4 sieve prior to compaction, CBR of eight or greater and classified as GM or GC. The Engineer of Record shall provide as a submittal the geotechnical analysis of the proposed "Hillside" cherty red clay material for each specific project.

### **E. RIPRAP**

1. Riprap material is not permitted as a Standard Specification.
2. Riprap material will be considered on specific case by case basis and in accordance with Sections 1000 General Conditions.
3. Riprap material, if approved, shall be designed in accordance with the City of Fayetteville Drainage Criteria Manual dated July 1, 2014.

## **PART 3 – EXECUTION**



### **3.01 PROTECTIVE SYSTEMS - EXCAVATIONS AND TRENCHES**

- A. Comply with all Federal, State and Local requirements.
- B. Comply with the requirements as specified elsewhere with these Specifications.
- C. The Contractor is responsible for the Contractor's safety plan and implementation.

### **3.02 EXCAVATION - GENERAL**

- A. Excavation shall be carried accurately to the line and grade indicated on the drawings and as established by the Engineer.
- B. When the bottom of the excavation is at subgrade and found to be unstable or includes ashes, refuse or other organic materials, or large pieces of inorganic material, that in the judgement of the engineer should be removed, the contractor will remove all such material (over-excavate) to the extent required by the engineer.

Over-excavation will be backfilled with foundations materials per 2.01 B and as directed by the engineer.

- C. Dewater all excavations as required and as follows:
  - 1. Comply with Section 2100 EROSION AND SEDIMENT CONTROL.
  - 2. Prevent groundwater contamination.
  - 3. Dewater to the extent that water or sewer pipe can be placed on a dry and firm trench bottom. Never place pipe in a wet or unstable trench.
  - 4. When requested by the City, the Contractor, or the Engineer of Record, will provide a dewatering plan based upon the Engineer of Record's dewatering engineered design.

### **3.03 DISPOSAL OF EXCAVATED MATERIALS**

- A. The Contractor shall be responsible for disposal of excess material, or disposal of excavated material unsuitable for backfilling.
- B. Disposal of excess material on private property shall only be allowed with written permission of the owner of the property. A copy of the written permission must be forwarded to the Engineer along with any permits as may be required by the governing authority, city or county. Grading permits are required for any disposal within the City of Fayetteville city limits.

### **3.04 EXPLOSIVES**

- A. The use of explosives/blasting materials is not permitted as a Standard Specification.

- B. The use of explosives will be considered only on specific case by case basis in accordance with Section 1000 General Conditions. Approval will be project specific and requires approval from both the Utilities Director, Fire Chief and the designated City engineer.

### **3.05 EXCAVATION –TRENCHES**

- A. Trench For Water or Sewer Line - During excavation, all pipe to be replaced shall be properly removed and properly disposed of offsite at a suitable landfill. Trench excavation for water or sewer lines shall be kept within the maximum width limits specified below. The specified maximum trench width from the bottom of the trench to 24-inches above the outside top of the pipe shall not be exceeded unless s authorized by the Engineer.

Refer also to SECTION 2006 ASBESTOS PIPE.

- B. Trench For Water or Sewer Line in Paved Area additional requirements – Prior to excavation in paved areas, the Contractor shall saw-cut (or other acceptable method approved by the Engineer) the existing pavement to minimize the destruction of the existing pavement outside the limits of the trench. The maximum trench width for the installation of water or sewer lines, up to 12-inches in diameter, in paved areas shall not exceed 36-inches without written approval from Engineer. The pavement shall be repaired in accordance with Section 6000 – Pavement Repair. Contractor is responsible for damage to paved areas by construction equipment outside the limits of trench excavation.
- C. The bottom of the trench shall be prepared to provide a uniform and continuous bearing and support for the pipe on solid or compacted soil. Further, shallow depressions shall be made in the trench bottom to accommodate bellends. It is a requirement for bell or coupling holes to be excavated where no part of the load is supported bells couplings or fittings.
- D. Standard Trench Widths:

Refer to the Standard details prepared by the City of Fayetteville Engineering Division.

| Minimum                           | Maximum                           |
|-----------------------------------|-----------------------------------|
| Outside pipe diameter + 12 inches | Outside pipe diameter + 24 inches |

Notes:

- (1) Pipe diameters larger than 24 inches may require specific project trench design
- (2) Site specific soil conditions may require specific project trench design
- (3) Trench widths may vary per specific project trench design to comply with Section 2003 TRENCH SAFETY/PROTECTIVE SYSTEMS

- E. Unless approved otherwise by the designated City engineer, limit trench excavation to one hundred (100) feet ahead of the completed pipe work and backfill. The City, or the Engineer of Record, may lower this limit in traffic or congested areas.

### **3.06 EMBEDMENT AND BACKFILLING - GENERAL**

- A. Install all water and sewer pipe using approved embedment materials only.
- B. Structure foundation subbase or structure concrete sub-foundations require project specific design.
- C. Backfilling includes refilling and compacting the fill in the excavation to the elevations indicated. Backfilling includes initial back fill, final backfill and surface materials.
- D. All backfill shall be placed in layers of appropriate thickness and compacted using a mechanical, hydraulically-powered vibratory trench compactor or other equivalent equipment.
- E. Unless designed otherwise by the Engineer of Record, use select native materials for backfilling in unpaved areas (only).
- F. Where trenches are to be located beneath existing or proposed streets, drives, and parking areas, all backfilling procedures shall be in accordance with the Standard details prepared by the City of Fayetteville Engineering Division.
- G. Compaction testing will be provided by the contractor utilizing an independent testing agency approved by the City.

### **3.07 EMBEDMENT AND BACKFILLING PIPE ADDITIONAL REQUIREMENTS**

- A. A continuous and uniform embedment shall be provided in the trench for buried pipe. Embedment materials shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe.
- B. Install embedment materials in no greater than eight (8) inch compacted lifts. Install embedment materials from six (6) inches below the bottom of the pipe to six (6) inches above the top of the pipe. Shovel slice bedding beneath the pipe haunches.
- C. Unless approved otherwise by the designated City engineer, compact all embedment material to a minimum density of 90% standard proctor as outlined in AASHTO T-99.
- D. Unless designed otherwise by the Engineer of Record for deep bury/installation the tracer wire will be installed on top of the pipe to a maximum of six (6) inches above the top of pipe.
- E. Pipe marking tape shall be provided in all trenches for water or sewer line construction. Installation shall be per manufacturer's recommendations and shall be as close as practical to finished grade while maintaining a required minimum of 18 inches between the marking tape and the top of any pipe line.
- F. Provide a minimum cover of thirty-six (36) inches over the top of sewer pipe.

- G. Provide the following cover for water pipe:
1. Minimum depth to the top of pipe for all water main lines less than 12- inches diameter shall be 3.0 feet.
  2. Minimum depth to the top of pipe for water lines 12 –inches diameter and greater shall be 4.0 feet.
  3. Maximum water line cover shall be 5.0 feet under normal conditions. Cover greater than 5.0 feet shall be allowed for short distances where required by field conditions and approved by the City.
  4. Minimum depth of all water service lines from the main to the water meter shall be 30-inches.
- H. The maximum depth of bury for PVC pipe as a standard specification is sixteen (16) feet. Any depths of bury greater than sixteen (16) feet require project specific design by the Engineer of Record or the use of ductile iron pipe.
- I. Install pipe in accordance with Section 3100 and Section 4100.
- J. Backfill and compact the excavation.
- K. Maintain all temporary surfaces in good condition until permanent repairs are complete.

### **3.08 MISCELLANEOUS STRUCTURES**

- A. Excavate a sufficient distance from walls and footings to allow for forms, protective systems and observation.
- B. Backfill as indicated on Standard details prepared by the City of Fayetteville Engineering Division or project specific drawings.

### **3.09 BORES/PIPE BORING**

- A. Bores, pipe boring, pipe jacking and similar installations of encasement and carrier pipes are indicated in SECTION 3400 BORES AND STEEL ENCASEMENT PIPE.

**END OF SECTION 2300**

## **SECTION 2400 GENERAL INSTALLATION INFORMATION AND PROCEDURE**

### **1.01 GENERAL**

- A. Before installation of pipe and appurtenances, the trench bottom shall be graded so uniform support of the pipe and appurtenances are provided per Section 2300 Excavation, Backfilling and Compaction.
- B. Comply with the recommendations of AWWA C600 and AWWAC605 latest editions, except as modified, limited and/or further specified within these specifications.
- C. Additional sewer specific and water specific requirements are found in Sections 3100 and 4100 respectfully.

### **1.02 HANDLING PIPE MATERIALS**

- A. The Contractor shall handle the material with the utmost care and in a manner to prevent damage to the materials, material coating and lining during loading, hauling, unloading, and installation operations. Hooks, chains, or cables shall not come into contact with the exterior/interior of pipeline materials. It is recommended to use approved nylon straps or approved clamps to handle pipeline material. Material damaged shall be replaced at the contractor's expense.
- B. Hooks shall not be in contact with the pipe interior and to the extent possible the interior of the pipeline materials shall be kept free from dirt and foreign matter.
- C. Pipeline materials, including valves, hydrants and fittings shall be drained and stored in a manner to protect them from damage by freezing. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.
- D. Proper implements, tool and facilities shall be provided and used by the Contractor for the safe execution of the work.
- E. All foreign matter or dirt shall be removed from the inside of the pipe and appurtenances before lowering into the trench and the pipe interior shall be kept clean during and after laying. A swab shall be kept in the water line as long as the pipe is being laid. Care shall be taken to prevent dirt from entering the joint space. When pipe laying is not in progress, the open ends of the pipe shall be closed by installing a plug or cap of sufficient design to prevent trench water, foreign matter and dirt from entering the pipe.
- F. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workman like manner without damage to the pipe or pipe lining. Torch cutting is not permitted. All pipe shall be cut at 90 degrees to the pipe centerline. Cutting at other angles to provide greater deflections at joints shall not be permitted. Field welding or welding except by the pipe manufacture shall not be permitted.

- G. Cut ends shall be beveled according to the manufacturer's recommendation to prevent damage to the bell gasket.

### **1.03 PIPE INSTALLATION - GENERAL**

- A. Install PVC pipe and DIP as recommended by the manufacturer and as follows.
- B. Inspect each joint of pipe carefully internally and externally before it is placed in the trench. Plainly mark and separate from the remaining pipe any joint found to be cracked, warped, or otherwise damaged. Remove these damaged joints from the project site as soon as possible.
- C. Unless otherwise designed by the Engineer of Record and approved by the City, all pipe shall be laid with bell ends facing the direction of; and for lines on appreciable slopes, bells shall face upgrade.
- D. No pipe shall be laid in water, or when the trench condition or the weather is unsuitable for such work.
- E. The pipe, fittings, valves, fire hydrants, meter boxes, manholes and other appurtenances shall be constructed to conform to the location, line size and material and grades specified or indicated on the approved plans.
- F. When necessary to deflect PVC pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of one degree (1°) (equal to 4 inches per 20 feet).
- G. When necessary to deflect DIP pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of three degree (3°) (equal to 12 inches per 20 feet).
- H. Pipe barrel bending shall not be allowed.
- I. All buried iron pipes, valves, and fittings shall be double poly wrapped.
- J. Valves and fire hydrants shall be set with operating stem and nut plumb.

### **1.04 JOINTING PVC AND DUCTILE IRON PIPE AND FITTINGS**

- A. Make all pipe joints in strict accordance with the manufacturer's recommendation and as follows for the particular type of connection. Make all joints watertight in accordance with the latest ASTM Standards.
- B. Prior to jointing the pipe, and/or fittings, the plain ends of the pipe and the bells of the pipe and fittings shall be thoroughly cleaned using a soapy water and cloth or brush, removing

all foreign materials from the bells, especially the gasket seats. Any burrs or imperfections in that part of the plain end or bell, which will be in contact with the gasket, shall be removed.

- C. The clean rubber gasket shall be inserted in the bell and a thin film of lubricant shall be applied per the manufacturer's recommendations. Pipe lubricants specified by the pipe manufacturer shall be used. For water lines the contractor shall lubricate the gaskets and/or spigots with the manufacturer's recommended and NSF-61 approved lubricant.
- D. The cleaned plain end shall initially be entered into the bell straight. The plain end shall be pushed inside the gasket and bell until it strikes the end of the interior of the bell, after which the end of the pipe will be moved sideways or as specified by the manufacturer's requirements to move the pipe slightly away from the home position to allow for expansion and to provide flexibility for the complete pipeline.
- E. When connecting the pipe or fittings according to manufacturer's requirements, care shall be taken to avoid damage to where the pushing device or machine contacts the pipe. A wood block or suitable pad shall be placed between the pipe and that part of the pushing device which contacts the pipe or fitting.
- F. All plain ends that enter a push-on bell shall be beveled as specified by manufacturer requirements. All cut pieces or ends of pipe of other classifications shall be so beveled.
- G. All buried iron pipes, valves, and fittings shall be double poly wrapped.

#### **1.05 JOINTING FLANGED PIPE AND FITTINGS**

- A. The faces of all flanges shall be thoroughly cleaned and all burrs or imperfections removed with a steel brush.
- B. Surface coating or lining touch up shall be provided to match original coating or lining.
- C. Gaskets shall be AWWA approved of 1/16 inch minimum thickness.
- D. All bolts and nuts shall be cleaned and lubricated prior to tightening. Bolts on opposite sides shall be tightened alternatively to the torque recommended by the manufacturer.

#### **1.06 JOINTING MECHANICAL JOINT PIPE AND FITTINGS**

- A. Comply with AWWA C600 Table I latest edition and the manufacturer's recommendations.

The range of torque for pipe size and bolt size varies per application. The Engineer of Record shall furnish to the City as a submittal the project specific materials used and the range of torque required for the assembly and materials.

The AWWA C600-10 Table I Mechanical-joint bolt torque includes:

| Joint Size<br>In. | Bolt Size<br>In. | Range of Torque<br>ft-lbs |
|-------------------|------------------|---------------------------|
| 3                 | 5/8              | 45-60                     |
| 4-24              | 3/4              | 75-90                     |
| 30-36             | 1                | 100-120                   |
| 42-48             | 1 1/4            | 120-150                   |

- B. The spigot end of the pipe, the bell of the connecting pipe, and the rubber gasket shall be thoroughly cleaned using soapy water and cloth, removing all foreign materials from the bells, especially the gasket seats as specified for push-on joints. Clean the gland in a similar manner. An approved pipe lubricant shall be applied to the spigot end of the pipe and the gasket.
- C. After the gland and gasket are placed on the spigot end of the pipe, a sufficient distance from the end to avoid fouling the bell, insert the spigot end in the fitting bell to the point of firm contact with the bell shoulder. Then advance the rubber gasket into the bell and seat in the gasket seat. Hammering the gasket into the seat is not permitted. Exercise care to center the spigot end within the bell. Bring the gland into contact with the gasket, enter all bolts, and make all nuts hand tight. Exercise continued care to keep the spigot centered in the bell.
- D. Make the joints tight by turning the nuts with a torque wrench: First partially tighten a nut, then partially tighten the nut 180 degrees away from it. Work around the pipe with uniformly applied tension until the required torque is applied to all nuts.
- E. The Contractor shall provide a torque wrench suitable for measuring tension on bolts.
- F. Proper actuation of the gripping wedges for restraining glands shall be ensured with torque limiting twist off nuts. Tightening sequence shall be as follows. First partially tighten a nut, then partially tighten the nut 180 degrees away from it. Work around the pipe with uniformly applied tension until the required torque is applied to all nuts. Failure to follow proper the proper tightening sequence will result in the disassembly of the joint, removal of the current restraining gland, and installation of a new restraining gland. Any damage to PVC pipe shall be removed as well.
- G. All buried iron pipes, valves, and fittings shall be double poly wrapped.
- H. The rubber gasket and joint bolts of mechanical joint retainer glands shall be installed in accordance with the above section. Set screws shall be tightened evenly to approximately 75 ft-lbs or as recommended by the manufacturer.

#### **1.07 TRACER WIRE**

- A. Comply with Arkansas Law Section § 14-271-111 (a)(2) which includes: “In addition to the foregoing, all underground facilities installed after January 1, 1996, shall be permanently marked with tracing wires of appropriate durability or in other manner



which will enable the operator to trace the specific course of the underground facility.”, and as follows:

- B. Tracer wire shall be installed on all buried pipelines including water mains, water leads and water service lines without regard to pipe material. Tracer wire shall be installed on all buried sewer gravity mains, sewer force mains and gravity or pressure sewer services/sewer laterals without regard to pipe material.
- C. Unless designed otherwise by the Engineer of Record for deep bury/installation the tracer wire shall be installed directly on, to 6-inches above, the top of the pipe.
- D. As designed by the Engineer of Record and approved by the designated City engineer or Utilities Director, the tracer wire will terminate and/or connect at:
  - 1. An approved site specific application tracer wire box as manufactured by Copperhead Industries, LLC. or approved equal or,
  - 2. CAD welded to the cast iron manhole frame or,
  - 3. Terminate in a valve box as designed by the Engineer of Record and approved by the designated City engineer or Utilities Director.The termination or installation of tracer wire interior to a manhole is prohibited.
- E. Unless approved otherwise by the Engineer of Record and the City’s designated engineer, all tracer wire installation will include a grounding anode at the termination and/or connection locations.

#### **1.08 MARKING TAPE**

- A. Marking tape shall be installed on all buried water or sewer pipelines without regard to pipe material. This includes gravity sewer mains, sewer force mains, gravity sewer laterals, water mains and water services.
  - 1. Marking tape shall be installed 18-inches above the top of pipe.

#### **1.09 CONCRETE MITIGATION DAM**

- A. Water and sanitary sewer designs shall include the effects of the trench functioning as drainage or groundwater conveyance.

Where indicated on the approved plans, or determined by the Engineer in the field, concrete dams or concrete dams with slotted drainage pipe will be constructed at each connection location of new sewer pipe to the existing sewer system. Concrete dams with, or without slotted drainage pipe will be provided to help control the migration of groundwater from the new sewer trench to the exiting sewer system or adjacent property.

Concrete dams shall be constructed in the sewer trench, outside the limits of excavation for manholes. Slotted drainage pipe where used will terminate in an approved drainage conveyance.

- B. Hand excavate around the sewer pipe into undisturbed earth a minimum of six inches into bottom of the trench and the trench wall perpendicular to the pipe. The hand excavated void around the pipe shall be filled with concrete and a form shall be used to hold the concrete in place. The form may be left in place after backfilling and restoration. The concrete dam shall be 8-inches thick, non-reinforced and extend to the elevation indicated on the approved plans.
- C. Slotted drainage pipe (“trench drains) shall also be provided at concrete dams or low points from the bedding to defined drainage when required by the City.

#### **1.10 INSTALLATION OF POLYETHYLENE PROTECTION MATERIAL**

- A. Comply with the recommendations of AWWA C105 latest edition and as follows.
- B. Two layers (“double wrapped”) of polyethylene material minimum 8 mils thickness, either in tubing form or in the form of flat sheet or rolls shall be placed around all buried mechanical joints of pipe and fittings, valves, fire hydrants, and all saddles, sleeves, and couplings, tapping saddles, and any other appurtenance with exposed bolts. Any and all iron or steel components installed below ground shall be wrapped with the polyethylene material.

Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal

- C. Ductile iron and steel pipe and appurtenances shall be completely encased in polyethylene tubing material. It is not the intent that the material form an enclosure that is absolutely air or water tight, but to prevent pipe to soil contact.
- D. All tongs, cables, or chains that are used for lifting pipe and appurtenances that have been encased in polyethylene material shall be adequately padded to prevent damage to the material.
- E. Repair any rips, punctures, or other damage to the polyethylene with tape or with a short length of polyethylene tube cut open, wrapped around the pipe and secured in place.
- F. Polyethylene material shall be stored on the job site in such a manner that it is not exposed to direct sunlight. Exposure during installation shall not exceed forty-eight (48) hours.
- G. Backfill material shall be the same as specified for pipe without polyethylene wrapping. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill. Backfill material shall be free from cinders, refuse, boulders, rocks, stones, and/or other material that could damage polyethylene.

**END OF SECTION 2400**

## **SECTION 3000        SEWER PIPE, FITTINGS AND MATERIALS**

### **PART 1 - GENERAL**

#### **1.01    WORK INCLUDED**

- A.    This section covers pipe, pipe joints, and fittings and other materials for sanitary sewer pipelines and sewer service lines.
- B.    Use only pipe, fittings, adapters and appurtenances approved by the City of Fayetteville.
- C.    Use bends, tees, plugs, wyes, or other approved fittings constructed from the same material as the pipe in which they are installed. Use only standard, approved fittings.
- D.    The Standard Specification include pipe and fitting in diameters up to and including 18-inch diameter. Pipe and fittings for nominal pipe diameters/sizes greater than 18-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

#### **1.02    SUBMITTALS**

- A.    Use of materials other than those specifically listed below is prohibited.
- B.    Submit the manufacturer's certificate that the materials meet with these Specification requirements including material testing requirements.

### **PART 2 – PRODUCTS/MATERIALS**

#### **2.01    PROHIBITED PIPE MATERIALS**

- A.    The following materials are specifically forbidden for use either in city sewers or service lines:
  - 1.    Asphalt impregnated fiber tube pipe.
  - 2.    Clay pipe.
  - 3.    Concrete pipe.
  - 4.    Open profile PVC pipe as defined in ASTM F794.
  - 5.    “No Hub” cast iron soil pipe or other non bell and spigot pipe.

#### **2.02    SERVICE LINES AND FITTINGS**

- A.    Service lines shall typically be four (4) inches in diameter PVC pipe and PVC fittings. Six (6) inch PVC services may be approved when constructed to the same standards as sewer main lines.

- B. Four (4) inch PVC pipe and PVC fittings for service lines shall be SCH 40, glue joints, and shall be completely bedded as required for larger diameter PVC pipe.

### **2.03 CLEANOUTS**

- A. Cleanouts shall be two-way opposing, SCH 40 PVC “Memphis Code” style. The riser pipe shall be topped off with a screw type plug.
- B. Cleanouts shall not be installed in areas of surface depressions or features that pond water.
- C. All cleanouts installed in asphalt or concrete shall be protected by a cast iron short bodied valve box, Model 70 as manufactured by East Jordan Iron Works or approved equal.

All cleanouts installed in areas other than asphalt or concrete including but not limited to lawn areas, will have the cleanout and cap protected from damage by a cast iron short bodied valve box, meter box or other method approved by Utilities Director.

### **2.04 POLYVINYL CHLORIDE (PVC) GRAVITY SEWER PIPE (Solid Wall)**

- A. PVC pipe for gravity sewer mains or force mains shall be green in color and imprinted with “SEWER”.
- B. Pipe fifteen (15) inches in diameter and less: conform to ASTM D 3034. Maximum standard dimension ratio (SDR) shall be twenty six (SDR 26).
- C. Pipe greater than (15) inches in diameter: conform to the requirements of ASTM F 679 with pipe stiffness designed for the specific site and project. Sanitary sewer larger than 15 inch diameter require specific review and approval from the City.
- D. Joint connections for internal or external pressure less than 25-ft head: push on, flexible watertight elastomeric gaskets conforming to ASTM D 3212. Joint connections for internal or external pressure equal to or greater than 25-ft head require specific project design and City approval.
- E. Marking In addition to “SEWER” provide: The date of manufacture, class of pipe, specification designation, size of pipe, name or trademark of manufacturer, and identification of plant/location shall be legibly marked on the outside of each pipe section in accordance with the ASTM D-3034.

### **2.05 DUCTILE IRON PIPE FOR GRAVITY MAINS**

- A. Gravity Sanitary Sewer ASTM A 746: Ductile Iron Pipe Gravity Sewer Pipe
- B. Minimum Pressure Class shall be as follows:

- |    |                     |         |
|----|---------------------|---------|
| 1. | 18-inch and smaller | 350 psi |
| 2. | 24-inch             | 250 psi |

3. 30-inch and greater 200 psi
- C. Joint connections, pipe and fittings:
1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
  2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
  3. Grooved and shouldered ANSI/AWWA C606.
- D. Weights and Marking: Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The class designations for the various classes of pipe and fittings shall be cast onto fittings in raised numerals, and cast or stamped on the outside of each joint of pipe. Weights shall be plainly and conspicuously painted in white on the outside of each joint of pipe and each fitting after the exterior coating has hardened.
- E. Corrosion Control:
1. Interior:  
  
All Ductile Iron Pipe and fittings used for sewer shall have an epoxy ceramic interior protective lining and exterior protective coating. The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.
  2. Exterior:  
  
Where requested by the City, or indicated in the specific design by the Engineer, all Ductile Iron Pipe and fittings used for sewer shall have in addition the interior ceramic epoxy lining an ceramic epoxy exterior coating meeting the same requirements of the ceramic epoxy interior protective lining, Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.  
  
Ductile Iron Pipe and fittings not required to have an epoxy ceramic exterior coating shall be supplied with manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe Research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons (<https://www.dipra.org/ductile-iron-pipe-resources/frequently-asked-questions/corrosion-control>).
  3. Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5.
  4. Additional corrosion control methods including cathodic protection may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPRA publication "The Design Decision Model for Corrosion Control of Ductile Iron Pipe" latest edition.

## **2.06 DUCTILE IRON FITTINGS**

- A. All ductile iron fittings for Ductile Iron Pipe (DIP) shall conform to the requirements of ANSI/AWWA C153/A21.53, latest revision, for Ductile Iron Compact Fittings. All fittings shall be MJ x MJ. All ductile iron fittings shall have an interior ceramic epoxy lining suitable for sewer service.
- B. All ductile iron fittings for PVC pipe shall be full body, 350 PSI rating and shall conform to the requirements of ANSI/AWWA C110/A21.10, latest revision, for Ductile Iron and Gray Iron Fittings. All ductile iron fittings shall be MJ x MJ. All ductile iron fittings shall have an interior ceramic epoxy lining suitable for sewer service.

## **2.07 INTERIOR CERAMIC EPOXY LINING FOR DUCTILE IRON PIPE AND FITTINGS**

- A. Provide a minimum 40 mil nominal dry film thickness protective lining consisting of a ceramic epoxy specifically designed for wastewater environments. The ceramic epoxy will contain at least 20% by volume ceramic material.

The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

- B. All cut ends and other areas requiring repair shall be immediately repaired with a manufacturers supplied field ceramic epoxy touch-up kit.

## **2.08 POLYETHYLENE ENCASEMENT (PIPE WRAP)**

- A. Polyethylene encasement shall be in conformance to ANSI/AWWA C105, latest revision. The virgin linear low-density polyethylene film shall have a minimum normal thickness of .008 inches (8 mils), and shall be provided in either flat tube or sheet form.
- B. The color shall be black with nominal 2% carbon black UV inhibitor and printed per the AWWA C105 standard.
- C. Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal, at least 2-inches wide, and installed as per the Polyethylene Encasement Installation Guide published by DIPRA. Duct Tape is not permitted.
- D. All buried iron pipe and fittings shall be double poly wrapped.

## **2.09 CENTRIFUGALLY CAST FIBERGLASS GRAVITY SEWER PIPE**

- A. Fiberglass gravity sewer pipe is not a Standard Specification.

- B. Fiberglass gravity sewer pipe will be considered on specific case by case basis in accordance with Sections 1000 1.01 B and 1000 1.07 A. Approval will be project specific and requires approval from the Utilities Director.

## **2.10 REINFORCED FLEXIBLE RUBBER COUPLINGS**

- A. Materials: Chemical resistant rubber. Flexible rubber coupling shall be Fernco or approved equal.
- B. Flexible rubber coupling shall be reinforced with a stainless steel shear ring.
- C. Clamping bands: two (2) each stainless steel bands.
- D. Dimensions: Inside diameter to fit the outside diameter of the different pipe materials being connected: take care that proper alignment is maintained and the spacing between pipes does not exceed 1/2 inch as shown in the City Engineering Standard Detail Drawings.

## **2.11 SERVICE SADDLES**

- A. A composite saddle using a virgin SBR compound gasket (ASTM D-2000) and a ductile iron saddle casting (ASTM A 536), Romac or approved equal.
- B. All saddles shall be approved by the Engineer prior to installation.

## **2.12 SERVICE WYES**

- A. The wye material and joint type must match that of the mainline pipe.
- B. Wyes shall terminate in a bell suitable for connection of a 4 inch SCH 40 PVC service line pipe as specified herein.

## **2.13 MECHANICAL JOINT RETAINER GLANDS**

- A. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes greater than 18-inch are not a Standard Specification. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.
- B. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes 3-inch through 18-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.
- C. Mechanical joint retainer glands shall be made from ductile iron and shall be designed for a working pressure of at least 350-psi for 3-inch through 16-inch ductile iron pipe, at least 305-psi for 3-inch through 12-inch PVC, and at least 250-psi for 18-inch ductile iron pipe.

- D. Retainer glands shall have an approved coating system for corrosion resistance equivalent to EBAA MEGA-BOND® and manufacturing traceability. Retainer glands shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).
1. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).
  2. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc. (USA only), or Star Pipe Products (USA only).

## 2.14 PIPE BELL RESTRAINTS

- A. Bell restraint devices for nominal pipe sizes greater than 18-inch are not a Standard Specification. Bell restraint devices for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements, and as follows.
- B. Bell restraints for AWWA C900 PVC sizes 4-inch through 12-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.
- C. Bell restraints for SDR26 PVC sizes 6-inch through 18-inch shall be provided as required. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.
- D. Bell restraints for Ductile Iron Pipe sizes 4-inch through 18-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.
- E. When all-thread attachments are required, **eye-bolt style attachments are not acceptable.** Romac “Ductile Lug” style attachments or approved equal shall be used. All-threads shall be made of 316 stainless steel.

## 2.15 BOLTS

- A. All bolts and nuts for valves, fittings, and restraints shall be 316 stainless steel unless specified otherwise. **Anti-seize lubricant shall be used when assembling all stainless steel hardware to reduce galling.**

## 2.16 FORCE MAIN MATERIALS

- A. Each material acceptable for force main construction is described below. **The Engineer shall submit a design fatigue analysis to determine which material will be used.**



- B. The City may require that force main be constructed in such a fashion that they may be converted to gravity sewer lines at a later date with the only modification to be adding manholes.

## **2.17 POLYVINYL CHLORIDE (PVC) PIPE FOR FORCE MAINS**

- A. PVC pipe less than 4 inches in size shall be manufactured in accordance with ASTM D-2241 and be SDR 13.5.
- B. PVC pipe 4 inches through 12 inches in size shall be manufactured in accordance with AWWA C900, latest revision, and shall be DR 14.
- C. PVC pipe, couplings, and fabricated fittings shall be made from virgin PVC resin that has been compounded to provide physical and chemical properties that equal or exceed cell class 12454 as defined in ASTM D1784, latest revision. Clean, reworked material generated from the manufacturer's own production shall be acceptable as long as the pipe produced meets all the requirements of the Specifications.
- D. Joints for PVC pipe shall conform to ASTM Specification D-3139, latest revision.
- E. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.
- F. Marking on pipe and shall include the following and shall be applied at intervals of not more than 5 feet.
  - 1. Nominal size in inches and OD base (for example, 4 CI).
  - 2. PVC.
  - 3. Dimension ratio (for example, DR 14).
  - 4. AWWA pressure class (for example, PC 305).
  - 5. Test pressure for hydrotested pipe (for example, T330) or if not tested, "NOT HYDROSTATIC PROOF TESTED."
  - 6. AWWA designation number for this standard (ANSI/AWWA C900 or ASTM D-2241).
  - 7. Manufacturer's name or trademark and production run record or lot code.
  - 8. Seal (mark) of the testing agency verifying the suitability of the pipe material for potable-water service.
  - 9. "SEWER".

## **2.18 DUCTILE IRON PIPE FOR FORCE MAINS**

- A. Ductile Iron Pipe shall conform to the requirements of "Ductile-Iron Pipe, Centrifugally Cast" AWWA Standard C151/A21.51, latest revision.

- B. Ductile iron pipe shall be designed in accordance with the requirements of "Thickness Design of Ductile-Iron Pipe", ANSI/AWWA C150/A21.50, latest revision. Minimum pressure class shall be 250 psi.
- C. Joint connections, pipe and fittings (latest revision):
1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
  2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
  3. Grooved and shouldered ANSI/AWWA C606.
- D. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.
- E. Weights and Marking: Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or metal stamped on the pipe, and letters and numerals on pipe sizes 14 in. (356 mm) and larger shall be not less than 1/ 2 in. (13 mm) in height.
- F. Corrosion Control

1. Interior:

All Ductile Iron Pipe and fittings used for sewer shall have an epoxy ceramic interior protective lining and exterior protective coating. The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

2. Exterior:

Where requested by the City, or indicated in the specific design by the Engineer, all Ductile Iron Pipe and fittings used for sewer shall have in addition the interior ceramic epoxy lining an ceramic epoxy exterior coating meeting the same requirements of the ceramic epoxy interior protective lining, Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

Ductile Iron Pipe and fittings not required to have an epoxy ceramic exterior coating shall be supplied with manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons.

3. Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5 and SECTION 3000 2.06 of this specification.

4. Additional corrosion control methods including cathodic protection may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPORA publication "The Design Decision Model for Corrosion Control of Ductile Iron Pipe" latest edition.

All cut ends and other areas requiring repair shall be immediately repaired with a manufacturers supplied field ceramic epoxy touch-up kit.

## **2.19 VALVES FOR FORCE MAINS**

- A. Gate valves up to 8-inch shall be the same as water valves as specified in Section 4000.
- B. Valves greater than 8 inches require project specific design and City approval.
- C. Full port (100% area) plug valves shall be AWWA C517, latest revision shall be manufactured by Val-Matic or Dezurik PEC.
- D. Valves shall be installed along the length of the force main, not to exceed 1000' unless a variance is approved by the City for long force mains. All valve boxes shall be marked sewer. An empty valve box shall be installed in the vicinity of the discharge manhole and at fittings that cause a change in direction where the tracer wire can be brought to grade for a point of connection to aid in tracing the force main. A 2-inch SCH-40 PVC pipe shall be installed in the empty valve box. The pipe shall have a pipe marker label affixed and further labeled "No Valve, Tracer Wire Only." All lids shall have the word "SEWER" and a concrete pad with a minimum of 18 inches square or round dimension as appropriate. This shall be for both paved and unpaved applications.

## **2.20 AIR / VACUUM RELIEF VALVES**

- A. Sanitary sewer force mains shall be designed to avoid the need for air or vacuum release lines. If possible, force mains shall be designed without high points and with the top of the force main below the hydraulic grade line at the minimum pumping rate so that relief valves will not be needed.
- B. If high points in the force main cannot be eliminated, a stainless steel A.R.I. Flow Control Accessories sewage air release valve or approved equal shall be installed at each significant high point where air could become trapped. The air release valve shall be installed in a manhole structure in accordance with the requirements of Section 3300-Manholes, and provisions shall be required for draining the structure. A high point shall be considered significant if it is 2 feet or more above the minimum hydraulic grade line, or, when pumping is intermittent, above the static head line.

## **2.21 TRACER WIRE**

- A. Tracer wire shall be 12-gauge solid coated copper or 14-gauge coated copper clad steel for underground burial.
- B. Jacket color shall be GREEN, and made of High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) designed for direct burial.
- C. Connectors shall be used for all splices or repairs. Connectors shall be moisture displacement style as manufactured by 3M DBR, or equal.
- D. A locate or conductivity test shall be performed prior to signing off on the project.
- E. The tracer wire will terminate and/or connect at:
  - 1. An approved site specific application tracer wire box as manufactured by Copperhead Industries, LLC. or approved equal or,
  - 2. CAD welded to the cast iron manhole frame or,
  - 3. Terminate in a valve box as designed by the Engineer of Record and approved by the designated City engineer or Utilities Director.

The termination or installation of tracer wire interior to a manhole is prohibited.

## 2.22 MARKING TAPE

- A. Non-metallic sanitary sewer marking tape shall be warning tape as manufactured by Rhino Marking and Protection Systems, Harris Industries, Inc., or approved equal.
- B. Tape shall have a minimum thickness of 4 mils and manufactured with heavy metal-free polyethylene tape that is impervious to all known alkalis, acids, chemical reagents, and solvents found in soil. The minimum overall width of the tape shall not be less than 3-inches. Standard rolls shall be 1000' length.
- C. The tape shall be color coded Safety Green and imprinted with the following message:  
Caution – Buried Sewer Line Below.

## 2.23 SEWER LINE MARKERS

- A. Sewer line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380), or approved equal. All markers shall be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360), or approved equal and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, SEWER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998". The label shall also include the official City Logo and be white in color with green and black lettering. The label shall be affixed to two sides of the marker. **An additional white 1" wide reflective tape (3M or equal) shall be placed around the full circumference of**

**the top of the marker.** Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.

- B. Sewer line pipeline markers shall be installed beside all manholes that are located in easements and backyards. Manholes located in front yards and in streets do not require markers.
- C. Sewer line pipeline markers shall be installed along sewer force mains at valves and at significant fittings that cause a change in direction.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. General Installation: refer to Section 2400
- B. Sanitary Sewer Pipelines: Refer to Section 3100
- C. Sanitary Sewer Service Lines: Refer to Section 3200

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**END OF SECTION 3000**

## **SECTION 3100 INSTALLATION OF SEWER PIPE, FITTINGS, AND MATERIALS**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Installation of sanitary sewer pipelines.
- B. Installation of sanitary sewer service lines.
- C. Point repairs on existing sanitary sewer pipelines.

#### **1.02 DEFINITIONS**

- A. New Sewer Lines – Sewer lines installed in such a manner that there is no sewage flow during construction.
- B. Replacement Sewer Lines – Sewer lines installed in a trench while there is a flow from "live" service connections.
- C. Point Repairs - Replacement of a short section (less than 50 feet in length) in an existing sewer lines.
- D. Force Mains - Sewer pipelines that transport wastewater under pressure from a pump station to a discharge point.
- E. City Sewer Main - A public sanitary sewer in which all owners of abutting properties have equal rights and is maintained and controlled by the City of Fayetteville. No sewer line smaller than six (6) inches in diameter is a city sewer.
- F. Service Line - The sewer which conveys the discharge from a building's plumbing system or other approved waste system to the city sanitary sewer system. The service line begins at the connection to the city sanitary sewer and ends at the building foundation.

#### **1.03 GENERAL REQUIREMENTS**

- A. As specified elsewhere within these Specifications.

#### **1.04 QUALITY ASSURANCE**

- A. Inspect all service lines per Section 5200 - Inspection and Testing of Sanitary Sewer Pipelines, Manholes, and Service Lines.

## **1.05 ADDITIONAL REQUIREMENTS**

### **A. SHALLOW BURY**

Ductile iron pipe for sewer shall be required when the existing grade or the proposed finish grade, whichever is less, provides less than 36 inches of cover. The ductile iron pipe shall extend from manhole to manhole. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.

### **B. MAXIMUM DEPTH BURY PVC**

The maximum depth of bury for PVC pipe is sixteen (16) feet. Any depths greater than sixteen (16) feet require ductile iron pipe. The ductile iron pipe shall extend from manhole to manhole. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.

### **C. PIERS AND AERIAL CROSSINGS**

1. Aerial crossings and sewer pipe on piers shall be encased.
2. Aerial crossings, sewer pipe on piers and piers shall be designed by the Engineer of Record for the specific project and included within the project documents submitted to the City for review and approval.
3. Install concrete piers as indicated on the approved plans and per Section 3600 - Cast-In-Place Concrete.

### **D. GRADES EXCEEDING 15%**

1. Whenever the grade of the sewer line exceeds 15% (percent), ductile iron pipe shall be required. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.
2. Sewers on 15 percent pipe slope or greater shall be anchored securely with concrete anchors in accordance with the Water Standard details prepared by the City of Fayetteville Engineering Division and spaced as follows:
  1. Not over 36 feet center to center on grades 15 percent and up to 35 percent.
  2. Not over 24 feet center to center on grades 35 percent and up to 50 percent.
  3. Not over 16 feet center to center on grades 50 percent and over.
  4. Anchor collars should be placed on downstream side of bell.



Where no bell is available, a retainer gland shall be installed.

**E. COLD WEATHER INSTALLATION**

1. The City reserves the right to order pipe installation discontinued whenever, in its opinion, there is danger of the quality of work being impaired because of cold weather. The Contractor shall be responsible for heating the pipe and jointing material so as to prevent freezing of joints. Do not lay any pipe on frozen ground. No flexible or semi-rigid pipe shall be laid when the air temperature is less than 32° F unless proper precautions per the manufacturer's recommendations are taken by the Contractor and the method is approved by the Engineer and City.
2. When pipes with rubber gaskets or resilient-type joints are to be laid in cold weather, sufficiently warm the gasket or joint material so as to facilitate making a proper joint.

**D. Reinforced Flexible Rubber Couplings**

1. Install reinforced flexible rubber coupling only where dissimilar pipe materials are connected.
2. Take care that proper alignment is maintained and a maximum spacing between pipes does not exceed one-half inch.
3. Encase reinforced flexible rubber coupling in Class A concrete as shown on the City Engineering Standard Details.

**PART 2 - PRODUCTS**

- A. Specified elsewhere within these Standards.

**PART 3 – EXECUTION**

**3.01 WYE FITTINGS FOR SERVICE CONNECTIONS**

- A. Use in-line wye fittings for all service connections except on ductile iron pipe and polyethylene pipe.
- B. The wye material and joint type must match that of the mainline pipe.
- C. Use taps instead of wyes only on ductile iron pipe and polyethylene pipe.
- D. Install wye branches at the location of live services or as indicated on the construction plans. Install wye connections for services in accordance with the manufacturer's recommendations.

- E. Place Class "A" concrete under each wye branch to prevent cracking or twisting under earth loads.
- F. Mark wyes for future connections using marking tape, tracer wire, yellow nylon rope, and 1/2" x 4' rebar or fence tee-post.
- G. Terminate wyes for future connections in a bell suitable for connection of a four-inch SCH-40 PVC service line. Securely plug all wyes and service stubs for future connections.
- H. For Service Wye Details, see the City Engineering Standard Detail Drawings.

### **3.02 CLEANOUTS FOR SERVICE CONNECTIONS**

- A. Install cleanouts on service lines at the property line where the main line is in the paved right-of-way, as required by plumbing code, or as indicated on the construction plans and as further specified in Section 3200.
- B. For Cleanout Details, see the City Engineering Standard Detail Drawings.

### **3.03 BACKFILLING AND INSPECTION**

- A. Before backfilling, place concrete encasement at transitions between different types of pipe and around all flexible rubber couplings as shown on the Drawings. Use Class A concrete per Section 3600-Cast-In-Place Concrete.
- B. Before backfilling, install concrete anchor collars in accordance with the City Engineering or project specific details at the location and interval and shown on the Drawings. Use Class B concrete and reinforce with steel bars per Section 3600-Cast-In-Place Concrete.
- C. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting.
- D. Test the pipeline per Section 5200-Inspection and Testing of Sewer Lines, Manholes, and Service Lines.
- E. Repair all pavements per Section 6000-Pavement Repair.
- F. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.
- G. Repair sodded and grass areas to original condition.

### **3.04 CONNECTION OF NEW SEWER LINES TO EXISTING SEWER LINES**

- A. Construct, clean, test, and obtain Engineer's approval for sewer lines and manholes before connecting new sewer lines to the existing sewer.

- B. If, in the opinion of the Engineer, conditions exist which require connection prior to final line acceptance, plug all lines entering the manhole connecting to the existing system until the new system is accepted. In addition, plug the line leaving the first manhole upstream. Never allow water being used to flush the new lines to enter the existing system.
- C. All new sewer lines must connect to the existing system at a new or existing manhole. If a new manhole is built over an existing sewer line, do not break out the top of the existing pipe until the new line is accepted.
- D. If a new sewer line is to discharge into an existing manhole, divert the sewage flow around the existing manhole while the tie-in is under construction. Intercept the sewage flow at the existing manhole first upstream from the tie-in construction. Provide suitable pumping equipment and re-routing conduit to pump the sewage around the tie-in construction. Discharge into an appropriate manhole downstream from the construction.
- E. Connection to an existing manhole shall be made by core drilling. A concrete manhole adapter shall be installed on the sewer pipe, and the annular space grouted in accordance to Section 3300 – Manholes.
- F. Connect new sewer lines to existing manholes in a neat, workmanlike manner, to ensure a watertight connection.

### **3.05 GRAVITY SEWER LINE INSTALLATION – LIVE SEWER LINES AND POINT REPAIRS**

- A. Install sewer lines and point repairs as detailed above for new sewer lines with the following exceptions:
  - 1. Divert all upstream flow around the section to be replaced with plugs or pumps. The bedding must be kept dry during installation. If trench bottom is too wet, excavate wet portion and replace with bedding material.
  - 2. Make transitions to original pipe using materials and procedures specified. Take care that replacement pipe is aligned properly with no offsets. Install concrete encasement around transitions. Take care that no concrete from the encasement enters the existing pipeline. If this occurs, remove the concrete.
  - 3. At the end of each day's work, and when for any reason the laying of pipe will be discontinued for an appreciable period, place a temporary section of pipe in the live line.
  - 4. Pressure testing is not required. Visual and television testing are required.
  - 5. Mandrel testing is required.

6. Service line pressure testing is not required.
7. A temporary debris catcher, as shown in the City Engineering Standard Detail Drawings, shall be used in the downstream manhole.

### **3.06 FORCE MAIN PIPE INSTALLATION**

- A. Install all pipe and fittings to the line and grade as detailed on the Drawings. All bolted valves, fittings, etc. shall be installed the same as water lines. Refer to Section 4100.
- B. The force main shall have tape marked sewer wrapped around the pipe with complete revolutions not to exceed six feet (6'). Tape marked sewer shall also be installed in the trench 18" above the top of the sewer force main.
- C. Remove all dirt and other foreign matter from the inside of pipe and fittings before they are lowered into the trench. Keep pipe and fittings clean during and after laying. Take care to keep dirt out of the bells. Plug all pipe openings at the end of each day's work or when pipe laying is discontinued.
- D. Use proper equipment for lowering sections of pipe into trenches. Lower pipe carefully into the trench so the spigot and bell will not become contaminated.
- E. Cut pipe in a neat and workmanlike manner without damage to pipe or pipe lining when trimming joint length.
- F. Install pipe with bell ends facing in the direction of laying. Face bells upgrade on lines on an appreciable slope.
- G. When necessary to deflect pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of one degree (1°) (equal to 4 inches per 20 feet).
- H. Pipe barrel bending shall not be allowed.
- I. Before backfilling, install concrete thrust blocking and anchor collars in accordance with the project specific and/or City Engineering Standard Details on Plans and in accordance with SECTION 4100 Installation of Water Pipe, Fittings and Materials. Thrust blocking shall be designed based on pressures of at least 25 percent greater than the maximum pump design shutoff head plus a water hammer allowance with an appropriate factor of safety.
- J. All force mains shall be equipped with a Pig Launch & Retrieval System. Refer to City Engineering Standard Details.
- K. Sewer line pipeline markers shall be installed beside all manholes and valve boxes that are located in easements and backyards. Manholes and valve boxes located in front yards and in streets do not require markers.

- L. Test the pipeline per Section 5200-Inspection and Testing of Sewer Lines, Manholes, and Service Lines.
- M. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting. Repair all pavements per Section 6000-Pavement Repair. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.
- N. Repair sodded and grass areas to original condition.

### **3.07 WATER LINE CROSSINGS**

- A. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.
- B. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.
- C. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in twenty (20) feet of watertight encasement pipe, centered over the point of crossing. Crossings that are not perpendicular will require more than twenty (20) feet of encasement. The encasement shall extend a minimum of ten (10) feet perpendicular from the outside edges of the line that is not being encased. The ends of the encasement pipe shall be sealed watertight. Refer to Section 3400 – Steel Encasement Pipe.

### **3.08 STORM SEWER CROSSINGS**

- A. For maintenance purposes, sanitary sewers will be encased in steel encasement pipe wherever the sanitary sewer crosses significant utilities, significant drainage way(s), or other significant obstacles as determined by the design provided by the Engineer of Record or as requested by the designated City engineer.

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**END OF SECTION 3100**

## **SECTION 3200 INSTALLATION OF SEWER SERVICE LINES**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers:
  - 1. Installation of sanitary sewer service lines.
  - 2. Point repairs on existing sanitary sewer service lines.

#### **1.02 DEFINITIONS**

- A. City Sewer Main - A public sanitary sewer in which all owners of abutting properties have equal rights and is maintained and controlled by the City of Fayetteville. No sewer line smaller than six (6) inches in diameter is a city sewer.
- B. Service Line - The sewer which conveys the discharge from a building's plumbing system or other approved waste system to the city sanitary sewer system. The service line begins at the connection to the city sanitary sewer and ends at the building foundation.

#### **1.03 GENERAL REQUIREMENTS**

- A. Comply with the Arkansas Plumbing Code, the City of Fayetteville Codes and requirements and as specified elsewhere within these Specifications.

#### **1.04 QUALITY ASSURANCE**

- A. Inspect all service lines per Section 5200 - Inspection and Testing of Sanitary Sewer Pipelines, Manholes, and Service Lines.

#### **1.05 REFERENCES**

- A. Arkansas State Plumbing Code.
- B. City of Fayetteville Ordinance Chapter 173 BUILDING REGULATIONS including but not limited to 173.06 Plumbing Code.

### **PART 2 - PRODUCTS**

- A. Specified elsewhere within these Standards.

## **PART 3 - EXECUTION**

### **3.01 ADDITIONAL REQUIREMENTS**

#### **A. Bends**

1. Avoid using short radius ninety degree bends on 4" service lines.
2. Use only long sweep bends where bends are absolutely necessary.

#### **B. Cleanouts**

1. At the building foundation.
2. On lines longer than one hundred (100) feet, cleanouts are required at one hundred (100) foot spacing.
3. Install cleanouts adjacent to any ninety degree bend.
4. Install pipe on cleanout riser up to finish grade.
5. The cleanout shall be the same diameter as the pipe on which it is installed.

#### **C. Backwater Traps (Sewage check valve)**

1. Provide backwater traps as required by Section 715 – Backwater Valves of the Arkansas Plumbing Code or as shown on the Drawings.
2. Place backwater traps in a meter box to allow periodic servicing.

#### **D. Aerial Crossings and Piers**

1. Comply with Section 3100.

#### **E. Service line installation.**

1. Lay the service line on a straight alignment and at a constant slope. Install pipe at a minimum slope of one percent (1.00%); this equal's one-eighth inch fall per lineal foot (1/8" / LF).
2. Install bends on 4" service lines at all changes in alignment and slope. Cleanouts are required at 90 degree bends and every 100 feet on lines longer than 100 feet. Bends on 6" and larger service lines are only permitted within 5 feet of the building foundation and 2 feet of the manhole being connected to; if longer than 150 feet, bends are not allowed and manholes must be built.
3. "No-Hub" type pipe connections are not permitted.

#### **F. Reinforced Flexible Rubber Couplings**



1. Install a reinforced flexible rubber coupling only where dissimilar pipe materials are mated.
  2. Take care that proper alignment is maintained.
  3. Encase reinforced flexible rubber coupling in Class A concrete as shown on the City Engineering Standard Details.
- G. Tracer wire shall be installed from the public main to the building foundation and as further specified elsewhere.

### **3.02 SERVICE LINE CONNECTIONS TO CITY SEWER PIPELINES**

- A. Wye connection - Use existing wye or other prefabricated outlet if one has been left in the city sewer for sewer service to a lot unless it can be shown that the dwelling unit or building cannot drain by gravity to the wye.
- B. Taps
1. Where a wye or other prefabricated outlet in the city sewer is not available to serve a lot, a tap connection shall be installed at a location approved by the City to connect the building sewer to the city sewer.
  2. The City shall install all taps using approved materials and equipment after the tap fee has been paid.
- C. Manhole Taps
1. Manhole taps are only permitted on end-of-line manholes. Make manhole tap connections into existing manholes as indicated on the Drawings.
  2. Install manhole taps no more than twenty-four (24) inches above the manhole invert.
  3. Make manhole tap watertight and flush with inside surface of manhole.
  4. Manhole taps are considered as part of the service line and are subject to inspection.

### **3.03 SERVICE LINE REPLACEMENT/REPAIRS**

- A. Obtain permit per City of Fayetteville requirements.
- B. When possible, the existing tap or wye should be used to connect a repaired or replaced service line.
- C. When the existing wye or tap cannot be used, then the Contractor shall seal original wye or tap (to prevent entrance or rainwater or debris into the city sewer) and contact the City of Fayetteville to arrange for inspection of seal.
- D. Repair damaged portion in accordance with these specifications.

- E. If reinforced flexible rubber couplings are required, be sure to encase them in Class A Concrete as shown in the City Engineering Standard Details.
- F. Contact the City of Fayetteville to arrange for inspection of service line repair.

#### **3.04 RELOCATE SERVICE EXIT**

- A. Obtain Plumbing Permit from the City of Fayetteville.
- B. Relocate where the sanitary sewer line exits the structure and plug the old sewer line where it was cut to be rerouted.
- C. Coordinate the inspection of the work with the City Plumbing Inspector.

**END OF SECTION 3200**

## **SECTION 3300      MANHOLES**

### **PART 1 - GENERAL**

#### **1.01    WORK INCLUDED**

- A.     This section covers the materials and procedures used in the construction and repair of sanitary sewer manholes.

#### **1.02    SUBMITTALS**

- A.     Furnish Shop Drawings and Submittal Data for approval prior to the delivery of any pre-cast manhole sections.
- B.     Submit all materials for approval.

#### **1.03    MANHOLE DIMENSIONS AND LAYOUT**

- A.     The required dimensions on manholes are:
1.     Cone section height: 24 inches, minimum; 36 inches, maximum.
  2.     Throat section height: 18 inches, maximum.
- B.     Locate the manhole so the centerlines of all pipelines entering and leaving pass through the center of the manhole.
- C.     The following are minimum manhole diameters for sanitary sewers entering/exiting a manhole at the following range of angles:

#### MANHOLE DIAMETERS

| Pipe Size | Pipes Entering/Leaving<br>at 0° - 45° Bend | Pipes Entering/Leaving<br>at 45° - 90° Bend |
|-----------|--------------------------------------------|---------------------------------------------|
| 8" - 15"  | 48"                                        | 48"                                         |
| 16" - 30" | 60"                                        | 60"                                         |
| 33" - 42" | 72"                                        | 72"                                         |

### **PART 2 - PRODUCTS**

#### **2.01    WATER FOR MORTAR AND GROUT**

- A. Water: Potable water free from injurious amounts of acids, alkalis, oils, sewage, vegetable matter, and dirt.

## **2.02 CEMENT**

- A. Portland Cement, conforming to AASHTO M 85, Type I.

## **2.03 MANHOLE GROUT**

- A. Cementitious non-shrink grout for use in manholes shall be one specially formulated for stopping active infiltration and filling voids in manholes and similar locations. Grout mix shall provide a quick-setting, volume-stable, cementitious product suitable for patching the interior of manholes when mixed and applied according to the manufacturer's recommendations. Grout mix shall be Strong Seal QSR, or approved equal.

## **2.04 CAST-IN-PLACE MANHOLES**

- A. Construct with Class B concrete only as outlined in Section 3600 - Cast-In-Place Concrete.
- B. Reinforcement shall be as outlined in Section 3600 - Cast-In-Place Concrete.
- C. The frame for the cover shall be installed when the manhole is constructed.

## **2.05 PRECAST CONCRETE MANHOLES**

- A. Conform to the latest requirements of ASTM C478.
- B. Never transport sections to the site until they have achieved a minimum strength of 3,200 psi (80% of 4,000 psi design) as determined by a concrete cylinder test for the concrete batch.
- C. Mark each piece plainly with manhole numbers and date of manufacture so it can be installed in the proper location, as shown on the plans.
- D. Make sure factory-installed cutouts in the bottom section are appropriate for the pipe being laid.
- E. Pipe connections at manhole - Cutouts should be equipped with rubber boots to ensure a watertight connection. Material shall be equal to A-Lok compression connector or A-Lok G3 Boot System, as manufactured by A-Lok Products, Inc.
- F. Joint Sealant - Flexible rubber sealant for joints in pre-cast manhole sections shall provide permanently flexible watertight joints, shall remain workable over a wide temperature range and shall not shrink, harden or oxidize upon aging. Material shall be equal to RFS Prelubricated Gaskets by Press-Seal Gasket Corporation and shall meet ASTM C 443 and ASTM C 1619 (Classes C and E) requirements.

- G. No supplemental joint sealant material is permitted.
- H. All manhole joints shall be sealed with a 6-inch wide butyl external joint wrap material. Material shall be equal to Bidco Butyl Wrap as manufactured by NPC or Infi-Shield® Gator Wrap by Sealing Systems, Inc. The external joint wrap material must be approved by the City of Fayetteville.
- I. The frame for the cover shall be installed after the cone section is installed in the field.
1. Joint surfaces between the frame, adjustments, and cone section shall be free of dirt, stones, debris, and voids to ensure a watertight seal. Place a flexible butyl gasket joint material, E-Z STIK as manufactured by Press-Seal Gasket Corporation, or equal to ASTM C 990, Section 6.2 Butyl Rubber Sealants, minimum 1/2 inch thick, in two concentric rings along the inside and outside edge of each joint. Position the butt joint for each length of joint material on opposite sides of the manhole. No steel shims, wood, stones, or any material not specifically accepted by the Engineer may be used to obtain final surface elevation of the manhole frame.
  2. All grade adjustments, the exterior surfaces of the frame base, and four inches below the top of the manhole cone shall be cleaned with a wire brush and then waterproofed with trowelable bitumastic gasket material, Trowelable EZ-STIK #3 as manufactured by Press-Seal Gasket Corporation, or equal, in accordance with the manufacturer's specifications. A protective polyethylene cover shall be placed over the waterproofing material when backfilling, following sealing of the frame to the manhole. Trowelable bitumastic gasket material is not required if no grade adjustment rings are used.
  3. When grade adjustment rings are placed on the manhole structure to obtain proper grade, no more than 18 vertical inches from the top of the frame to the top of the manhole cone may be used.

J. REJECTION OF PRECAST MANHOLE SECTIONS

Precast reinforced concrete manholes, risers and tops shall be subject to rejection for failure to conform to any of the following specification requirements:

1. Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint;
2. Defects that indicate imperfect proportioning, mixing and molding;
3. Surface defects indicating honeycombed or open texture;
4. Damaged ends, where such damage would prevent making a satisfactory joint;
5. Infiltration into manhole exceeding allowed limits;
6. The internal diameter of the manhole section shall not vary more than one (1) percent from the nominal diameter;
7. Not clearly marked date of manufacturer, trade name, size designation part number, and ASTM number;

8. Having a deviation more than 1/4" from the straight edge at any point across the top of manhole cone section or riser ring; and/or
9. Having any visible steel bars along inside or outside surface of the manhole except for reinforcement stirrups or spacers used to position the cage during manufacture.

## **2.06 CORROSION PROTECTION**

- A. Manholes located on 15-inch and larger sewer lines shall be epoxy coated on the interior.
- B. Manholes on sewer lines within 100 feet of a 15-inch and larger sewer line shall be epoxy coated on the interior.
- C. The products shall only be applied by personnel thoroughly familiar with handling of the coating material, and in accordance with the manufacturer's specifications, recommendations and requirements.

1. Raven Ultra High-Build Epoxy Coating, designated as Raven 405, with an average thickness of 100 mils and a minimum thickness of 80 mils.

2. Warren Environmental Systems, designated as S-301, with an average thickness of 100 mils and a minimum thickness of 80 mils, or approved equal.

3. Tnemec Permasheild series systems may be submitted by the Engineer of Record for City review and approval.

3. All epoxies shall meet the following minimum requirements:

|                      |            |                            |
|----------------------|------------|----------------------------|
| Flexural Strength    | ASTM D790  | 6,000 psi                  |
| Compressive Strength | ASTM D695  | 8,000 psi                  |
| Tensile Strength     | ASTM D638  | 4,000 psi                  |
| Tensile Elongation   | ASTM D638  | 4%                         |
| Adhesion             | ASTM D4541 | Concrete Substrate Failure |

- D. Any damage to an epoxy system on existing manholes shall be repaired by the City at the expense of the contractor.
- E. The installation of the interior manhole corrosion epoxy for Capital Improvement Projects shall be a separate pay item further defined in the subsequent measurement and payment specifications prepared by the Engineer of Record.

## **2.07 MANHOLE DROP**

- A. Drop on the outside of the manhole: Concrete encased PVC pipe and fittings as specified in Section 3000 – Sewer Pipe, Fittings, and Materials.

## **2.08 STANDARD MANHOLE FRAME AND COVER**

- A. Covers located on manholes owned by the City of Fayetteville, generally within the Fayetteville City Limits, shall have the words FAYETTEVILLE ARKANSAS SANITARY SEWER and PERMIT REQUIRED CONFINED SPACE cast in the top. Also, include two closed pick holes in top side of cover.
- B. Covers located on manholes operated and maintained by the City of Fayetteville, generally outside the Fayetteville City Limits, shall have the words SANITARY SEWER and PERMIT REQUIRED CONFINED SPACE cast in the top. Also, include two closed pick holes in top side of cover.
- C. Minimum combined weights of the manhole frame and cover is 210 pounds. Minimum cover weight is 110 pounds. Minimum frame weight is 100 pounds.
- D. All casting shall be Traffic- rated meeting the requirements of AASHTO M306 latest edition proof load representing a 2.5 safety factor over H-20 and HS-20 loading.
- E. All castings shall be cast with the approved foundry's name, manufacturing foundry mark, part number, and production date in mm/dd/yy format. All castings shall be manufactured in the USA and shall be clearly marked "Made in USA."
- F. All castings: Free from porosity, blowholes, hard spots, shrinkage, distortion and other defects; smooth and well cleaned by sandblasting; manufactured true to pattern.
- G. Frame and cover dimensions: Refer also to the City Engineering Standard Detail Drawings. Final casting dimensions may vary one-half the maximum shrinkage possessed by the metal or no more than +/- 1/16 inch per foot.
- H. Cover and frame bearing surface: smooth finish, non-rocking design or machined bearing surfaces to prevent rocking and rattling under traffic.
- I. Cast Iron: ASTM A 48, Class 35B.
- J. Ductile Iron: ASTM A 536, Grade 80-55-06.
- K. Approved manufacturers East Jordan Iron works and Neenah.

## **2.09 HINGED AND GASKETED MANHOLE FRAME AND COVER**

- A. Manhole frame shall be cast or ductile iron. Manhole cover shall be ductile iron. Seal shall be by replaceable t-gasket. T-gaskets are required.
- B. Covers located on manholes owned by the City of Fayetteville, generally within the Fayetteville City Limits, shall have the words FAYETTEVILLE ARKANSAS SANITARY

SEWER and PERMIT REQUIRED CONFINED SPACE, or CONFINED SPACE ENTRY PERMIT REQUIRED cast in the top.

- C. Covers located on manholes operated and maintained by the City of Fayetteville, generally outside the Fayetteville City Limits, shall have the words SANITARY SEWER and PERMIT REQUIRED CONFINED SPACE or CONFINED SPACE ENTRY PERMIT REQUIRED cast in the top.
- D. Hinged and gasketed manhole frame and cover shall open to, or past, 90° and have a safety stop at 90°.
- E. All casting shall be Traffic- rated meeting the requirements of AASHTO M306 latest edition proof load representing a 2.5 safety factor over H-20 and HS-20 loading.
- F. All castings shall be cast with the approved foundry's name, manufacturing foundry mark, part number, and production date in mm/dd/yy format. All castings shall be manufactured in the USA and shall be clearly marked "Made in USA."
- G. All castings: Free from porosity, blowholes, hard spots, shrinkage, distortion and other defects; smooth and well cleaned by sandblasting; manufactured true to pattern.
- H. Frame and cover dimensions: Refer to the City Engineering Standard Detail Drawings for EJIW, Neenah similar. Final casting dimensions may vary one-half the maximum shrinkage possessed by the metal or no more than +/- 1/16 inch per foot.
- I. Cover and frame bearing surface: smooth finish, non-rocking design or machined bearing surfaces to prevent rocking and rattling under traffic.
- J. Cast Iron: ASTM A 48, Class 35B.
- K. Ductile Iron: ASTM A 536, Grade 80-55-06.
- L. Frame shall be anchored to the manhole cone per the City Engineering Standard Detail.
- M. Approved products are East Jordan Iron Works Ergo and Neenah Liftmate.

## **2.10 MANHOLE STEPS**

- A. Manhole steps shall NOT be installed in any manholes.

## **2.11 RUBBER WATERSTOP GASKETS**

- A. Waterstop gaskets shall be required at **ALL** manhole connections. Manhole seals shall be concrete manhole adapter by Fernco, A-Lok, or approved equal.

## **2.12 MANHOLE RISER RING**



- A. Manhole riser rings shall be compatible with the size and type of manhole cover with which it will be used.
- B. A maximum of 6 inches of riser rings shall be permitted. Adjustments greater than 6 inches will require grade adjustment rings.

## **2.13 MANHOLE GRADE ADJUSTMENT RINGS**

- A. Grade adjustment rings shall be required to adjust the frame and cover to grade as required.
- B. Sloped grade adjustment rings may be required to match the slope of paved areas.
- C. Grade adjustment rings shall be injection molded, recycled HDPE as manufactured by Ladtech, Inc.

## **2.14 RAIN STOPPERS (MANHOLE INSERT)**

Rain stoppers shall be installed in all manholes that are both located in a floodplain and such manholes do not utilize hinged covers complete with gaskets.

Rain stoppers shall be installed in other manholes in locations subject to inflow and infiltration as directed by the City's Utilities Director.

### **A. Polyethylene Insert**

- 1. The manhole insert shall be of corrosion-proof high density polyethylene that meets or exceeds the requirements of ASTM D1248, Category 5, Type III with a minimum impact brittleness temperature of -180°F.
- 2. The minimum thickness of the manhole insert shall be 3/16".
- 3. The manhole insert shall have a strap for removing the insert. The strap shall be made of minimum 1" wide woven polypropylene or nylon webbing, with the ends treated to prevent unraveling, Stainless steel hardware shall be used to securely attach strap to the insert.
- 4. The manhole insert shall have one or more vent holes or valves to release gases and allow water inflow at a rate no greater than 5 gallons per 24 hours. The valve shall be installed by the manufacturer at the factory.
- 5. There shall be a minimum 10-year warranty on the body of the dish and a 5-year warranty on all other parts of the insert.
- 6. The insert shall have proof of durability in traffic impact loads and shall have an Engineer certified proof test passing H-20 loading.

### **B. Stainless Steel**

1. Stainless steel inserts shall be installed at locations with pipe size diameters of outfalls 15 inches or greater and indicated on the plans by the Engineer of Record.
2. Insert shall be 304 stainless steel.
3. The manhole insert shall be as manufactured by “No Flow In FLOW” located in San Antonio, Texas, or approved equal.

## **PART 3 - EXECUTION**

### **3.01 MANHOLES – GENERAL**

- A. Perform excavation and prepare base area in accordance with Section 2300 - Excavation, Backfilling, and Compacting.
- B. Never install base in a water filled excavation.
- C. Place base per the City Engineering Standard Detail Drawings and Section 3600 - Cast-In-Place Concrete. Extend base a minimum of six inches beyond finished sides of manhole.
- D. Extend all pipes entirely through the manhole wall so that a joint occurs no closer than 24 inches outside the manhole wall.
- E. Pipe installed for future extensions shall have one full joint of pipe installed.
- F. After manhole is constructed, wait no less than 48 hours, then backfill per Section 2300 - Excavation, Backfilling, and Compacting.

### **3.02 CAST-IN-PLACE MANHOLES**

- A. Dimension and layout: Per City of Fayetteville Engineering Detail Drawings and Tables. The top section or cone must be concentric with the barrel unless otherwise noted.
- B. The frame shall be set in accordance with City of Fayetteville Engineering Details. The frame shall be installed to match the slope of paved areas.
- C. Install rubber waterstop gaskets in the walls around all pipes.
- D. Interior finish: Smooth, free of fins or sharp edges.
- E. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.
- F. Care should be taken to prevent the end of the pipe from deflecting, due to loads imposed by the weight of the concrete.

- G. Construction joints on manholes of excessive depth shall be connected with reinforcement approved by the Engineer.

### **3.03 PRECAST MANHOLES**

- A. Dimension and layout: Per City Engineering Detail Drawings. The top section or cone must be concentric with the barrel unless otherwise noted.
- B. The bottom section for pre-cast manholes shall be manufactured as an integral part of the manhole base slab.
- C. Install remaining sections in a truly vertical plane.
- D. The frame shall be set in accordance with City Engineering Details. The frame shall be installed to match the slope of paved areas.
- E. Fill space between pipe and periphery of cutout on the interior of the manhole with non-shrink grout from the bottom of the invert to the spring line of the sewer pipe (1/2 pipe depth).
- F. Grout joints between sections, interior only.
- G. Interior finish: smooth, free of fins or sharp edges.
- H. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.
- I. Grout and/or plug lifting holes for manholes.
- J. All manhole joints shall be sealed with an external joint wrap material.

### **3.04 DROP MANHOLES**

- A. Install a drop manhole when the vertical difference between the pipe entering and leaving the manhole exceeds two (2) feet.
- B. Construct manhole base, barrel, and top per the requirements for cast-in-place or pre-cast manholes.
- C. Construct drop of PVC pipe and fittings per City Engineering Standard Details.

- D. Encase the pipe and fittings in Class A or B concrete as per City Engineering Standard Details.

### **3.05 MANHOLE FRAME AND COVER**

- A. Set the manhole frame for Cast-In-Place manholes in Class B concrete as shown on the Standard Details as an integral part of the manhole construction.
- B. Set manhole frame and cover top level and to the elevation shown on the Drawings. In public rights-of-way, set the ring and cover flush with pavements, sidewalks, or other paved surfaced areas.

### **3.06 MANHOLE INVERT**

- A. Invert depth at the flow line: the same as the pipe diameter.
- B. In curved inverts, make curves with the longest possible radius to facilitate smooth flow and the insertion of cleaning and televising equipment.
- C. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.
- D. Invert materials and finish: Class B Concrete, smooth finish.
- E. Invert grade: Constant, smooth grade; no offsets.
- F. Bench: Slope grout upward from the edge of the invert to the manhole wall.
- G. Form a flow channel in the bench for any services stubbed into manhole. Form invert and finish per above.
- H. Cut the upper half of any pipe extending inside the manhole wall flush with the wall. Smooth rough edges with grout.

### **3.07 MANHOLE REPAIRS**

- A. Make all repairs in accordance with these specifications.
- B. Use manhole grout in patching around new taps.
- C. Plaster all brickwork with mortar.

### **3.08 MANHOLE ADJUSTMENTS**

- A. Manhole riser rings may be used to raise manhole covers to grade.
- B. Manhole riser rings shall be sealed with Adeka P-201 or Manus-Bond 75AM to create a water tight seal.
- C. Adjustments greater than 6 inches will require grade adjustment rings in accordance with project specific approved details.
- D. The exterior surfaces of the frame base, and four inches below the top of the manhole cone shall be cleaned with a wire brush and then waterproofed with trowelable bitumastic gasket material, Trowelable EZ-STIK #3 as manufactured by Press-Seal Gasket Corporation, 6-inch wide butyl external joint wrap material, or equal, in accordance with the manufacturer's specifications. A protective polyethylene cover shall be placed over the trowelable waterproofing material when backfilling, following sealing of the frame to the manhole.
- E. The throat section height shall not exceed 18 inches. The throat section shall be defined as the distance from the bottom of the integral cast manhole ring to the top of the manhole cover.

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**END OF SECTION 3300**

## **SECTION 3400 BORES AND STEEL ENCASEMENT PIPE**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. Provide encasement pipe jacked through bored tunnel for crossing of utility pipe lines under roadways, railroads and at other locations as indicated on the approved drawings.
- B. Provide encasement pipe by open cut construction where shown on the Drawings.
- C. Pulling or jacking carrier pipe through encasement pipe.
- D. Providing synthetic end seals at ends of encasement pipe.

#### **1.03 REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM A139 Specification for Electric-Fusion (Arc) - Welded Steel Pipe (sizes 4" and over).
  - 2. ASTM A211 Specifications for Spiral-welded Steel or Iron Pipe.
- B. American Welding Society (AWS):
  - 1. AWS D1.1 Structural Welding Code.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Encasement pipe: Smooth wall steel pipe conforming to ASTM A-53 / ASTM A283 / ASTM A-135, Grade B, CW, physical tests only (no hydrostatic test required). The pipe shall have beveled ends prepared for welded joints. The pipe steel shall have a minimum yield strength of 35,000 psi.
- B. Welding materials: Type required for materials being welded and conforming to applicable AWS Specifications.
- C. Grout: Cementitious grout shall consist of a preblend of lightweight aggregate, cement, fly ash and admix to prevent segregation and promote expansion upon setting. Loose bulk density for the dry mix materials shall be 30 to 35 pounds per cubic foot. Grout shall equal or exceed Strong-Seal Grout 250 - Product Code 2133 and shall be packaged in 2 cubic foot bags.

- D. Flowable Fill: Flowable fill shall conform to Section 206 – Flowable Select Material of the Arkansas State Highway and Transportation Department’s Standard Specifications for Highway Construction, latest edition.
- E. Casing Spacers: Shall be stainless steel, Cascade Model CCS as manufactured by Cascade Waterworks Mfg. Co., or approved equal.
- F. Casing End Seals: Casing end seals shall be one-piece and be of the pull-over type construction. Overlapping style end seals are not permitted. Casing end seals shall be of a synthetic material that is designed for the specific application. Casing end seals shall be secured to the encasement pipe and the carrier pipe with stainless steel bands. Casing end seals shall be Cascade Model CCES, or approved equal.
- G. Polyethylene Encasement: Polyethylene encasement shall be in conformance to ANSI/AWWA C105/A21.5, latest revision.

## 2.02 MINIMUM THICKNESS

- A. The encasement pipe shall be capable of supporting all traffic and earth loads. The Contractor shall submit design calculations supporting the selection of the encasement pipe thickness used.
- B. Minimum thickness for encasement shall be as follows:

| <u>Diameter of Casing Pipe</u> | <u>Minimum Thickness</u> |
|--------------------------------|--------------------------|
| 20” OR LESS                    | .250”                    |
| 24” – 30”                      | .375”                    |
| 36”                            | .500”                    |
| 48” – 60”                      | .625”                    |
| 72”                            | .750”                    |

Sizes not listed above shall be determined on an as-needed basis by the City.

- C. When boring under railroad right-of-way, minimum thickness shall be determined by railroad standards.

## 2.03 MINIMUM DIAMETER

- A. The minimum diameter for encasement pipe shall be such that the carrier pipe, along with casing spacers and joint restraints, will not bind against the inside of the encasement pipe during installation. The minimum diameter of encasement pipe shall be as follows:

| <u>Diameter of Carrier Pipe</u> | <u>Diameter of Encasement</u> |
|---------------------------------|-------------------------------|
|---------------------------------|-------------------------------|



|           |     |
|-----------|-----|
| 2"        | 5"  |
| 3"        | 6"  |
| 4"        | 8"  |
| 6"        | 12" |
| 8"        | 16" |
| 10"       | 20" |
| 12"       | 24" |
| 14" – 16" | 30" |
| 18" – 20" | 36" |
| 24"       | 42" |
| 30"       | 48" |
| 36"       | 54" |
| 42"       | 60" |
| 48"       | 72" |

### **3.01 EXCAVATION**

- A. The contractor shall inspect the location where encasement structures are to be installed and become familiar with the conditions under which the work will be performed and with all necessary details as to the orderly prosecution of the work.
- B. The contractor shall satisfy themselves of soil conditions by means they deem necessary including but not limited to exploratory boring or exploratory pit excavations at tunnel/bore ends. All such exploratory work will be coordinated with City and the engineer of Record. All such exploratory work shall be performed in a manner not to endanger highway, railroad or street fill and embankments and shall be satisfactory backfilled and restored.
- C. Highway Bore: Do not set up equipment or begin excavating pit on state highway without written permission/permit received from the Arkansas Highway and Transportation Department District Engineer or his authorized representative.
- D. Railroad Bore: Do not set up equipment or begin excavating pit on or near railroad property without written permission/permit of the respective railroad company.
- E. Highway and railroad permits for Capital Improvement Projects will be obtained by the City or the City's designated representative.

### **3.02 INSTALLATION, ENCASEMENT PIPE**

- A. General.
  - 1. Install encasement pipe at grade and alignment shown on Drawing. Allow for height of casement spacers when establishing grade for gravity line encasement pipe. Refer to City Engineering Standard Details.

2. When indicated on the approved plans or project specifications all street, roadway and highway crossings for water or sewer pipelines installed by jacking and bore methods shall be accordance with AHTD standards.

3. Excavation of bore pits and trenches within street right-of-way, roadways or highways shall be of sufficient distance from paving to permit traffic to safely pass without interference. The Engineer of Record shall be responsible to design the location of bore pits to permit traffic to safely pass without interference.

**B. Bores:**

1. Excavate pits and trenches required at each side of crossing to minimum width and length indicated or necessary for boring and jacking operation and carrier pipe installation.
2. Carefully set steel guide rails in pit to attain specified grade and alignment.
3. Keep pit pumped free of standing water. Maintain pit bottom to provide stable base for rails and equipment and firm footing for workmen.
4. Provide Trench Safety/Protective Systems meeting Federal requirements and these Specifications.
5. Bore tunnel and simultaneously jack encasement pipe forward one section at a time. Connect sections by full penetration butt welding performed in accordance with AWS D1.1.
6. Remove excavated soil from boring operation as it enters pit and dispose of it offsite.
7. Voids between the encasement pipe and the surrounding soil shall be pressure filled with grout.
8. Cathodic protection shall be installed on the steel encasement pipe. Use 17# HP magnesium anodes bonded to the steel encasement pipe.
9. End seal shall be installed after the carrier pipe has been installed.

**C. Open Cut:**

1. Excavate trench as required.
2. Steel encasement pipe shall be installed, bedded, and backfilled the same as ductile iron pipe.
3. Steel encasement pipe shall be double poly wrapped.
4. End seal shall be installed after the carrier pipe has been installed.

**3.03 INSTALLATION, CARRIER PIPE**

- A. Joint pipe as specified in Section 3100 or 4100. Pull or jack carrier pipe through encasement pipe. Do not allow cables or jacks to be in direct contact with carrier pipe while pulling or jacking pipe. Use timber or padded steel member.
- B. A minimum of three casing spacers shall be installed on pipe up to 20-foot pipe joints.

- C. All carrier pipe installed through the encasement shall be fully restrained. Over-belling of the carrier pipe shall be prevented.

#### **3.04 BACKFILL**

- A. Prior to backfill, seal ends of encasement pipe with and end seal as shown in the City Engineering Standard Details.
- B. Use material excavated from pit.
- C. Backfill against ends of encasement pipe.
- D. Backfill pit and carrier pipe in same manner as specified in Section 2300 – Excavation, Backfilling, and Compacting.

#### **3.05 CLEANUP**

- A. Backfill in same manner as specified for line work in Section 2300 - Excavation, Backfilling and Compacting.
- B. Cleanup and restoration as specified in Sections 6000 PAVEMENT REPAIR and 6100 LAWN AND GRASS RESTORATION.

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**END OF SECTION 3400**

## **SECTION 3500 SEWER PUMP (aka LIFT) STATIONS**

### **PART 1 - GENERAL**

#### **1.01 GENERAL REQUIREMENTS**

- A. This Section pertains to the minimum requirements for the design and construction of submersible type pump (aka lift) stations, which are the primary type constructed as part of private development. Sewer pump stations installed by private development will meet or exceed the minimum standards within this section and as otherwise specified within these Standards.

Comply with the "Ten States Standards" and modifications and/or additional requirements as specified herein.

Sewer pump stations, for City Capital Projects will comply with this section and any other requirements determined necessary by the Engineer of record, or Utilities Director, or the City's designated engineer. Sewer pump stations for City Capital Projects will further be considered on specific case by case basis in accordance with Section 1000 General Requirements. Approval will be project specific and requires approval from both the Utilities Director and the designated City engineer.

- B. A registered Civil Engineer shall seal the civil portion of the drawings. A registered Electrical Engineer shall seal the electrical portion of the drawings. All engineers shall be registered in the State of Arkansas.
- C. These Standard Specifications provide the minimum requirements for sewer pump stations. The pump station dimensions, equipment, controls, etc. will be approved only upon the submittal of plans and specifications to the City, and upon the City's written approval.
- D. Pump Stations, in general, shall be submersible type pump capable of passing a 3 inch (minimum) sphere. Multiple pumps shall be provided. Where only two pumps are provided, the pumps shall be of the same size with one (pump and motor) designated as duty and one (pump and motor) designated as stand-by with each pump capable of pumping the design flow for the proposed development (including provisions for future phases of the initial proposed development) with a minimum pumping capacity of 100 gpm each under site operating conditions. Firm capacity and one minimum standby pump shall be provided, pumps shall have the capacity such that with any one pump out of service the remaining pump(s) will have the capacity to pump the design hourly flow. Further the pump station will include: wet basin, separate valve pit, valves, piping, hatches, guide rails, pump removal components, control center, level controls, remote monitor package, interconnecting electrical wiring, incoming power and telephone supply, and all other features regularly and normally required as a part of a complete and functional facility. All work shall be in accordance with site requirements, details in the Drawings, the Engineer of Record's design, these Standards and the manufacturer's recommendations.

- E. All Pump Stations shall be designed for and operate on 480 V, three (3) phase power. No deviation from this requirement shall be permitted without the express prior written approval of the City.
- F. The station shall be equipped with a remote monitor capable of monitoring the status of the lift station and communicating with the City's existing SCADA system housed at the Noland WWTP. This system shall be purchased and installed by the City at the developer's or contractor's expense.
- G. All of the mechanical and electrical equipment shall be an integral package supplied by the pump manufacturer with local representation so as to provide undivided responsibility. Pumps, motors and appurtenance mechanical and electrical equipment shall be Fairbanks Morse Pump equipment or Flygt Pump equipment and further comply with other specific requirements set forth herein and in the approved plans.
- H. The Contractor shall submit to the City for review and approval three (3) sets of shop drawings, detailed specifications, pump warranty, and performance characteristics for all of the equipment and fixtures to be furnished and installed. The Shop Drawings and equipment data shall be submitted with a cover letter, Contractor's stamp of approval, and Engineer's stamp of approval indicating that he has reviewed, checked, and approved the data submitted. The City will review the submittal and render a decision in writing as to the acceptability of the equipment. Without prior written City approval, the item of work may not be accepted.
- I. Any exceptions to this Standard or associated approved Plans shall be submitted in writing and clearly stated. The exceptions must be approved by the City prior to proceeding with the work.
- J. All mounting and fastening hardware shall be stainless steel.
- K. All components of the pump station that are exposed to weather shall be constructed of material that is resistant to corrosion and will not require surface protection throughout the expected life of the lift station. In general, these materials are stainless steel, aluminum, fiberglass reinforced polyester (FRP), and ultraviolet stabilized PVC.
- L. All valves and ductile iron fittings shall be ceramic epoxy coated inside and out. All ductile iron piping coming in contact with wastewater or installed in the wet well, dry well or valve pit shall be coated with epoxy inside and out. Acceptable interior epoxy for ductile iron pipe shall be specifically designed for wastewater environments and shall be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.
- M. All stainless steel hardware and accessories shall be protected from field applied coating of the epoxy.
- N. Wet well access/hatches shall include an integral safety grate and integral safety chain/rail

system or a separate safety rail system designed by, or selected by, the engineer of Record and approved by the City.

- O. Air-powered mixers. If the City determines the need for an Air-Powered Mixer (mixer), then the developer's engineer shall accommodate the City's purchase and installation of the mixer and controls, wiring, hoses, and mixer appurtenances (only) within, and connected to, the developer's installed pump station.

## **1.02 PUMP STATION SITE**

- A. The pump station site shall have minimum dimensions of 50' x 50' with a maximum cross slope of 5%. The site shall be an all-weather surface consisting of asphalt or concrete. Additional site area may be required depending on the diameter and depth of the wet well and other accessories. Final dimensions of the site shall be determined by the City Engineer.
- B. The City of Fayetteville must own the land, by deed and not by plat, on which sewer pump stations are located or anticipated to be constructed.
- C. The pump station shall be provided with an access drive to the nearest public road. The access drive shall be an all-weather surface with a stabilized gravel base and asphalt or concrete surface. If the slope is greater than 10%, the surface shall be constructed in such a way that the surface material cannot creep down slope. The drive shall enter the public road at a curb cut.
- D. The pump station site shall be secured by a minimum 6' high wooden fence. Posts shall be a minimum of 3" SCH 40 galvanized steel. Gate posts shall be a minimum of 4" SCH 40 galvanized steel. Rails shall be 16-gauge galvanized steel, 2" x 4" nominal dimensions. Pressure treated wood shall be installed in the rails to anchor the pickets. All pickets shall be constructed of cedar, and shall be a minimum of 1"x6"x6'. All hardware used to anchor the cedar pickets to the steel rails shall be designated for use with cedar. A 12' wide double gate with lockable hasp shall be provided. A 3' wide man gate with lockable hasp shall be provided.

## **1.03 OPERATING CONDITIONS**

- A. The characteristics and operating conditions of the lift station and pumps shall be provided in detail as part of the ENGINEER'S design and submitted for approval to the City.
- B. Prior to installation the Contractor shall submit the following information for each pump to the City for review and approval:
  - 1. Pump capacity in gallons per minute;
  - 2. Total dynamic head (TDH) and operating RPM; Use C=120 and C=140
  - 3. Motor horsepower;
  - 4. Motor rpm;
  - 5. Motor voltage, phase and cycle;

6. Make and model number; and
  7. Pump curves for the pumps to be provided.
- C. Pump station acceptance will be based upon pump drawdown tests. The acceptable range is +10% and -5% of the reported pump capacity in GPM. Pump flows outside of this range will result in non-compliance of the standard and the pump station will not be accepted.

#### **1.04 NOTES TO DESIGN ENGINEER**

##### **A. SIZING OF WET BASIN**

1. The wetwell storage depth below the lowest inlet shall be a minimum of 5'-0" and shall also meet the following criteria:
  - a. All pumps OFF shall be set at the pump manufacturer's recommended level but no less than 1'-6" from the bottom of the wet well.
  - b. The distance between all pumps OFF and the lead pump ON shall be set to provide storage capacity equal to:

$$\frac{15 \times \text{RATED PUMP GPM}}{4}$$

(i.e. 15 minute cycle minimum)

- c. Designs utilizing multiple pumps will include the lag pump ON set a minimum of 6" above the lead pump ON and a minimum of 12" below the lowest inlet invert.
- d. The high water alarm float shall be set a minimum of 6" above the lag pump ON and minimum of 6" below the lowest inlet invert.
- e. All level control elevations shall be set below the lowest inlet invert.

#### **1.05 SMALL DIAMETER PRESSURE SEWERS**

- A. Small diameter pressure sewer systems are not permitted as a Standard Specification.
- B. Small diameter pressure sewer systems will be considered on specific case by case basis in accordance with Sections 1000 1.01 B and 1000 1.07 A. Approval will be project specific and requires approval from the Utilities Director.

#### **1.06 PUMP STATION WARRANTY**

- A. Pump station warranty shall be two (2) years from the date of acceptance per City maintenance bond requirements.



## **PART 2 – PRODUCTS**

### **2.01 PUMPING EQUIPMENT**

- A. Pumps shall be of the submersible type for handling raw unscreened sewage. Pump volute, motor and seal housing are to be high quality gray cast iron. Impeller shall be either cast iron or cast bronze of a non-clog design capable of handling minimum three (3) inch sphere solids, fibrous material, heavy sludge, and other matter found in normal sewage applications. Impeller shall have pump-out vanes on the back shroud of the impeller to keep pumped material away from the seal area and increase operating life. Impeller shall be either slip fit or taper fit with key to securely lock the impeller to the driving shaft. The pump volute shall be fit with a replaceable bronze wear ring to minimize wear on the impeller and help achieve longer balanced operating life. All fasteners shall be of stainless steel.
- B. All mating surfaces where watertight sealing is required shall be machined and fitted with nitrile rubber O-rings. Sealing shall be accomplished when metal-to-metal contact is made, resulting in controlled compression of the rubber O-rings without requirement of a specific torque limit.
- C. The pump shall be provided with a mechanical rotating shaft seal system running in an oil reservoir having separate, constantly lubricated lapped seal faces. The lower seal unit between the pump and oil chamber shall consist of one (1) stationary seat and one (1) rotating ring held in place by its own spring. The lower seal shall be removable without disassembling the seal chamber. The upper seal between the motor and the seal chamber shall be of the same design with its own separate spring system. The seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaceable. The shaft sealing system shall be capable of operating submerged to pressures equivalent to two hundred (200) feet. No seal damage shall result from operating the pump unit out of its liquid environment. The seal system shall not rely upon the pumped media for lubrication.
- D. The seal chamber shall also be equipped with a seal failure sensor probe which will sense water intrusion through the lower seal. This sensor is to be connected to an alarm in the control panel to indicate lower seal failure.
- E. The stator winding, rotor and bearings are to be mounted in a sealed submersible type housing. Insulation utilized in the stator windings shall be Class F with maximum temperature capability of 155EC. Motor housing shall be filled with a high dielectric oil to give superior heat transfer and allow the bearing to run in a clean, well lubricated environment; or the housing shall be air filled with grease lubricated bearings. The pump and motor are to be specifically designed so that they may be operated partially or completely submerged in the liquid being pumped. The pump should not require cooling water jackets. Stator shall be securely held in place with a removable end ring and threaded fasteners so that it may be easily removed in the field without use of heat or press. Shaft

shall be of stainless steel and supported by ball bearings. Motor shall be provided with heat sensing units attached to the motor windings which shall be connected to the control panel to shut down pump if overheating occurs.

- F. Pump motor cable and heat sensor/seal failure sensor cable shall be suitable for submersible pump applications and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall conform to NEC specifications for pump motors and shall be of adequate size to allow motor voltage conversion without replacing the cable. Cable of the proper length shall be provided to eliminate need for splices or junction boxes between pump and "control center". The cable shall enter the motor through a cord cap assembly which is double sealed allowing disassembly and disconnect of the wires and the motor and still not damage the sealed characteristics of the motor housing. Each individual conductor shall be color coded in accordance with generally accepted industry standards. The color coding shall designate the application of the conductor.
- G. The pump mounting base shall include adjustable guide rail supports and a discharge connection with a one hundred twenty-five (125) pound standard flange. The base and the discharge piping shall be permanently mounted in place. The base plates shall be anchored in place utilizing epoxy type anchors with stainless steel studs and nuts as manufactured by HILTI Fasteners, Inc. or equal.
- H. A rail system shall be provided for easy removal of the pump and motor assembly for inspection and service. The system shall not require a man to enter the wetwell to remove the pump and motor assembly. Two (2) rails of two (2) inch stainless steel pipe shall be provided for each pump. The guide rails shall be positioned and supported by the pump mounting base. The guide rails shall be aligned vertically and supported at the top by attachment to the access hatch frame. One (1) intermediate guide rail support is required for each fifteen (15) feet of guide rail length for stainless steel pipe.
- I. The pumps shall be equipped with sliding brackets or rail guides. To insure easy removal of the pumps, the rail guides attached to each pump shall not encircle the rails. A stainless steel lifting chain or manufacturer's pump removal system (Flygt Lift or approved equal) of adequate length for the basin depth shall be provided for each pump. Each pump shall be equipped with a permanent, stationary lifting handle with a minimum clearance of 12" between the top of pump and bottom of handle.
- J. The rails and the rail guides shall function to allow the complete weight of the pumping unit to be lifted on dead center without binding and stressing the pump housing. The rail system shall function to automatically align the pumping unit to the discharge connection by a simple downward movement of the pump. No twisting or angle approach will be considered acceptable. The actual sealing of the discharge interface may be of the metal-to-metal contact. No sealing gaskets will be permitted.
- K. Pump warranty shall be provided by the pump manufacturer and shall warrant the units being supplied to the Owner against defects in workmanship and materials for a period of five (5) years under normal use, operation and service. The warranty shall be in printed

form and apply to all similar units. A copy of the warranty statement shall be submitted with the approval drawings.

## **2.02 BASIN, VALVE PIT AND ACCESSORIES**

- A. The basin and valve pit are to be constructed of precast concrete meeting the requirements of ASTM C-478. Cast-in-place monolithic structures may be substituted with the prior written approval of the City. Minimum valve vault and wetwell diameter shall be 6'-0'. The actual arrangement of the structures are to be as shown in the approved Plans. The wetwell basin top shall be provided with a six (6) inch stainless steel vent having a downward pointing inlet and screen over the inlet opening.
- B. The basin, valve pit, flat tops, and base slabs are to be constructed of precast or cast-in-place reinforced concrete manhole sections conforming to ASTM C-478. All joints between precast sections shall be made with an approved rubber O-Ring in accordance with ASTM C-443 and a 1/2 inch diameter non-asphaltic mastic conforming to AASHTO M-198 and Federal Specification SS-521-A. All manhole joints shall be sealed with an external joint wrap material. Material shall be equal to Bidco Butyl Wrap as manufactured by NPC or Infi-Shield® Gator Wrap by Sealing Systems, Inc. In addition, the outside wall below grade is to be coated with bituminous waterproofing material. The top and bottom of the chambers shall be precast or may be poured in place concrete if approved by the City Engineer.
- C. The wetwell pump basin and the valve pit chamber shall be enclosed at grade level with a reinforced concrete pad rectangular in shape and extending a minimum of 1'-0' from the chambers outside dimension.
- D. All concrete surfaces within the wet well shall be coated with one of the products listed below. These products shall only be applied by personnel thoroughly familiar with handling of the coating material, and in accordance with the manufacturer's specifications, recommendations and requirements.
1. Raven Ultra High-Build Epoxy Coating, designated as Raven 405, with an average thickness of 100 mils and a minimum thickness of 80 mils.
  2. Warren Environmental Systems, designated as S-301, with an average thickness of 100 mils and a minimum thickness of 80 mils.
  3. The above epoxies shall meet the following minimum requirements:

|                      |            |                            |
|----------------------|------------|----------------------------|
| Flexural Strength    | ASTM D790  | 6,000 psi                  |
| Compressive Strength | ASTM D695  | 8,000 psi                  |
| Tensile Strength     | ASTM D638  | 4,000 psi                  |
| Tensile Elongation   | ASTM D638  | 4%                         |
| Adhesion             | ASTM D4541 | Concrete Substrate Failure |
  4. A Tnemec system to include Tnemec Series 434 Permashield with a topcoat of

Tnemec Series 435 Perma Glaze will be reviewed on specific projects as an approved equal.

- E. The pump supplier shall provide an aluminum two (2) door access hatch frame and door assembly to be installed in the concrete basin top. This door assembly shall provide access for removal of the pumps and shall support the guide rails. The doors shall be provided with lifting handle, safety latch to hold door in the open position and a hasp suitable for padlock. The doors shall have a nonskid finish and be designed for light, medium, or heavy duty, depending on the location of the pumping station.
- F. An aluminum single door access hatch frame and door assembly similar to the one described above shall be provided for use as entry to the valve pit. Minimum opening for the valve box entry shall be thirty-six (36) inch by thirty-six (36) inch.
- G. A swing check valve with external swing arm and a full port (100% area) eccentric plug valve shall be installed in the valve pit in each pump's discharge piping. A minimum clearance of twelve (12) inches shall be allowed from the bottom of the valves to invert of the pit. A drain pipe and p-trap shall be installed to drain the valve pit back to the wet basin but not allow the wet basin liquid to enter the valve pit. In addition, a 1/2" NPT tap and ball valve shall be provided on the discharge side of the pumps past the valves to facilitate pressure readings for the pump discharge.
- H. All yard piping within the pump station site shall be centrifugally cast ductile iron and shall conform to ANSI Specifications A21.51 and AWWA C-151, latest revision and shall be Pressure Class 350, 300, 250, or 200 wall thickness dependent upon site conditions. All direct buried ductile iron pipe and fittings shall be double poly-wrapped.
- I. Force main pipe downstream of the pig launch structure shall be DIP or PVC in accordance with these Standards. All force main pipe shall have tracer wire installed along its entire length. Gate valves (up to 10-inch) or full-port plug valves (12-inch) shall be installed along its length, not to exceed 1000' unless a variance is approved by the City for long force mains, and shall be marked sewer. An empty valve box shall be installed in the vicinity of the discharge manhole and at fittings that cause a change in direction where the tracer wire can be brought to grade for a point of connection to aid in tracing the force main. The valve box shall be marked sewer. A 2-inch SCH-40 PVC pipe shall be installed in the empty valve box. The pipe shall have a pipe marker label affixed and further labeled "No Valve, Tracer Wire Only." The force main shall have tape marked sewer wrapped around the pipe with complete revolutions not to exceed 6'. Tape marked sewer shall also be installed in the trench 18" above the top of the sewer force main.
- J. Sewer line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380), or approved equal. All markers shall be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360), or approved equal and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, SEWER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998".

The label shall also include the official City Logo and be white in color with green and black lettering. The label shall be affixed to two sides of the marker. An additional white 1" wide reflective tape (3M or equal) shall be placed around the full circumference of the top of the marker. Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.

- K. All force mains shall be equipped with a pig launch within the pump station site. A fire hydrant is required to be located within 100' of the site to facilitate pigging of the force main.

## **2.03 GENERAL ELECTRICAL**

- A. A single main fusible or breaker disconnect switch of adequate size to provide power for the "control center" and its related components shall be provided by the Contractor.
- B. The disconnect switch shall be housed in a NEMA 4X stainless steel enclosure with an external operation handle capable of being locked in the ON position.
- C. The pump station site shall include a GFI convenience outlet with 20 amp breaker and suitable transformer or power supply to provide 110 volt single phase power to the convenience outlet.
- D. A minimum four (4) inch PVC schedule 40 wall conduit shall be provided from the wetwell basin to the control center which will allow the pump power cables, sensor cables and level controls to be pulled through without difficulty and allow the use of one (1) piece cables from the pumps and level controls to the control center. The conduit shall be sealed at the control center to avoid entrance of sewer gases into the control panel.
- E. A minimum three-quarter (3/4) inch PVC schedule 40 wall conduit shall be provided from the valve vault to the control center for future remote monitoring of the swing check valves.
- F. All vertical conduit and transitions from horizontal to vertical runs shall be rigid metallic conduit. Horizontal, below grade, conduit runs may be either Schedule 40 PVC or rigid metallic conduit.

## **2.04 CONTROL CENTER**

- A. The control center shall be built in a NEMA 4X stainless steel enclosure and shall be suitable for the specified horsepower and voltage for the pumping equipment. The outer door of the panel shall be hinged dead front with provisions for locking with a padlock. Inside shall be a separate hinged panel to protect all electrical components. H-O-A switches, run lights, circuit breakers, etc. shall be mounted such that only the faces protrude through the inside swing panel and no wiring is connected to the back side of the inside swing panel. The control center shall be located so as to provide safe access to the panel while wetwell hatch doors are opened, and shall be positioned so as not to be between the access drive and the wetwell.
- B. A circuit breaker and magnetic starter with three (3) leg overload protection and manual

reset shall be provided for each pump. Starters shall have auxiliary contacts to operate both pumps on override condition. A separate circuit breaker shall be supplied for power to the control circuit. The control center shall include an extra circuit breaker of adequate size to provide 115 volt, single phase power for the remote monitor panel. The control center shall include a control voltage transformer to reduce supply voltage 115 volt, the float circuit and associated relays which shall be provided with 24 volt control voltage. An alternating relay shall be provided to alternate pumps on each successive cycle of operation. A green run light and H-O-A switch shall be provided for each pump. A terminal strip shall be provided to make field connections of pump power leads, level control, seal sensor leads, heat sensor leads, and remote monitor panel interconnections.

- C. A time delay relay shall be provided to delay start of second pump should power outage occur.
- D. The control center shall incorporate connections for heat sensors which are installed in the pumps. The connection shall disconnect the starter upon high temperature signal and will automatically reconnect when condition has been corrected.
- E. The control center shall incorporate connections for seal failure sensors which are installed in the pumps. The panel will have a seal failure alarm light for each pump. This alarm indicates failure of the lower mechanical seal in the pump. This will be an alarm light only and will not shut down the pump.
- F. The control center shall include an hour meter for each pump to register the elapsed operating time of each pump.
- G. The control center shall have a high water alarm built into the main enclosure. The high water alarm shall consist of a flashing alarm light with red Lexan plastic cover or red glass globe with metal guard mounted on top of the enclosure such that it is visible from all directions. An alarm horn shall be mounted on the side of the enclosure. A push to test horn and light button as well as a push to silence horn button shall be provided and mounted on the side of the enclosure.
- H. The control center shall include a condensate heater to protect against condensation inside the enclosure. The heater shall be placed so as not to damage any other component or wiring in the control center.
- I. The control center shall include lightning protection and a phase monitor relay to shut down the control circuit and protect the equipment due to loss of phase or phase reversal. The three (3) phase sequence voltage relay shall be of the 8-pin connector type.
- J. The control center shall incorporate an alternator selector switch to allow selection of automatic alternation or manual selection of the lead pump.
- K. The control center shall be suitable for connection to a remote monitor package as described in the section titled "Remote Monitor Package". The main control must include the following interconnection capability:

1. Circuit breaker to power remote monitor panel as described above.
  2. Relay contact to signal high water alarm.
  3. Relay contact to signal tripping of the overload of any of the pumps.
  4. Relay contact to transmit signal of seal failure or heat sensor trip of any of the pumps.
  5. Relay contact to indicate phase failure
  6. Relay contact to signal pump motor starts, i.e. ON or OFF
- L. All component of the control center shall be American made and available from local sources. In particular, items such as circuit breakers, overload protection, relays, etc. shall be available and in stock by local sources.
- M. Pump control shall be achieved by the use of a bubbler system. The bubbler system shall include integral air supply generated by an on-site air compressor unit, flow regulator, pressure sensing equipment for level indication and pump control, stainless steel tubing, bypass/blowdown valve for cleaning bubbler tube, and all other material, equipment, and labor required for a complete, tested, and accepted bubbler control system. The Controller shall be model SC2000 as manufactured by Motor Protection Electronics of Apopka, Florida (407) 299-3825, or approved equal by the City of Fayetteville.
- N. In order to maintain unit responsibility and warranty on the pumping equipment and control center, the control center must be accepted in writing by the pump manufacturer as suitable for operation with the pumping equipment.

## **2.05 SCADA REMOTE MONITOR PACKAGE**

- A. The station shall be equipped with a remote monitor capable of monitoring the status of the lift station and communicating with the City's existing SCADA system housed at the Noland WWTP. This system shall be purchased and installed by the City at the developer's or contractor's expense. The costs of the SCADA system charged to the developer or contractor will be the actual costs, not to exceed \$7,500.00 in 2017, and such cost limit is subject to annual revision by the Utilities Director.

## **2.06 SPARE PARTS**

- A. The Contractor shall supply one set of spare parts for each pump for each station, including at a minimum the following:
1. Impeller;
  2. Upper seal assembly;
  3. Lower seal assembly;
  4. Upper bearing assembly;
  5. Lower bearing assembly;
  6. Wear rings; and

7. O-Rings and gaskets (two (2) sets).

## **2.07 OPERATION AND MAINTENANCE MANUALS**

- A. Three (3) operation and maintenance manuals shall be submitted to the City
- B. Manuals shall include, at a minimum:
  1. Operation instructions;
  2. Maintenance instructions;
  3. Recommended spare parts list;
  4. Lubrication schedules;
  5. Structural diagrams;
  6. As-built wiring diagrams; and
  7. Bill of materials.
  8. Copy of design engineer's pump operating point calculations, population assumptions, average daily flow, and peaking factor

## **2.08 GENERATOR SET**

### **A. GENERAL**

1. The pump station shall include an on-site backup power generator. The generator and lift station combination must include switching and control gear such that the backup power source is activated automatically without human action. The fuel source shall be natural gas. In the event that natural gas is unavailable, propane, or diesel shall be used with a minimum fuel tank/storage sized to run all pumps at full load for 48 hours. The generator must be capable of operating the lift station at full capacity, i.e., with the largest pumps, impellers, and motors, and the greatest number of pumps, that the lift station can physically contain, with all of the above operating at full speed simultaneously.

### **B. EQUIPMENT**

1. The generator set shall be minimally rated at the kW rating as indicated on the drawings when operating at 277/480 volts, 0.8 lagging power factor. The generator set shall be capable of this rating while operating in an ambient temperature condition of 122°F (50°C).
2. The generator set shall be capable of starting motor loads as indicated on the drawings along with a minimum station load of 5 kW and a maximum voltage dip of 25%.
3. The engine shall deliver power at a governed speed of 1800 rpm.
4. Sound Attenuated Weather Protective Enclosure



- a. Manufacturer shall have a minimum five years experience in the design and construction of weather-protected generator-set enclosures.
  - b. The enclosure panels shall be assembled with modular, bolt-together construction.
  - c. Enclosure shall include the following features:
    - 1) Foam insulation on all interior surfaces
    - 2) Sound level not to exceed 68 dba within 7 meters of enclosure surface in any direction
    - 3) All exterior and interior surfaces finished with baked-on powder-coat
    - 4) Bottom flange with multiple mounting holes
    - 5) Stainless steel door hardware and lift-off hinges
    - 6) Lockable doors
    - 7) Gasketed access doors
5. Automatic Transfer Switch (ATS)
- a. It is the intent of this specification to secure automatic transfer switches that have been prototype tested, factory built, production tested, and site tested, together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein. Automatic transfer switches with number of poles, voltage and current ratings as shown on the plans shall be provided. Each ATS shall consist of an inherently double-throw power transfer switch unit and a control module interconnected to provide complete automatic operation. All equipment shall be new and of current production by an international firm which manufactures the generator, controls, and transfer switch. The company selected will assemble the standby generator set and system as a matched unit so that there is one-source responsibility for warranty, parts and service through a local representative with factory-trained personnel.
  - b. ATS shall be sized as indicated on the drawings, 480 volt, 3 phase, 4 wire, 3 pole with solid neutral.
6. Submit motor starting calculations and generator sizing calculations for approval.
7. The generator set shall provide the following status signals to the SCADA package:
- a. Generator status
  - b. Generator general alarm
8. Generac or approved equal.

## **PART 3 – EXECUTION**

### **3.01 SYSTEM OPERATION**

- A. On wet well level rise, the lead pump shall start at the lead pump ON elevation. With the lead pump operating, the wet well level shall lower to all pumps OFF and turn off the pump. The alternating relay in the control center shall index on stopping of the pump so that the lag pump will start on the next operation.
- B. If the wet well level continues to rise when lead pump is operating, the override switch shall energize and start the lag pump. Both lead and lag pumps shall operate together until low level switch turns off both pumps. If level continues to rise when both pumps are operating, alarm level switch shall energize and signal the alarm.
- C. If one pump should fail for any reason, the second pump shall operate on the override switch.
- D. If the pumps fail to turn off for any reason after receiving the signal for all pumps OFF, a low level alarm shall signal.
- E. All level controls shall be adjustable for level setting from the surface.

**END OF SECTION 3500**

## **SECTION 3600 CAST-IN-PLACE CONCRETE**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers cast-in-place concrete materials, reinforcing steel, forms, and finishing in conjunction with water and sewer construction.
- B. Use specification defined “Class A” 3500 psi concrete for miscellaneous non-structural bedding and thrust blocking only.
- C. Use specification defined “Class B” 4000 psi concrete for anchor collars and cast-in-place manholes.
- D. Structural concrete for building and environmental structures shall comply with the applicable requirements of ACI 318 and ACI 350 latest editions. Concrete for structures is not a Standard Specification and shall require submittal, review and approval for specific case by case basis and in accordance with Sections 1000 General Conditions.

#### **1.02 QUALITY ASSURANCE**

- A. If requested by the City, or the Engineer of Record, the concrete shall be tested as required in Table 11-1 , City of Fayetteville Arkansas Minimum Street Standards, as follows.

#### **1.03 SUBMITTALS**

All materials must be 100% Domestic United States of America (USA) manufacture.

- A. Submit mix design, equipment details, and vendor name for field batched concrete.

**Table 11-1  
Materials Testing**

| Subgrade                   | AASHTO         | ASTM                 | Frequency                                            |
|----------------------------|----------------|----------------------|------------------------------------------------------|
| Sampling                   | T87            | D420                 | Per Soil Type Encountered                            |
| Soil Classification        | M145           | D3282<br>D2488/D2487 |                                                      |
| Proctor                    |                |                      |                                                      |
| Standard                   | T99/T310       | D698                 |                                                      |
| Modified                   | T180/T310      | D1557                |                                                      |
| Density & Moisture Content | T191/T233/T310 | D2922/D3017          | 1 per 300LF lane<br>Min. 1 per lane                  |
| Hot Mix Asphalt            |                |                      |                                                      |
| Sampling                   | T168           | D979                 |                                                      |
| Density                    |                |                      |                                                      |
| Nuclear                    | --             | D2950                | As Directed by City                                  |
| Coring                     | T166           | D2726                | 1 per 500LF lane<br>Min. 1 per lane                  |
| Concrete                   |                |                      |                                                      |
| Sampling                   | T141           | C172                 |                                                      |
| Mold and Cure              | T23            | C31                  |                                                      |
| Cylinder Transport.        | T23            | C31                  |                                                      |
| Physical Properties        |                |                      | 1 per 100 cy<br>Min. 1 per day<br>1 per 1000 LF Curb |
| Slump                      | T119           | C143                 | See Table 11-2                                       |
| Air Content                | T152           | C231                 |                                                      |
| Comp. Strength             | T22            | C39                  |                                                      |
| Coring                     | T24            | C42                  | As Directed by City                                  |
| Comp. Strength             | T24            | C42                  |                                                      |
| Aggregate Base Course      |                |                      |                                                      |
| Gradation                  | T27            | C136                 | 1 Per Source                                         |
| Proctor                    |                |                      |                                                      |
| Modified                   | T180           | D1557                |                                                      |
| Standard                   | T99            | D698                 |                                                      |
| Density & Moisture Content |                |                      | 1 per 300LF lane<br>Min. 1 per lane                  |

**Table 11-2  
Concrete Mix Designs**

| Concrete Class              | Class A | Class B |
|-----------------------------|---------|---------|
| 28-Day Comp. Strength (psi) | 3500    | 4000    |
| Portland Cement (bags)      | 5.5     | 6.5     |
| Max. Water/Cement Ratio     | .49     | .44     |
| Slump Range (inches)        | 1-4     | 1-4     |
| Air Entrainment (%)         | 4-7     | 4-7     |
| Maximum Fly Ash Content     | 20%     | 20%     |

## **PART 2 - PRODUCTS**

### **2.01 CONCRETE**

- A. Concrete: composed of Portland cement; fine and coarse aggregate; water; and, an air entraining agent. Provide either Class A concrete or Class B concrete as described below.
- B. For Class A and Class B concrete use ready-mixed concrete; conform to ASTM C 94, latest edition; deliver and place within one hour after all materials have been placed in the mixing drum.
- C. The concrete mix shall be designed so that the proportions will produce results that will meet the requirements of Class A or Class B concrete. Proportion components, except water, by weight. Water may be measured by volume. One sack of Portland Cement consists of one cubic foot or 94 pounds. Proportion components to meet these requirements:
  - 1. Class A Concrete:
    - a. Maximum net water/cement ratio = 0.49
    - b. Portland cement (bags) 5.5 minimum
    - c. Slump range: 1 - 4 inches
    - d. Minimum 28 day compressive strength: 3,500 PSI
    - e. Air Content: 4 - 7
  - 2. Class B Concrete:
    - a. Maximum net water/cement ratio = 0.44
    - b. Portland cement (bags) 6.5 minimum
    - c. Slump range: 1 - 4 inches
    - d. Minimum 28 day compressive strength: 4,000 PSI
    - e. Air Content: 4 - 7
- D. Before beginning any concrete work, the Contractor shall have the concrete mix designed and the ingredients selected and proportioned by an approved independent testing laboratory meeting the requirements of ASTM E 329. Certified copies of all laboratory trial mix reports shall be sent to the Engineer from the testing laboratory for review. Do not place concrete prior to the Engineer's review and acceptance in writing of the concrete mix design.
- E. Cement: Portland Cement conforming to AASHTO M 85, Type I. Use Type III cement ( high early strength ) only if approved by the Engineer.
- F. Fly ash: Fly ash may be used as a partial cement replacement not exceeding 20% by weight of the cement when approved by the City. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

- G. Water: potable water free from injurious amounts of acids, alkalis, oils, sewage, vegetable matter and dirt.
- H. Air entraining agent: use in all Class B concrete as required; conform to AASHTO M 154; add to the mixing water in solution; proportion to provide four (4) to seven (7) percent air in the concrete.
- I. Fine aggregate: clean, hard, durable particles of natural sand free from injurious amounts of organic impurities; conform to the gradation requirements of AASHTO T 27.
- J. Coarse aggregate: clean, hard and durable crushed stone or washed gravel; reasonably well graded from course to fine; per AASHTO T 27.

## **2.02 REINFORCING STEEL**

- A. Steel bars: deformed, conforming to ASTM A 615 or A 617.
- B. Steel wire: conform to ASTM A 82, Cold-Drawn Steel Wire for Concrete Reinforcement.
- C. Wire mesh: conform to ASTM A 185; gauge and mesh per plans.
- D. Submit reinforcing steel bars shop drawings for approval.
- E. All steel reinforcement: free from rust, scale, mortar, dirt, or other objectionable coatings.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Perform excavation per Section 2300 - Excavation, Backfilling, and Compacting.
- B. Build forms neat, square, and flat so concrete will have smooth finish when forms are pulled. Construct forms to provide finished concrete to dimensions shown on plans.
- C. Place reinforcing steel accurately in accordance with details shown on the plans and properly secure in position.
- D. Concrete shall not be placed when the temperature is below 40° F and dropping or below 35° F if the temperature is rising, unless approved by the Engineer.
- E. Vibrate all structural concrete as it is placed using internal vibrators capable of transmitting vibration to the concrete at frequencies not less than 4,500 impulses per minute. Do not use form vibrators. Limit vibration to provide satisfactory consolidation without causing segregation. Do not insert vibrator more than six (6) inches into the lower courses previously vibrated. Use vibrators in a substantially vertical position; insert at uniformly spaced points no farther apart than the visible effectiveness of the vibrator.

- F. Allow concrete to cure for at least 48 hours before stripping forms. If concrete is in a structural member, do not remove forms until the concrete can withstand safely all superimposed loads.
- G. On all exposed surfaces, remove all fins and projections so the surface is smooth. Cut out and fill with grout any honeycombed areas. Extensive honeycombing is not allowable.

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**END OF SECTION 3600**



## **SECTION 4000 WATER PIPE, FITTINGS AND MATERIALS**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers pipe, pipe joints, fire hydrants, fittings, and other materials for water lines and service lines.
- B. Use only materials approved by the City of Fayetteville.
- C. The Standard Specification include pipe and fitting in diameters up to and including 24-inch diameter. Pipe and fittings for nominal pipe diameters/sizes greater than 24-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 24-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.
- D. Any and all work for, on, or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification. Work for, on or connecting to the City's PCCP will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

#### **1.02 SUBMITTALS**

- A. The City of Fayetteville shall approve all materials.
- B. Submittals will further include the manufacturer's certificate that the materials meet with these Specification requirements including material testing requirements.

#### **1.03 LEAD-FREE BRASS**

- A. All brass shall be manufactured in accordance with the Safe Drinking Water Act (SWDA latest edition and as amended) to be LEAD-FREE brass.

#### **1.04 LEAD-FREE PIPES, FITTINGS, FIXTURES, SOLDER and FLUX**

- A. Comply with the Safe Drinking Water Act (SWDA) latest edition and as amended.

### **PART 2 – PRODUCTS**

#### **2.01 GENERAL**

- A. DOMESTIC UNITED STATES OF AMERICA (USA) MANUFACTURE

Comply with SECTION 1000 GENERAL REQUIREMENTS 1.05 1.01 D. DOMESTIC USA MANUFACTURE.

**B. MINIMUM WORKING PRESSURE**

Unless approved otherwise in writing by both the Utilities Director and the designated City 's engineer, all pipe, fittings, materials, and appurtenances used in potable water line installation and repair will be rated for a minimum working pressure of 250 psi. Additional, higher than 250 psi requirements, apply to individual items as specified.

**2.02 POLYVINYL CHLORIDE (PVC) PIPE FOR WATER LINES**

A. PVC pipe for water lines shall be blue in color.

B. PVC pipe less than 4 inches is not permitted for water mains/lines per the Standard Specifications.

PVC pipe for water service extensions less than 4 inches diameter will be considered only on specific case by case basis in accordance with Section 1000 General Requirements and Section 2001 Design Standards – Water. PVC pipe for water service extensions less than 4 inch diameter, if approved, shall be ASTM D-2241 SDR 13.5 and further meeting all requirements of these Standards.

C. PVC pipe 4 inches through 12 inches in size shall be manufactured in accordance with AWWA C900, latest revision, and shall be DR 14. Ten (10) inch diameter water main/pipe is not permitted.

D. PVC pipe, couplings, and fabricated fittings shall be made from virgin PVC resin that has been compounded to provide physical and chemical properties that equal or exceed cell class 12454 as defined in ASTM D1784, latest revision. Clean, reworked material generated from the manufacturer's own production shall be acceptable as long as the pipe produced meets all the requirements of the Specifications.

E. Joints for PVC pipe shall conform to ASTM Specification D-3139, latest revision.

F. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.

G. Marking on pipe and shall include the following and shall be applied at intervals of not more than 5 feet.

1. Nominal size in inches and OD base (for example, 8 DI).
2. PVC.
3. Dimension ratio (for example, DR 14).
4. AWWA pressure class (for example, PC 305).
5. Test pressure for hydrotested pipe (for example, T330) or if not tested, "NOT HYDROSTATIC PROOF TESTED."

6. AWWA designation number for this standard (ANSI/AWWA C900, or ASTM D-2241).
7. Manufacturer's name or trademark and production run record or lot code.
8. Seal (mark) of the testing agency verifying the suitability of the pipe material for potable-water service.

## **2.03 DUCTILE IRON PIPE FOR WATER LINES**

- A. Ductile Iron Pipe shall conform to the requirements of "Ductile-Iron Pipe, Centrifugally Cast" AWWA Standard C151/A21.51, latest revision.
- B. Ductile iron pipe shall be designed in accordance with the requirements of "Thickness Design of Ductile-Iron Pipe", ANSI/AWWA C150/A21.50, latest revision. Minimum pressure class shall be 250 psi.
- C. Joint connections, pipe and fittings (latest revision):
  1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
  2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
  3. Grooved and shouldered ANSI/AWWA C606.
- D. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.
- E. **Weights and Marking:** Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or metal stamped on the pipe, and letters and numerals on pipe sizes 14 in. (356 mm) and larger shall be not less than 1/2 in. (13 mm) in height.
- F. **Interior Lining Required**  
  
The interior lining for use under normal conditions shall be a cement-mortar lining and seal coat in accordance with the latest revision of ANSI/AWWA C104/A21.4, latest revision and NSF 61.
- G. **Exterior Corrosion Control**  
  
Outside coating shall be manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe Research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons.  
  
Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5.

Additional corrosion control methods, including but not limited to cathodic protection, may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPRA publication “The Design Decision Model for Corrosion Control of Ductile Iron Pipe” latest edition.

#### **2.04 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING**

- A. Polyethylene (PE) pressure pipe is not permitted as publically (City) maintained water main or water service lines.

#### **2.05 COATED COPPER PIPE/SERVICE TUBING**

- A. Coated Copper Pipe 1” – 2 “:

Coated copper pipe shall be Type “K”, soft tempered, seamless, annealed, copper pipe suitable for use for underground water service installation, in accordance with ASTM B88, and with an approved polyethylene coating system (minimum 25 mil). Coated copper pipe shall meet or better NSF-61 requirements.

Damage to the polyethylene coating for the coated copper pipe must be repaired with Polyken Tape Coating or Denso paste and tape, or equal as recommended by the coated copper pipe manufacturer’s engineer.

- B. Connections to ductile iron pipe (DIP) main lines including fittings for coated copper pipe to DIP main lines shall be double poly wrapped (polyethylene encasement) a minimum of three feet beyond the DIP main pipe onto the coated copper service line.
- C. Coated copper pipe under roadways shall be encased in SDR9 polyethylene, ASTM D-2241 SDR13.5 pipe sleeve, or C900 PVC.
- D. Polyethylene pressure pipe and tubing (PE or HDPE or variations) shall not be used for publically maintained water service materials.

#### **2.06 POLYETHYLENE ENCASEMENT (PIPE WRAP)**

- A. Polyethylene encasement shall be in conformance to ANSI/AWWA C105/A21.5, latest revision. The virgin linear low-density polyethylene film shall have a minimum normal thickness of .008 inches (8 mils), and shall be provided in either flat tube or sheet form.
- B. The color shall be black with nominal 2% carbon black UV inhibitor and printed per the AWWA C105 standard.
- C. Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal, at least 2-inches wide, and installed as per the Polyethylene Encasement Installation Guide published by DIPRA. Duct Tape is not permitted.

- D. All buried iron pipe, valves, and fittings shall be double wrapped.

## **2.07 DUCTILE IRON FITTINGS**

- A. All ductile iron fittings shall conform to the requirements of ANSI/AWWA C153/A21.53, latest revision, for Ductile Iron Compact Fittings. All fittings shall be MJ x MJ. All fittings shall be fusion-bonded epoxy coated inside and outside in accordance with ANSI/AWWA C116/A21.16.
- B. All ductile iron fittings for PVC pipe shall be full body, 350 PSI rating and shall conform to the requirements of ANSI/AWWA C110/A21.10, latest revision, for Ductile Iron and Gray Iron Fittings. All fittings shall be MJ x MJ. All fittings shall be fusion-bonded epoxy coated inside and outside in accordance with ANSI/AWWA C116/A21.16.
- C. Solid sleeves shall be long/full bodied only.

## **2.08 FOSTER ADAPTERS**

- A. Compact MJ restraints shall be Foster Adapter by Infact Corporation.

## **2.09 SWIVEL ADAPTERS AND HYDRANT TEES**

- A. Swivel adapters and hydrant tees shall be designed for a working pressure of at least 250-psi and to fit standard mechanical joint fittings (AWWA C111). One end of the swivel adapter and the branch of the hydrant tee shall be provided with a gland that may be rotated 360 degrees on the fitting. Lengths of swivel adapters shall be as specified.

## **2.10 MECHANICAL JOINT RETAINER GLANDS**

- A. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes 3-inch through 24-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.
- B. Mechanical joint retainer glands shall be made from ductile iron and shall be designed for a working pressure of at least 350-psi for 3-inch through 16-inch ductile iron pipe, at least 305-psi for 3-inch through 8-inch PVC, and at least 250-psi for 12- 24 inch ductile iron pipe.
- C. Retainer glands shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability. Retainer glands shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).
  - 1. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

2. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc.(USA only), or Star Pipe Products (USA only).

## **2.11 PIPE RESTRAINTS**

- A. Bell restraints for AWWA C900 PVC sizes 4-inch through 8-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.
- B. Bell restraints for Ductile Iron Pipe sizes 4-inch through 24-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.
- C. When all-thread attachments are required, eye-bolt style attachments are not permitted. Romac “Ductile Lug” style attachments or approved equal shall be used. All-threads shall be made of 316 stainless steel.

## **2.12 RESTRAINED FLANGED COUPLING ADAPTERS**

- A. Flanged coupling adapters used to transition from plain end pipe to a flanged fitting, above ground, shall be EBAA Iron Series 2100.
- B. Pressure rating shall be a minimum of 250 psi.

## **2.13 RESTRAINED COUPLINGS**

- A. Restrained couplings to connect two pieces of pipe, size on size, shall be EBAA Iron Series 3800 Restrained Coupling.
- B. Restrained coupling pressure rating shall be a minimum of 250 psi.

## **2.14 BOLTS AND NUTS**

- A. All bolts and nuts for valves, fittings, and restraints shall be 316 stainless steel unless specified otherwise. Anti-seize lubricant shall be used when assembling all stainless steel hardware to reduce galling.

## **2.15 GATE VALVES**

- A. Gate valves 4-inch through 8-inch nominal pipe size shall be resilient-seated type, non-rising stem gate valves, in conformance with the requirements of AWWA C509 or AWWA C515, latest revision. Ten (10) inch pipe and gate valves are not permitted for water main/pipe.

- B. Gate valves shall be made in USA and shall be Mueller Series 2360, American Flow Control Series 2500, or American AVK Company Series 25 or Series 45, no approved equals.
- C. All gate valves shall be designed for a minimum of 250 psi working pressure. All gate valves shall have 304 stainless steel bolts.
- D. All gate valves shall have O-ring stem seals. The O-ring stem seal shall be so designed that the seal above the stem collar can be replaced with the valve under pressure in the full-open position.
- E. Gate valves shall have standard mechanical joint ends unless otherwise indicated on the approved Drawings.
- F. Buried gate valves shall be designed for operation with a nominal 2-inch square operating nut. The standard direction of opening shall be open left as viewed from the top.
- G. Handwheels for gate valves shall be in conformance to AWWA C515, latest revision.
- H. The interior and exterior of the valve body and bonnet shall have factory applied fusion bonded epoxy coating meeting AWWA C550, latest revision.
- I. Valves shall be tested in accordance with AWWA C515, latest revision.
- J. Markings shall be cast on the bonnet or body, or stamped on a permanently affixed corrosion-resistant tag of each valve.
  - 1. Manufacturer's name or mark.
  - 2. Year the valve casting was made.
  - 3. Size of the valve.
  - 4. Letters C509 or C515
  - 5. Working water pressure (e.g. 250W)

## **2.16 BUTTERFLY VALVES**

- A. Butterfly valves are required for pipe 12-inch and larger. Butterfly valves shall conform to the requirements of AWWA C504, latest revision, for Rubber-Seated Butterfly Valves.
- B. Butterfly valves shall be Pratt HP250II or Dezurik BAW.
- C. Butterfly valves shall be designed for a minimum of 250 psi working pressure. Butterfly valves shall have 304 stainless steel bolts.
- D. Butterfly valves shall be of the tight closing, synthetic rubber-seat type, as follows.

1. Valves 20 inches (nominal diameter) and smaller shall have bonded seats which are simultaneously molded in, vulcanized and bonded to the body. Seat bond must withstand 75 pounds pull under test procedure ASTM D429, Method B.
  2. On valves 24 inches and larger, all seats shall be of a synthetic rubber compound. Seats shall be retained in the valve body by mechanical means without retaining rings, segments, screws or hardware of any kind in the flow stream. Seats shall be a full 360° without interruption and have a plurality of grooves mating with a spherical disc edge seating surface. Valve seats shall be field adjustable around the full 360° circumference and replaceable without dismantling operator, disc or shaft and without removing the valve from the line.
- E. Valve discs shall utilize an on-center shaft and symmetrical design and be cast from Ductile Iron ASTM A536 Gr. 65-45-12. The disc edge shall be stainless steel type 316.
- F. Butterfly valves shall have standard mechanical joint ends unless otherwise indicated on the Drawings.
- G. Buried butterfly valves shall be designed for operation with a nominal 2-inch square operating nut. The standard direction of opening shall be open left as viewed from the top. The valve shaft shall be constructed of stainless steel and the bearings shall be corrosion resistant and self-lubricating. The valves shall be equipped with a totally enclosed type operator, fully gasketed and grease packed, suitable for direct burial.
- H. The interior and exterior of the valve body and bonnet shall have factory applied epoxy coating system meeting AWWA C550, latest revision.
- I. Valves shall be tested in accordance with AWWA C504, latest revision.
- J. Markings shall be cast on the bonnet or body, or stamped on a permanently affixed corrosion-resistant tag of each valve.
1. Manufacturer's name or mark.
  2. Year the valve casting was made.
  3. Size of the valve.
  4. Class (e.g. 250B)
- K. Materials for 12 inch water mains will be PVC , except that ductile iron pipe may be required on each side of certain fittings and appurtenances including, but not limited to, 12-inch Butterfly Valves (BFV). This detail shall be provided by the Engineer of Record.

## **2.17 BALL VALVES**

- A. Ball valves shall be made in USA, and shall be Ford B11-777-NL or James Jones E1900, with “tee-head” style operating nut.

## **2.18 VALVE BOXES**



- A. Valve boxes shall be Made in USA, and shall be East Jordan Iron Works 8550 Series or Tyler Union 6850 Series, screw type, and shall be of correct length to match the bury of the main.
- B. The valve box and appurtenances shall include a base and a top section with a drop lid. The lid shall be marked with the word "WATER". All lids shall have a concrete pad with a minimum of 18 inches square or round dimension as appropriate.
- C. Lids on valves on fire lines shall be marked with the word "FIRE".
- D. Lids on 2" valves shall be marked with the words "2" VALVE".
- E. Markings shall be cast on each part:
  - 1. Manufacturer's name or mark.
  - 2. Model number
  - 3. Year the casting was made.
  - 4. Material of construction
  - 5. USA
- F. A valve box alignment device shall be provided and installed for each valve box installation. The device shall be of HDPE or Glass Filled Polypropylene construction. It shall be furnished in two pieces that will lock together under the operating nut of the valve without requiring the removal of the operating nut. The device shall not affect the operation of the valve. The device shall be AFC Alignment Ring as manufactured by American Flow Control.

## **2.19 OPERATING NUT EXTENSIONS**

- A. Operating nut extensions shall be used when the top of the operating nut is greater than 4 feet from the top of finished surface.
- B. The stem shall be 1" SCH40 steel pipe with a 2-inch square bar steel operating nut attached to the upper end. The stem extension shall be of adequate length to reach from the valve operating nut to a point within 24-inches to 12-inches of the finished surface. A box wrench, 2 1/8" I.D. square, made from steel 3/16-inches thick shall be welded to the lower end of the stem extension which will fit over the valve operating nut. Two-inch valves with a tee-head operating nut will require a rectangular shaped box wrench on the end of the valve stem extension. The extension shall be secured to the valve operating nut by two 3/8" set screws. A round center guide made from 1/8-inch or 3/16-inch steel plate shall be placed on the valve stem extension approximately 6-inches from the upper end. The diameter of the guide shall be slightly less than the inside diameter of the valve box. The guide shall be affixed to the stem extension in such a way that it can rotate freely on the stem. Welds on stem extensions (top and bottom nut) shall be 1/8" - 3/16" fillet weld around full circumference.

- C. Shop drawings shall be submitted to the City of Fayetteville for approval prior to installing the stem extension pieces.

## **2.20 FIRE HYDRANTS**

- A. Fire hydrants shall be dry barrel hydrants in conformance with AWWA C502, latest revision. Fire hydrants shall be designed for a working pressure of 250 pounds per square inch gauge. Fire hydrants shall be three-way, and painted white with reflective glass beads above the ground line. Coating system shall be compatible with Sherwin Williams SHER-CRYL™ HPA – High Performance Acrylic B66-300 Series that is used to color code the fire hydrants. Permitted fire hydrants are (only) American Flow Control 5-1/4" Waterous Pacer WB67-250 and Mueller Super Centurion 250 hydrants. No approved equals.
- B. Hydrants shall have a 6 inch mechanical joint inlet in conformance to the dimensions shown in ANSI/AWWA C110/A21.10, latest revision. Three-way hydrants shall have a 5-1/4 inch valve opening.
- C. Fire hydrants shall be equipped with a two-piece barrel with a safety stem coupling and a break-a-way flange at the ground line and shall be designed for a 48-inch bury.
- D. Hydrants shall be equipped with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle. The operating nut shall be a nominal 1-1/2 inch pentagon, National Standard operating nut designed to open left (counterclockwise).
- E. Hydrants shall be supplied WITHOUT nozzle cap chains.
- F. Fire hydrants in non-paved areas shall be installed with a 24" x 24" square, 12" thick concrete pad, reinforced with 2 layers of #5 rebar, around the lower barrel of the hydrant six inches below the bottom of the break-away flange.
- G. A fire hydrant extension shall be installed in all locations where the centerline of the pumper nozzle is less than 18-inches above the finished grade elevation. The extension shall bring the centerline of the pumper nozzle between 18-inches and 24-inches above the finished grade elevation. The centerline of the pumper nozzle shall be 24-inches above rough grade elevations where sidewalks and yards will be installed in the future, in new subdivisions only. Extensions shall be Waterous K562 or Mueller A-320, with no more than one extension allowed per hydrant.
- H. Identifications tags shall be installed indicating the depth of bury of all hydrants. Additional tags shall be installed indicating the length of any extension installed.

## **2.21 BLOW-OFFS**

- A. Blow-offs shall have a 2-1/2" hose nozzle, traffic break-away, locking cover and be designed for 48-inch bury. Blow-offs shall be Mainguard #77 as manufactured by The Kupferle Foundry Company or approved equal.

## **2.22 AIR RELIEF VALVES**

- A. All water mains shall have 1"-2" single bodied air and or combination air and vacuum valves or 3"-10" dual bodied combination air and vacuum valve where indicated on the drawings. Valves shall have fiberglass reinforced nylon body or epoxy coated and lined cast iron bodies with stainless steel or non-metallic internal parts. Valve shall have rolling seal mechanism to allow full or partial opening and sealing of orifice or metal to metal stainless steel seating. The 1" – 2" valves float shall be made of foamed polypropylene and shall disrupt vortex and allow float to remain open until a 11 psi differential is achieved. Valves shall have a 250 psi working pressure. Valves shall be listed under NSF-61 and shall have ISO 9001 certificate. Valves shall be supplied with a male thread outlet or flanged outlet. All nipples and isolation valves for 1"-2" valves shall be brass or stainless steel. Ball style isolation valve shall be full port. Isolation valves for 3"-10" shall conform to Paragraph 2.12 – Gate Valves.
- B. Air release valves shall be A.R.I. Model D-040 for 1" and 2" or A.R.I. Model D-060-C HF NS for 3" – 10", or approved equal.

## **2.23 SERVICE SADDLES**

- A. Service saddles for 1" and 2" NPT service taps shall be sized for use on C900 PVC. Service saddles shall be Romac 101NS.

## **2.24 TAPPING SLEEVES**

- A. Tapping sleeves shall be designed for a minimum 250 psi working pressure and the material being tapped. All bolts and nuts shall be stainless steel.
  - 1. Tapping sleeves for 4-inch through 24-inch shall be stainless steel and shall be 100% domestic made in the USA. Tapping sleeves shall have a MJ outlet. Tapping sleeves shall be Ford FAST or approved equal.

## **2.25 SERVICE CONNECTION MATERIALS, FITTINGS AND BRASS**

- A. All service connection materials, fittings and brass shall be 100% domestic USA. All service connection materials, fittings and brass shall be manufactured in accordance with the Safe Drinking Water Act (SWDA latest edition and as amended) to be LEAD-FREE brass (aka No-Lead). Unless approved otherwise in writing by the Utilities Director all service connection materials, fittings and brass shall be rated for a working pressure of 300 psi.

If a specific item is listed in the following table(s) insert the designation required for 100% domestic USA and Lead-Free (or No-Lead). All service connection materials, fittings and brass shall be designed for a minimum working pressure of 250 psi.

- B. All service connection materials, fittings and brass shall be manufactured by Ford Meter Box Company, Inc. or Mueller Company and as further specified below. Equivalent cross referencing for corporation stops and meter setters shall be permitted if approved in writing by the City of Fayetteville's designated City engineer.
- C. Materials proposed for all service connection materials, fittings and brass shall be submitted to the designated City engineer for review after the Engineer of Record's review and recommended approval.
- D. Materials for standard meter sets 5/8", 1", 1-1/2", and 2" are indicated in the following tables. Materials and standards for larger meters (3" and greater) are not listed in the standard specifications. Larger meter installations require a site specific design. Please contact the City of Fayetteville Meter Department for information concerning meter size 3" or greater. Please contact the City of Fayetteville Engineering Department for standard drawings that may be incorporated for meter size 3" or greater.
- E. Design for 1-1/2" and 2" meter locations require project specific design of the piping from the main to the meter to avoid stress of the 2" coated copper pipe and to avoid excessive fittings. Alternate ductile iron piping and fittings (4 inch and greater) may be required for elevation changes between the water main and the 2" coated copper. All water service piping for meters settings greater than 1" shall be further designed by the Engineer of Record and submitted to the designated City engineer for review.

#### Single Meter Set

|                                                |                                                  |
|------------------------------------------------|--------------------------------------------------|
| main diameter x 1" saddle                      | Romac 101NS                                      |
| 1" corporation stop                            | Ford FB1000-4-Q-NL                               |
|                                                | Mueller B25008N                                  |
| 1" coated copper – City side                   |                                                  |
| 5/8" x 3/4" x 12" meter yolk                   | Ford VB72-12W-44-43-SQ-NL                        |
|                                                | Mueller 238B2567-R--93N                          |
| 1/2" x 16" SCH 40 PVC brace                    |                                                  |
| 3/4" coated copper tail piece 4' long          |                                                  |
| 18" diameter x 24" deep<br>SDR51 PVC meter box |                                                  |
| 18" cast iron flat meter lid                   | East Jordan 109, w/ Fayetteville logo (35109014) |

**Double Meter Set**

|                                                |                                                  |
|------------------------------------------------|--------------------------------------------------|
| main diameter x 1" saddle                      | Romac 101NS                                      |
| 1" corporation stop                            | Ford FB1000-4-Q-NL                               |
|                                                | Mueller B25008N                                  |
| 1" coated copper – City side                   |                                                  |
| 1" x 7.5" x 3/4" U branch                      | Ford U48-43-7.5-Q-NL                             |
|                                                | Ford multipurpose end C31-23-NL (x2)             |
|                                                | Mueller H15363N (1" compression inlet)           |
|                                                | Mueller end connection H14222N (x2)              |
| 5/8" x 3/4" x 12" meter yolk x 2               | Ford VB72-12W-14-33-Q-NL                         |
|                                                | Mueller 238B2567-RN                              |
| 1/2" x 16" SCH"40 PVC brace                    |                                                  |
| 3/4" coated copper tail piece 4' long          |                                                  |
| 18" diameter x 24" deep<br>SDR51 PVC meter box |                                                  |
| 18" cast iron flat meter lid                   | East Jordan 109, w/ Fayetteville logo (35109014) |

**1-inch Meter Set**

|                                                |                                                  |
|------------------------------------------------|--------------------------------------------------|
| main diameter x 1" saddle                      | Romac 101NS                                      |
| 1" corporation stop                            | Ford FB1000-4-Q-NL                               |
|                                                | Mueller B25008N                                  |
| 1" coated copper – City side                   |                                                  |
| 1" x 12" meter yolk                            | Ford VB74-12W-44-44-Q-NL                         |
|                                                | Mueller B24701RN                                 |
| 3/4" x 16" SCH40 PVC brace                     |                                                  |
| 1" coated copper tail piece 4' long            |                                                  |
| 24" diameter x 24" deep<br>SDR51 PVC meter box |                                                  |
| 24" cast iron flat meter lid                   | East Jordan 111, w/ Fayetteville logo (35108004) |

**1-1/2 inch and 2-inch Meter Set**

|                                                         |                                                            |
|---------------------------------------------------------|------------------------------------------------------------|
| main diameter x 2" saddle                               | Romac 101NS                                                |
| 2" brass close nipple                                   |                                                            |
| 2" ball valve                                           | Ford B11-777-NL                                            |
|                                                         |                                                            |
| 2" MIP x quick joint                                    | Ford C84-77-Q-NL                                           |
|                                                         | Mueller H15428N                                            |
| 2" coated copper – City side                            |                                                            |
| 2" MIP x quick joint                                    | Ford C84-77-Q-NL                                           |
|                                                         | Mueller H15428N                                            |
| 2" meter setter                                         | Ford Custom setter Item VBB77-95082-110-NL                 |
| 1" x 24" SCH40 PVC brace (x2)                           |                                                            |
| 2" coated copper tail piece 2' long                     |                                                            |
| 36" diameter x 36" deep composite meter box w/ top ring | East Jordan 8428 Assembly (38003636A01)                    |
| 28" outer cover, w/ lock                                | East Jordan 8428E, w/ Fayetteville lettering (00842845A01) |
| 11" inner cover, w/o lock                               | East Jordan D Meter Cover (32193001)                       |

**2.26 TRACER WIRE**

- A. Tracer wire shall be 12-gauge solid coated copper or 14-gauge coated copper clad steel for underground burial.
- B. Jacket color shall be BLUE, and made of High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) designed for direct burial.
- C. Connectors shall be used for all splices or repairs. Connectors shall be moisture displacement style as manufactured by 3M DBR, or equal.
- D. A locate or conductivity test shall be performed prior to signing off on the project.

**2.27 MARKING TAPE**

- A. Non-metallic water marking tape shall be warning tape as manufactured by Rhino Marking and Protection Systems, Harris Industries, Inc., or approved equal.
- B. Tape shall have a minimum thickness of 4 mils and manufactured with heavy metal-free polyethylene tape that is impervious to all known alkalis, acids, chemical reagents, and solvents found in soil. The minimum overall width of the tape shall not be less than 3-inches. Standard rolls shall be 1000' length.

- C. The tape shall be color coded Safety Blue and imprinted with the following message:  
Caution – Buried Water Line Below

## **2.28 WATER LINE MARKERS**

- A. Water line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380), or approved equal. All markers shall be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360), or approved equal and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, WATER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998". The label shall also include the official City Logo and be white in color with blue and black lettering. The label shall be affixed to two sides of the marker. An additional white 1" wide reflective tape (3M or equal) shall be placed around the full circumference of the top of the marker. Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.
- B. Markers in rural areas shall be placed adjacent to valves and hydrants and spaced along the length of the water line a maximum of 500 feet.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General Installation Section 2400
- B. Water Lines: Refer to Section 4100
- C. Water Service Lines: Refer to Section 4100

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**END OF SECTION 4000**



## **SECTION 4100      INSTALLATION OF WATER PIPE, FITTINGS, AND MATERIALS**

### **PART 1 - GENERAL**

#### **1.01              WORK INCLUDED**

- A.      Installation of water lines.
- B.      Installation of water service lines.

#### **1.02              WORK EXCLUDED**

- A.      Any and all work for, on or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification.
- B.      Any and all work for, on, or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) will be considered only on specific case by case basis in accordance with Section 1000 General Requirements. Approval will be project specific and requires approval from the Utilities Director.

### **PART 2 – ADDITIONAL REQUIREMENTS**

#### **2.01              ADDITONAL REQUIREMENTS**

##### **A.      PIERS**

- 1. Water pipe on piers shall be Ductile Iron Pipe. The ductile iron pipe shall meet the requirements of Section 4000 – Water Pipe, Fittings, and Materials, of these Specifications.
- 2. Piers shall be designed by the Engineer of Record for the specific project and submitted per Section 1000 General Requirements.
- 3. Install concrete piers as indicated on the approved plans and per Section 3600 - Cast-In-Place Concrete.

##### **B.      COLD WEATHER INSTALLATION**

- 1. The City reserves the right to order pipe installation discontinued whenever, in its opinion, there is danger of the quality of work being impaired because of cold weather. Do not lay any pipe on frozen ground. No water pipe shall be installed when the air temperature is less than 32° F unless proper precautions per the manufacturer's recommendations are taken by the Contractor and the method is approved by the Engineer and City.

2. When pipes with rubber gaskets or resilient-type joints are to be laid in cold weather, sufficiently warm the gasket or joint material per manufacturer's recommended methods to facilitate making a proper joint.

**C. SOLID SLEEVE INSTALLATION**

1. Solid sleeves shall be installed the same as mechanical joint connections for pipe installation.

2. The maximum gap between the two pipes being connected by a solid sleeve shall be one-half (1/2) inch.

**PART 3 – EXECUTION**

**3.01 VALVE INSTALLATION**

A. Valves shall be jointed in accordance with the methods of jointing pipe as specified elsewhere herein. Valve stems shall be plumb and there shall not be any obstructions that will prohibit the installation of valve boxes directly over the stem. Mechanical joint retainer glands shall be installed on all valves with mechanical joint ends.

B. All valves shall be firmly supported from below with compacted crushed stone up to and including 8-inch valves, or concrete for all valves greater than 8-inches.

C. All valves shall be double poly wrapped

D. Valve boxes shall be installed over the operating nut of each valve and be of adequate length to reach the finished ground or paved surface. Valve boxes shall be installed with a HDPE Valve Box Alignment Device of the proper size and manufacture to fit the valve and the valve box. Boxes shall be firmly supported, plumb, and centered over the valve operating nut. No part of the box shall rest on the valve. The box cover shall be flush with the finished surface.

E. Operating nut extensions shall be used when the top of the operating nut is greater than 4 feet from the top of finished surface. The stem extension shall be of adequate length to reach from the valve operating nut to a point within 24-inches to 12-inches of the finished surface.

F. Tracer wire shall be brought up on the OUTSIDE of the valve box. A hole or notch shall be made through the valves box approximately 4-inches below the top. The tracer wire shall be pushed through the hole or notch. Approximately 12-inches of wire shall be coiled inside the valves box for traceability. The tracer wire shall not interfere with the insertion of the lid onto the valve box.

G. All lids shall have a concrete pad with a minimum dimension of 18 inches square or round as appropriate. A concrete pad with a minimum dimension of 36 inches square or round as appropriate shall be installed for all valves 24-inches and larger.

- H. Install ductile iron pipe DIP and anchor collars on each side of all butterfly valves unless specifically approved otherwise by the City.

### **3.02 FIRE HYDRANT INSTALLATION**

- A. Pipe used to install fire hydrants from the required auxiliary valve on the water main to the fire hydrant shall be fully restrained. An additional valve for maintenance may be required for significantly long fire hydrant leads as determined by the designate City engineer.
- B. Hydrants shall be thoroughly cleaned before setting, removing all dirt and foreign matter from the barrel and bottom section up to the main valve. The main valve shall be in the "closed" position and the waste outlet shall be free of any obstructions.
- C. The Contractor shall take great care to protect the factory applied coating system. Means and methods for the protection of the fire hydrant are the responsibility of the Contractor. At no time shall chains or other abrasive materials come into contact with the factory applied coating system.
- D. Minor touchup for "incidental" scratches is permitted using factory provided touchup kits.
- E. When the factory applied coating system (from the bury line up), as identified by the City of Fayetteville, has damage other than "minor scratches," a new upper barrel section shall be ordered and delivered from the factory, inclusive of all internal working parts up to the operating stem breakaway. The upper barrel shall be replaced, and the damaged upper barrel returned to the factory at no cost to the City of Fayetteville. This includes, but is not limited to, excessive scratches, appearance of rust, or other aesthetic flaws. Field repainting of new fire hydrant installations is not permitted.
- F. Hydrants shall be located a safe distance from driveways, roadways and narrow type sidewalks and in a manner to provide complete accessibility, and they shall stand plumb with nozzles at proper elevation. The hydrant's "bury line" shall be set at or no more than four (4) inches above the finished grade elevation; therefore the bottom of hydrant nozzles shall be 18 to 22 inches above the finished grade elevation.
- G. Installation of fire hydrant extensions shall be made in the presence of the Engineer or the Engineer's representative and shall be per the manufacturer's instructions. The breakable flange and breakable stem coupling shall be removed and installed above ground level.
- H. The Contractor shall, if necessary, rotate the hydrant barrel or nozzle section at the flanged joint to obtain the desired nozzle position as specified by the Engineer. The pumper nozzle shall be at a right angle to and face the street unless otherwise directed by the Engineer.
- I. The bowl or bottom of the hydrant shall be supported firmly on the bottom and shall be braced against unexcavated earth at the end of the trench with concrete reaction backing. Solid concrete blocks may be used to support the bottom of the hydrant. If considered necessary by

the Engineer, the hydrant shall be tied to the branch pipe with suitable Series 300 STAINLESS STEEL rods or clamps. These rods or clamps shall be furnished by the Contractor without additional compensation.

- J. A drainage bed shall be provided under and around the base of the hydrant of at least six (6) cubic feet in volume and extending at least six inches (6”) above the drain outlet and shall consist of approved embedment aggregate material. Under no circumstances shall the drain outlet on the hydrant or the drainage bed be connected to a sewer.
- K. Backfilling and tamping around hydrant barrels shall be continuous in operation.
- L. If a fire hydrant is not located inside a concrete paved area, then a minimum 2.0' x 2.0' square x 0.5' (deep) Class "A" concrete pad shall be placed just below the break-away joint of the fire hydrant barrel as recommended in AWWA M-17 and as detailed.
- M. Fire hydrants, immediately after installation, shall be covered and wrapped with a heavy cloth, water-resistant sack, or black polyethylene sheeting, well taped in place around the hydrant, to identify the hydrant as being “not in service”.
- N. All fire hydrants installed within the City of Fayetteville water operational territory shall be painted white with glass reflective beads above the ground line. Factory coating system shall be compatible with Sherwin Williams SHER-CRYL™ HPA – High Performance Acrylic B66-300 Series that is used to color code the fire hydrants. Sherwin Williams DTM ACRYLIC COATING shall be used for the Safety Orange color only, as it is not available in HPA.
- O. All fire hydrant nozzle caps, bonnets and operating nuts shall be painted with two coats of paint according to the following table:

| <u>Flow Under Fire Conditions</u> | <u>Color</u> | <u>Color Specification</u> |
|-----------------------------------|--------------|----------------------------|
| More than 1500 gpm                | Light Blue   | Robotic Blue SW4063        |
| 1000 to 1499 gpm                  | Green        | Safety Green SW4085        |
| 500 to 999 gpm                    | Orange       | Safety Orange SW4083       |
| Less than 500 gpm                 | Red          | Safety Red SW4081          |

- P. The City of Fayetteville may provide the flow under fire conditions for each new fire hydrant installation based upon the current water modeling software or the Engineer of Record may furnish flow data based upon a current fire hydrant fire flow test performed in the area.

### **3.03 METER SETTINGS**

- A. Meter settings shall be installed where shown on the Drawings and/or as directed by the City. Installation shall be as per the City Engineering Standard Details. Meter setters shall be installed in a horizontal and plumb position within the meter box and at a depth to provide the required space between the top of the meter and the bottom of the meter box lid.
- B. A drainage bed consisting of approved embedment aggregate material shall be placed a minimum of 6-inches thick and 6-inches outside the edge of the bottom of the meter box. Non-woven filter fabric consisting of 8 oz/sy shall be placed on top of the drainage bed. The filter fabric shall extend 12-inch outside the edge of the bottom of the meter box. After the installation of the water service line, meter setter, meter box, and lid, the filter fabric shall be wrapped up the meter box and service line penetrations and taped securely to the meter box to provide a "dirt seal" before backfilling.
- C. Tracer wire shall be brought up on the INSIDE of the meter box with the water service line. Sufficient tracer wire shall be provide such that approximately 12-inches of wire will extend beyond the top of the box when pulled taunt. The tracer wire shall be loosely coiled and place inside the meter box. Do not wrap the tracer wire around the meter setter. An additional tracer wire shall be installed at the appropriate time from the meter to the building.
- D. The bottom of the meter setter connections shall be visible at the bottom of the meter box at the time of testing and of final inspection. Any dirt or debris in the bottom of the meter box shall be removed before the project is released for final payment and/or acceptance.
- E. The final grade at the meter box location shall be determined by the Engineer of Record and the meter box shall be placed at that grade. Final grade should take into account probable future installation of topsoil and/or sod. Any boxes falling in driveways or sidewalks shall be relocated at the expense of the developer or lot owner. No meters shall be set by the City until the meter box is adjusted to the proper grade.

### **3.04 BLOW-OFF INSTALLATION**

- A. Blow-off hydrants shall be thoroughly cleaned before setting, removing all dirt and foreign matter from the barrel and bottom section up to the main valve. The main valve shall be in the "closed" position and the waste outlet shall be free of any obstructions.
- B. Blow-offs shall be so located that the distribution system may be properly flushed, and so that danger of contamination of the water line by backflow will be eliminated. No blow-off shall be connected to any sewer or storm drain, submerged in any surface water or installed in any manner that will permit backsiphonage into the distribution system. The discharge of the blow-off shall be located above natural grade, and be screened, capped or plugged.
- C. Blow-off hydrants shall be installed in such a manner to provide complete accessibility, and they shall stand plumb with nozzles at proper elevation. The discharge nozzle shall be a minimum of 24-inches above finished grade elevation.

- D. The bowl or bottom of the blow-off hydrant shall be supported firmly on the bottom and shall be well braced against unexcavated earth on the backside of the blow-off hydrant. Solid concrete blocks, or other suitable material may be used to block the blow-off hydrant.
- E. A drainage bed shall be provided under and around the base of the blow-off hydrant of at least six (6) cubic feet in volume and extending at least six inches (6") above the drain outlet and shall consist of ASTM #67 gravel. Under no circumstances shall the drain outlet on the hydrant or the drainage bed be connected to a sewer.
- F. Backfilling and tamping around blow-off hydrant barrels shall be continuous in operation.
- G. Blow-off hydrants, immediately after installation, shall be covered and wrapped with a heavy cloth, water-resistant sack, or black polyethylene sheeting, well taped in place around the hydrant, to identify the hydrant as being "not in service".

### **3.05 TAPPING SADDLE INSTALLATION**

- A. Tapping saddles shall be used for 1-inch and 2-inch service taps.
- B. The pipe shall be free of dirt and other debris before attaching tapping saddle. That part of the pipe barrel, other than concrete pipe, which will be in contact with the gasket of tapping saddles, shall be smooth. All rough areas on the pipe barrel shall be smoothed. The Contractor shall field verify all pipe and fitting dimensions. Tapping saddles shall be installed at least twenty-four (24) inches from bell joints, fittings, end of pipe joint, or another tap.
- C. Tapping saddles shall be bolted securely to the pipe. The face of the outlet shall be zero to ten (0-10) degrees from horizontal. The bolts for tapping saddles shall be alternately tightened "snug" and then alternately tightened to a torque as recommended by the manufacturer.
- D. The tapping valve shall be attached securely to the tapping saddle to provide a water tight seal. Proper tools for installing brass hardware shall be used.
- E. The pilot drill and shell cutter shall be in good condition. The pilot, shell cutter, and any other component of the tapping machine that will or may come into contact with the interior of the tap valve or potable water pipe, shall be thoroughly sterilized with straight bleach or super-chlorinated solution. The shell cutter shall be the size required to cut the full opening specified and with a sufficient depth greater than the wall thickness of the pipe being tapped.
- F. After the tap is complete and the tapping machine has been removed, the bolts for the tapping saddle must be re-torqued per the manufacturer's specifications to ensure a proper seal.
- G. The tapping saddle shall be enclosed in polyethylene material in accordance with Paragraph 3.14 of these specifications.

- H. The contractor will follow the manufacturer's requirements and follow the current version of the "Tapping Guide for PVC Pressure Pipe", UNI-PUB-8, by the Uni-Bell PVC Pipe Association. The Contractor shall provide the removed pipe coupon to the City.

### **3.06 TAPPING SLEEVE INSTALLATION**

- A. The pipe shall be free of dirt and other debris before attaching tapping sleeve. That part of the pipe barrel that will be in contact with the gasket of tapping sleeve, shall be smooth. All rough areas on the pipe barrel shall be smoothed. The Contractor shall field verify all pipe and fitting dimensions. Tapping sleeves shall be installed at least twenty-four (24) inches from bell joints, fittings, end of pipe joint, or another tap.
- B. Tapping sleeves shall be bolted securely to the pipe. The face of the outlet shall be plumb. Mechanical joint glands for tapping sleeves shall be installed in accordance with Paragraph 3.06 herein. The bolts for tapping sleeves shall be alternately tightened "snug" and then alternately tightened to a torque as recommended by the manufacturer.
- C. The tapping valve shall be bolted securely to the tapping sleeve. The tapping valve shall be adequately supported from beneath. The weight of the tapping valve shall not be supported by the tapping sleeve. A concrete "mud slab" at least six (6) inches thick shall be poured under the location of all tapping valves 12 inches and larger and the weight of the valve shall be supported by the mud slab. The tapping machine shall be bolted securely to the valve.
- D. After installation of the tapping sleeve and the tapping valve and before drilling through the pipe, the assembly shall be hydrostatically tested at the pressure specified in Section 5300, herein, by introducing water through the sleeve test tap.
- E. The pilot drill and shell cutter shall be in good condition. The pilot, shell cutter, and any other component of the tapping machine that will or may come into contact with the interior of the tap valve or potable water pipe, shall be thoroughly sterilized with straight bleach or super-chlorinated solution. The shell cutter shall be the size required to cut the full opening specified and with a sufficient depth greater than the wall thickness of the pipe being tapped.
- F. Openings in the pipe barrel for tapping saddles installed on dry pipe shall be cut with a pilot drill and shell cutter. Torch cutting is not permitted.
- G. Tapping operations must not commence before inspection by the Engineer or his authorized representative. Tapping operations must not commence before the tapping assembly has passed a pressure test as detailed in Section 5300 herein.
- H. Only qualified operators shall operate the tapping machine. The "coupon" shall be withdrawn and be given to the Engineer for inspection. Care shall be exercised to avoid drilling or cutting the backside of the pipe by carefully assuring the engagement of the pilot drill and shell cutter shaft.

- I. After the tap is complete and the tapping machine has been removed, the bolts for the tapping sleeve must be re-torqued per the manufacturer's specifications to ensure a proper seal.
- J. All taps 12-inch and larger shall require the installation of a butterfly valve immediately after the tapping valve. The tapping valve shall be fully opened and abandoned in place.
- K. The tapping sleeve shall be enclosed in polyethylene material in accordance with Paragraph 3.14 of these specifications.
- L. Tapping sleeves shall be adequately thrust blocked with concrete.

### **3.07 CONCRETE THRUST BLOCKS AND ANCHOR COLLARS**

- A. Concrete thrust blocks and anchor collars shall be provided along the water line in accordance with the construction details, plan sheets, or as directed by the Engineer. The concrete mix (as defined in Section 3600 herein) shall be Class "B" for anchor collars and Class "A" for thrust blocks. All bends, tees, caps, plugs, and fire hydrants shall be thrust blocked unless specifically detailed in the construction drawings that no thrust blocking is required. Anchor collars shall be constructed on ductile iron pipe only; if the pipeline being restrained is primarily PVC or other non ductile iron pipe, at least one full joint of ductile iron pipe shall be inserted in the pipeline run to receive the concrete anchor collar. All vertical bends shall be both fully restrained and fully thrust blocked. Horizontal bends will be both fully restrained and fully thrust blocked when required by the City.
- B. Concrete for thrust blocks and anchor collars shall be placed against undisturbed soil. The excavation shall be hand shaped and free of loose material. Forms shall be used to confine the concrete in areas other than that part that is in contact with undisturbed soil in the direction of the thrust.
- C. No concrete shall be placed around any part of a joint or placed so that it interferes with the removal of any joint accessories such as bolts, followers, threads, collars, couplings, etc. Fire hydrant drains shall not be restricted.
- D. The top of the concrete thrust block or anchor collar shall be struck off with a wood straight edge or float.
- E. Concrete shall not be placed when the temperature is below 40° F and dropping or below 35° F if the temperature is rising, unless approved by the Engineer.
- F. Admixtures are not to be used without the approval of the Engineer.
- G. All reinforcement shall be inspected by the Engineer prior to placement of concrete. All placement of concrete must be in the presence of the Engineer or his representative. The Contractor is cautioned that he may be required to remove, without compensation, any concrete placed in the absence of the Engineer or his representative.



- H. Backfill over concrete thrust blocks or anchor collars shall not be placed before the concrete has attained initial set.
- I. No thrust blocks shall be less than six inches (6") thick between the pipeline or appurtenances and undisturbed soil in the direction of thrust on pipes 12-inch diameter and smaller. On larger pipes, the thickness of thrust blocks shall be as directed by the Engineer. A thrust block with any component of its length to width to depth ratio exceeding two (2) shall be reinforced with steel reinforcement bars as directed by the Engineer. The Engineer will consider the size of the thrust block, the size of the water main, and the system pressure in the determination of the size and spacing of the steel reinforcement.
- J. The excavation shall be free of water before concrete is placed. Steel reinforcement shall be placed as specified on the drawings.
- K. The pipe or appurtenances to be in direct contact with concrete shall be cleaned before placing the concrete.
- L. The area of contact of the thrust blocks and anchor collars shall be sufficient to resist the thrust. This will vary depending on the safe bearing value of the soil.

The Engineer of Record is required to design the thrust blocks, anchors and other restraints and submit to the City for review and approval.

If requested by the City, the engineer of record shall provide a geotechnical report to include soil values for thrust blocking design.

- N. Thrust blocks for vertical bends shall be adequate to resist the thrust by mass alone when the thrust is upward.
- O. Thrust blocks and anchor collars shall be adequate to restrain the pipeline and appurtenances at design pressure equal to 150% of the static pressure at the lowest point with a minimum pressure of 200 psi. The Engineer of Record shall provide calculations for review for all thrust blocks, anchor collars and other thrust restraints.
- P. Concrete thrust blocks and anchor collars on 12-inch and smaller pipelines shall have a minimum curing time of three days (72 hours) before any pressure is placed against the block or collar. Concrete thrust blocks and anchor collars on 14-inch and larger pipelines shall have a minimum curing time of seven days before any pressure is placed against the block or collar.
- Q. Concrete thrust blocks or anchor collars that fail to restrain the pipe or appurtenances shall be replaced by the Contractor at his expense.
- R. Reducers receiving an anchor collar shall be long bodied fittings.

- S. All water lines with dead ends shall be installed with an upstream valve, one full joint of ductile iron pipe with a MJ restraining gland, concrete anchor collar, a MJ cap with restraint, and a blow off assembly. The seat of the MJ restraining gland on the ductile iron pipe shall face the valve.
- T. Anchor collars subject to two-way thrust shall have two identical “A”/”B” reinforcement steel mats as shown in the City Engineering or project specific detailed drawings. Anchor collars for 18” and smaller diameter pipe with two-way thrust shall have two (2) Mega-Lug retaining glands placed back-to-back, spaced just inside the two reinforcing steel mats.
- U. Unless approved otherwise by the Engineer of Record and the designated City engineer, Two anchor collars shall be provided at each cut –in or “Inserta” valves, and two anchor collars shall be provided at all inline valves.
- V. The use of wood or any material that may deteriorate is strictly prohibited.

### **3.08 BACKFILLING AND INSPECTION**

- A. Before backfilling, install concrete thrust blocks and anchor collars in accordance with the plans and details at the location and interval and shown on the Drawings. Use concrete as specified in Section 3600-Cast-In-Place Concrete.
- B. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting.
- C. Test the pipeline per Section 5300-Inspection and Testing of Water Lines and Service Lines.
- D. Repair all pavements per Section 6000-Pavement Repair.
- E. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.
- F. Repair sodded and grass areas to original condition per Section 6100-Lawn and Grass Restoration.

### **3.09 WATER LINE INSTALLATION - AERIAL CROSSINGS**

- A. Construct piers as shown on the approved Drawings.
- B. Install encasement pipe on piers as shown on the approved Drawings.
- C. Insulate encasement as required by the City.

### **3.10 SEWER LINE CROSSINGS**

- A. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.

- B. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.
- C. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in watertight steel encasement pipe a minimum of 10 feet either side of the line, centered over the point of crossing. The ends of the encasement pipe shall be sealed watertight. Refer to Section 3400 – Steel Encasement Pipe for end seals.

### **3.11 STORM SEWER CROSSINGS**

- A. All water lines crossing under all concrete storm drains, or any storm drain 30-inch diameter and larger, or all storm drains with multiple pipe runs, shall be steel encased a minimum of 5 feet either side of the storm drain.

### **3.12 CUT AND CAP**

- A. Water lines that are to be abandoned shall be cut and capped as shown on the City Engineering standard details.
- B. Mechanical joint restraints and concrete shall be used to resist thrust loads.

### **3.13 ABANDON CORPORATION STOP**

- A. All corporation stops used for testing and/or chlorination need to be properly abandoned by fully closing the corporation stop, removing all service line materials, installing a solid copper disk, and reinstalling the corporation nut resulting in a water tight seal in the event that the corporation valve fails.

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**END OF SECTION 4100**

## **SECTION 4200      WATER LINE PRESSURE REDUCTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01              WORK INCLUDED**

- A.      This section covers the procedures associated with reducing water line pressure for construction.

#### **1.02              PROCEDURES**

- A.      Water lines may need to have the pressure significantly reduced to facilitate construction in a project area, i.e. tie-ins or cut and caps.
- B.      Water pressure reductions shall be approved and coordinated with the City of Fayetteville Water & Sewer Department.
- C.      The maximum amount of time that the line is permitted to be shut down shall be determined by the City of Fayetteville Water & Sewer Department.
- D.      The Contractor shall have sufficient materials, labor, and necessary backup provisions in place prior to initiating water line pressure reduction to ensure that construction activities can be completed within the time determined by the City of Fayetteville Water & Sewer Department.
- E.      A minimum of 72-hour notice shall be provided to each affected customer using the attached water pressure reduction notice.
- F.      The Contractor shall distribute the notices and generate a list of each address that the notices are delivered to. The list shall be given to the City of Fayetteville Water & Sewer Department for their files.

#### **1.02      CONSTRUCTION REQUIREMENTS**

- A.      The excavation in the project area shall be dewatered prior to pressure in the water main being reduced.
- B.      All water pipe, fittings, and materials shall be disinfected per AWWA C651, latest revision.
- C.      Immediately after construction is complete, the existing water lines shall be flushed thoroughly and background chlorine levels re-established.

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WATER SYSTEM NOTICE TO THE CUSTOMER

WATER PRESSURE REDUCTION

DATE: \_\_\_\_\_

Due to scheduled water system maintenance in your area, the contractor listed below, under supervision of the engineer listed below, must significantly reduce the water pressure in the area serving your business or residence. The water pressure will be reduced at the following time:

DATE TURNED DOWN: \_\_\_\_\_

TIME TURNED DOWN (approximate): \_\_\_\_\_

TIME TURNED BACK ON (approximate): \_\_\_\_\_

The pressure will probably be reduced such that you will not have water available in your residence or business. We are attempting to make the repairs in this way to avoid having to put your home or business on a precautionary boil order. Your water will be perfectly safe to drink as soon as full pressure is restored.

If the repair does not work as we expect and a boil order becomes necessary, you will be notified, in writing, when the need for the boil order is identified.

If you need to draw water for use, please do so before the time we will be reducing pressure.

If you have any questions, please call one of the following:

Engineer: \_\_\_\_\_  
Company and Contact Name Phone

Contractor: \_\_\_\_\_  
Company and Contact Name Phone

Thank you for your patience and consideration.

Water & Sewer Division  
479-575-8386

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**END OF SECTION 4200**



## **SECTION 5000      SEWER LINE CLEANING**

### **PART 1 - GENERAL**

#### **1.01    WORK INCLUDED**

- A.    This Section covers the cleaning of sewer lines.

#### **1.02    SUBMITTALS**

- A.    The Contractor shall submit for approval manufacturer's brochures and specifications for his proposed cleaning equipment. The equipment and methods selected for cleaning shall be approved by the City and the Engineer of Record.

### **PART 2 - PRODUCTS**

#### **2.01    EQUIPMENT**

- A.    Equipment selected for cleaning shall be of a type generally recognized by the trade for the purpose being used and that has proved satisfactory. The equipment shall be capable of removing all roots, dirt, grease, rock and other deleterious material and obstructions from the sewer lines and manholes that would prevent efficient use of the inspection equipment.
  - 1.    Hydraulic cleaning equipment shall be of a movable dam type and shall be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. Sewer cleaning balls or other such equipment which cannot be collapsed instantly will not be considered acceptable cleaning equipment. The moveable dam shall be of the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of grease. If a line segment is found to be completely stopped up or plugged or heavily intruded with roots, then a mechanical root cutter shall be used.
  - 2.    High velocity hydro-cleaning equipment shall be truck mounted for ease of operation. The equipment shall have minimum of 600 feet of 1 inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 60 GPM at a minimum working pressure of 1000 pounds per square inch (psi). The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. Equipment shall also have a high velocity gun for washing and scouring manhole walls and floor. The equipment shall carry its own water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, auxiliary engines, pump and a hydraulically driven hose reel. All controls shall be located so that equipment can

be operated above ground with minimal interference to traffic and/or danger to the operator.

3. Mechanical cleaning equipment shall be used to remove heavy accumulations of silt, sludge, etc., and roots. Bucket machines shall be operated in pairs with each machine powered by an engine with a minimum of 16 horsepower (HP) to ensure sufficient pulling power. Machines shall be capable of operating at least two speeds to match job conditions. Sufficient accessories and tools shall be furnished to accomplish the required cleaning in a complete and efficient manner.
4. Power rodding machines shall be of a continuous rod type, capable of holding a minimum of 1000 feet of rod. The rod shall be specifically treated steel. The machine shall have a positive rod drive and produce a 2000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch.
5. Cleaning equipment shall be provided that includes an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole.
6. A temporary debris catcher, as approved by the Engineer, shall be used in the downstream manhole.

## **2.02 PERSONNEL**

- A. Contractor personnel shall be thoroughly familiar with all phases of sewer line cleaning to insure satisfactory end results without causing damage to the sewer lines or adjacent property.

## **PART 3 - EXECUTION**

### **3.01 CLEANING EQUIPMENT**

- A. Since the success of related work depends a great deal upon the cleanliness of the lines, the importance of the cleaning operation cannot be too strongly emphasized. The equipment selected for cleaning shall be capable of removing all dirt, grass, rocks and other deleterious materials from the sewer lines and manholes. Particular emphasis is placed on the removal of grease accumulations so that cracks and breaks can be observed during television inspection and so that joints can be isolated during testing and sealing operations.
- B. The Contractor shall make an inspection of the lines to be cleaned in order to determine the type of cleaning equipment that is required. It is anticipated that hydraulic cleaning will be adequate for most of the line segments.

### **3.02 CLEANING REQUIREMENTS**

- A. Prior to inspection, the designated sewer lines, as shown on the project drawings, will be thoroughly cleaned as specified below:
1. The sewer lines shall be cleaned by using standard mechanically powered or hydraulically propelled cleaning tools or combinations thereof, such as rodding machines, boring machines, hydraulic balls, cones, ferrets, or other similar devices.
  2. All roots, sludge, dirt, sand, rock, grease and other solid or semi-solid material resulting from the cleaning operations shall be removed at the downstream manhole without passing the material from section to section, which could cause stoppage of the lines or accumulation in the wet well and damage to pumping equipment. When cleaning equipment is used, a debris catch riser as shown in the project specific or City engineering standard details shall be used in the downstream manhole so that both solids and water shall be trapped. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at no additional cost to the Owner. It the responsibility of the Contractor to secure a legal dump site for the disposal of this material.
  3. Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer lines are used, precautions shall be taken to insure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage present in the sewer lines shall be utilized to provide necessary fluid for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed or used when there is a fire in the area. Before using any water from the City water supply system, the Contractor shall obtain a hydrant meter from the Meter Department. The Contractor shall be responsible for the water meter and related charges for the setup, including the water usage bill. All expenses shall be considered incidental to cleaning.
  4. UNDER NO CIRCUMSTANCES SHALL SEWAGE OR SOLIDS REMOVED THEREFROM BE DUMPED ONTO STREETS OR INTO DITCHES, CATCH BASINS, STORM DRAINS OR SANITARY SEWER MANHOLES.

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**END OF SECTION 5000**

## **SECTION 5100 SEWER LINE TELEVISION INSPECTION**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. All new sewer lines constructed shall be inspected via internal television inspection.
- B. This section covers the television inspection (closed circuit television inspection – CCTC) of sewer lines.
  - 1. The inspection of each line shall be by a television (TV) camera especially designed to accurately show the condition of the lines from the interior and with the ability determine the depth of water in the event of any pooling and to pinpoint the locations of line faults and necessary repairs.
  - 2. A sewer line joint means the junction of two adjacent lengths of sewer pipe, and a fault is any crack too small to warrant pipe replacement. The term “manhole section” as used in these specifications shall mean the length of pipe connecting two manholes.

#### **1.02 SUBMITTALS**

- A. The Contractor shall submit for approval manufacturer’s brochures and specifications for proposed TV equipment.

#### **1.03 INSPECTION**

- A. Immediately upon cleaning the sewer line in one location, it shall be televised to determine the condition of the line and location of existing service connections, etc.
- B. The sewer lines shall be visually inspected by TV camera. The section being inspected shall be suitably isolated from the remainder of the sewer line as necessary.
- C. The camera shall be moved through the line in either direction at a uniform slow rate not to exceed 60 feet per minute, by means of cable winches, or similar mechanisms. Under no circumstances shall the camera be tethered to a hydraulically propelled or high-velocity jet cleaning device while the cleaning device is on.
- D. The camera shall stop at each service connection and provide a view up the service line.
- E. Telephone, or similar suitable means of communications, shall be set up between the two winches, the pumping unit and the monitor control.

- F. Under certain conditions, it may be impossible for inspection equipment to pass through a manhole section due to damaged pipe or other obstructions not correctable by internal methods. In such cases, the Engineer will be notified.
- G. TV inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled. Sewer flow will not exceed those shown below as measured in the manhole:
 

|                |          |
|----------------|----------|
| 6" - 10" Pipe  | 1 inch   |
| 12" - 14" Pipe | 2 inches |
| 14" - 24" Pipe | 3 inches |
| Over 24" Pipe  | 4 inches |
- H. The Contractor will make all provisions for pumping or bypassing the flow around the manhole section and the cost shall be incidental to TV inspection. Contractor shall not be allowed to float the camera unless permitted by the City.
- I. It is possible that some sections of the sewer line cannot be televised; therefore, house or building connection lines will have to be located on the ground by the Contractor. All cost for locating these service lines shall be included in the cost bid for house or building service line reconnection.

## **PART 2 - PRODUCTS**

### **2.01 TELEVISION INSPECTION EQUIPMENT**

- A. The television camera and monitoring equipment shall be specifically designed and constructed to perform the work as specified. The camera shall be operative in conditions of 100% humidity and/or under water. The camera shall be small enough to pass through a 6 inch diameter sewer and shall be waterproof with a self contained lighting system capable of producing enough light to produce clear, bright, sharp pictures on the monitor.  
  
The lighting and camera quality shall be suitable to allow a clear, in focus picture of a minimum of 6 linear feet of the entire inside periphery of the sewer pipe and the measuring device to determine the depth of water in the event of any pooling. Picture quality and definition shall be to the satisfaction of Engineer; otherwise, the equipment shall be removed from the line without pay.
- B. The monitor shall be located within a temperature controlled television unit that will accommodate three people to watch the sewer line inspection. The monitor will have a 12-inch minimum viewing screen. The Engineer will have access to view the television monitor at all times.
- C. The camera must be capable of measuring depth (in inches) of pooled water within the pipe. This can be accomplished by measuring equipment mounted directly to the camera,

software within the recording system that tracks depth based on grade changes, or other methods as approved by the Utilities Director.

### **PART 3 - EXECUTION**

#### **3.01 TELEVISION INSPECTION BY THE CONTRACTOR**

- A. The Contractor shall furnish video media of the lines televised to the Engineer for review and comments, which may require up to thirty (30) calendar days from the date submittal to the City. Unless approved otherwise by the City, the video media shall be DVD format. Video shall play in a standard DVD player without the need of viewing software. Each video media shall be permanently labeled with the following information furnished:
  - 1. Project Job Number
  - 2. Manhole to Manhole Designation
  - 3. Name of Contractor
  - 4. Date Televised
- B. The following information shall be recorded and visible onscreen for 10 seconds immediately before the start of televising each line segment:
  - 1. Project Job Number
  - 2. Manhole to Manhole Designation (Number, Pipe Material, Size of Line, and Direction of Televising)
  - 3. Name of Contractor
  - 4. Date Televised
  - 5. Street and or Easement Location
  - 6. Drawing Sheet Number
- C. A continuous uninterrupted recording of distance from the insertion manhole shall be visible at the lower left corner of the screen at all times during inspection.
- D. The following information shall be provided in hard copy to accompany each tape:
  - 1. Project Job Number
  - 2. Name of Contractor
  - 3. Date Televised

4. Street or Other Location
5. Upstream Manhole Designation
6. Downstream Manhole Designation
7. Pipe Material
8. Pipe Diameter
9. Direction of Televising (Downstream or Upstream)
10. Continuous Time Log Designating Start and Finish of Each Line Segment Televised. Time shall begin at 0hr 0min 0sec at the beginning of each tape.
11. Location of Service Connections

E. Media will become the property of the City. If the video is of such poor quality that the Engineer is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor will be required to retelevis and provide a good video of the line at no additional cost to the City.

## **PART 4 - PASS/FAIL CRITERIA**

### **4.01 CRITERIA**

A. The PASS/FAIL decision will not be made in the field.

B. The following items will be reviewed during the inspection:

1. Pipe bell ends facing downstream
2. Manhole Inverts:  
Geometry compared to city details. Invert shape, size, and roughness.
3. Service Connections  
Proper placement and connection to pipe per city details and specifications.
4. Loose or missing pipe joint gaskets
5. Pipe Joints not fully seated, or over-inserted.
6. Pipe integrity  
Crushed (or out of round)  
Damaged pipe (cracks, chips, etc.)
7. Pooling of water in the pipe.  
Any pooling of water that is deeper than ¾" will require the sewer main line to be adjusted to eliminate the problem.
8. Debris / Sediment.  
The line should be clear of all sediment and debris.

**END OF SECTION 5100**



## **SECTION 5200 INSPECTION AND TESTING OF SEWER LINES, MANHOLES, AND SERVICE LINES**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers the inspection and testing of sewer lines, manholes, and service lines. Holiday testing shall be required on all epoxy line manholes and sewer wet wells. Testing is required before final acceptance of sewer lines and service lines by the City.

#### **1.02 SCOPE OF WORK**

- A. All pipelines shall be inspected and tested before final acceptance. The methods to be used are as follows:

1. New Gravity Sewer Lines
  - a. Visual inspection during installation and before backfill.
  - b. Low pressure air test.
  - c. Television inspection.
  - d. Mandrel test (Flexible pipes only)
  - e. Final Visual Inspection
  - f. Infiltration/exfiltration
  - g. Tracer wire continuity test.
2. Manholes
  - a. Visual inspection during installation and before backfill.
  - b. Vacuum testing.
  - c. Final visual inspection.
  - d. Holiday test (epoxy coatings).
3. Replacement Sewer Lines and Point Repairs
  - a. Visual inspection during installation and before backfill.
  - b. Low pressure air test/exfiltration, infiltration.
  - c. Television inspection.
  - d. Mandrel test.
  - e. Final visual inspection.
4. Force Mains
  - a. Visual inspection during installation and before backfill.
  - b. Hydrostatic pressure test.
  - c. Tracer wire continuity test.

5. Service Lines

- a. Visual inspection during installation and before backfill.
- b. Low pressure air test.
- c. Exfiltration test.

**1.03 DELIVERABLES**

- A. The Engineer shall provide a complete and comprehensive testing report summary complete with all inspection and testing dates and results.

**PART 2 - PRODUCTS**

- A. As specified elsewhere within these Standards.

**PART 3 - EXECUTION**

**3.01 VISUAL INSPECTION DURING INSTALLATION AND BEFORE BACKFILL**

- A. The Engineer shall be responsible for inspecting sewer lines, manholes, and service lines during all phases of construction. The Engineer shall provide full time inspection services. All work not conforming to these specifications that is discovered during this inspection phase will be corrected by the Contractor.

**3.02 PRESSURE TEST FOR GRAVITY SEWER PIPELINES**

- A. The Contractor will perform pressure tests on all gravity sewer lines.
- B. Lines will not be accepted until they pass all required tests.
- C. Perform the tests in the presence of the City representative. Provide at least 48 hours' notice before beginning testing.
- D. The primary test method is the Low Pressure Air Loss test.

**3.03 LOW PRESSURE AIR LOSS PROCEDURE FOR GRAVITY SEWER PIPELINES**

- A. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
- B. Pipe air supply to pipeline to be tested so that air supply may be shut off, pressure observed, and air pressure released from the pipe without entering the manhole. Install a valved branch in the supply line past the shut-off valve terminating in a 1/4" female pipe thread for installation of the test gauge.
- C. Add air slowly to portion of pipe under test until test gauge reads at least 4 psig, but less than 5 psig.
- D. Shut air supply valve and allow at least two minutes for internal pressure to stabilize.

- E. The pressure shall then be decreased to 3.5 psig.
- F. Upon reaching 3.5 psig, the time in minutes, seconds for the pressure to fall 1 psig so that pressure at the end of time of the test is at least 2.5 psig shall be observed.
- G. Compare observed time with minimum allowable times in the following chart for pass/fail determination.

**TEST CHART FOR AIR TESTING SEWERS**  
 Leakage Testing of Sewers by Low Pressure Air Loss  
 (Time Pressure Drop Method)

| Table 1 - Minimum Test Times in Minutes.Seconds for 1 psig drop (3.5 psig to 2.5 psig) |                                |       |       |       |       |        |        |        |        |        |
|----------------------------------------------------------------------------------------|--------------------------------|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Distance<br>Between<br>Manholes                                                        | Nominal Pipe Diameter (inches) |       |       |       |       |        |        |        |        |        |
|                                                                                        | 8                              | 10    | 12    | 15    | 18    | 21     | 24     | 30     | 36     | 42     |
| 100                                                                                    | 7.33                           | 9.26  | 11.20 | 14.10 | 17.00 | 19.49  | 22.47  | 35.36  | 51.17  | 69.48  |
| 150                                                                                    | 7.33                           | 9.26  | 11.20 | 14.10 | 17.00 | 26.1   | 34.11  | 53.25  | 76.55  | 104.42 |
| 200                                                                                    | 7.33                           | 9.26  | 11.23 | 17.48 | 25.38 | 34.54  | 45.35  | 71.13  | 102.34 | 139.36 |
| 250                                                                                    | 7.33                           | 9.53  | 14.14 | 22.15 | 32.03 | 43.37  | 56.59  | 89.02  | 128.12 | 174.3  |
| 300                                                                                    | 7.35                           | 11.52 | 17.05 | 26.42 | 38.27 | 52.21  | 68.22  | 106.5  | 153.51 | 209.24 |
| 350                                                                                    | 8.51                           | 13.51 | 19.56 | 31.09 | 44.52 | 61.04  | 79.46  | 124.39 | 179.29 | 244.19 |
| 400                                                                                    | 10.07                          | 15.49 | 22.47 | 35.36 | 51.17 | 69.48  | 91.10  | 142.27 | 205.08 | 279.13 |
| 450                                                                                    | 11.23                          | 17.48 | 25.38 | 40.04 | 57.41 | 78.31  | 102.34 | 160.16 | 230.47 | 314.07 |
| 500                                                                                    | 12.39                          | 19.47 | 28.29 | 44.31 | 64.06 | 87.15  | 113.58 | 178.04 | 256.25 | 349.01 |
| 550                                                                                    | 13.55                          | 21.45 | 31.20 | 48.58 | 70.31 | 95.58  | 125.21 | 195.52 | 282.04 | 383.55 |
| 600                                                                                    | 15.11                          | 23.44 | 34.11 | 53.25 | 76.55 | 104.42 | 136.45 | 213.41 | 307.42 | 418.49 |

- H. Where groundwater level is above the crown of the pipe being tested, increase test pressure at the rate of 1 psi for every 2.5 feet of water above the crown.
- I. Air Testing Safety Requirements:
  - 1. Securely brace plugs used to close the sewer pipe for the air test; this is to prevent the unintentional release of a plug which can become a high velocity projectile. For example: four pounds (gauge) air pressure develops a force against the plug in a 12" diameter pipe of approximately 450 pounds; this force can propel a 12-inch plug weighing 10 pounds to supersonic speeds.
  - 2. Locate gauges, air piping manifolds, and valves at the top of the ground. Entry by anyone into a manhole where a plugged pipe is under pressure is strictly prohibited.

### **3.04 HOLIDAY TESTING FOR EPOXY LININGS**

- A. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.
- B. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
- C. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
- D. All areas repaired shall be retested following cure of the repair material(s).
- E. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
- F. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the City/Engineer by Contractor.

### **3.05 TELEVISION INSPECTION**

- A. The Contractor shall televise all newly installed sewer mains as follows:
  - 1. Television inspection shall be performed no less than 30-days after the pipe has been backfilled. Inspection shall be performed after mandrel testing, if applicable.
  - 2. The Contractor shall clean all lines thoroughly prior to the start of televising.
  - 3. Prior to performing the video test, a 5 gallons of clean water per 100 feet of sewer line shall be poured down the sewer main in order to highlight low spots.
  - 4. The Contractor shall televise each segment of pipe.
  - 5. The Contractor shall review the video for possible defects in material or workmanship.
  - 6. The Contractor shall correct any defects discovered during the television inspection at the Contractor's expense.
  - 7. The Contractor shall deliver to the Engineer final video and logs after all defects have been repaired.

### **3.06 MANDREL TEST**

- A. Mandrel testing shall be performed no less than 30-days after the pipe has been backfilled.
- B. The maximum allowable pipe deflection is five (5) percent of the inside pipe diameter.

- C. Any sewer pipe which fails the mandrel test prior to final acceptance will not be accepted by the City until the defects are corrected.
- D. All mandrel tests shall be performed by the Contractor while observed by City personnel.

### **3.07 SUPPLEMENTAL MANDREL TESTING**

- A. The City may at any time after final acceptance perform supplemental mandrel testing on pipelines constructed of flexible pipe material. These supplemental tests will be performed as detailed above with a maximum allowable long term deflection of five percent (5%).
- B. Any sewer pipe which fails the mandrel test prior to expiration of the maintenance bond will be corrected by the Contractor at the Contractor's expense. If the Contractor fails to correct these defects after a reasonable time, the City will correct the defects and file a claim with the bonding company.

### **3.08 FINAL VISUAL INSPECTION**

- A. Upon completion of the above tests the Engineer will perform a final visual inspection of sewer lines and manholes.
- B. A punch list of defects (including obvious running leaks) will be prepared and sent to the Contractor for correction at the Contractors' expense.

### **3.09 INSPECTION FOR SERVICE LINES**

- A. All building sewer installations shall be inspected and approved by an authorized City inspector.
- B. Backfill may only be placed on the completed portions of a building sewer following inspection. No approval certificate shall be issued until all portions of a building sewer from the main connection to the building foundation have been inspected and approved by an authorized inspector. At the time of inspection, the pipe should be in place in the trench with the top half of the pipe barrel exposed. No approval will be given for building sewers all or a portion of which are covered at the time of inspection.
- C. All building sewers are subject to testing to insure water tightness. All tests must be performed in the presence of the Engineer. Tests may be either by:
  - 1. Water Loss Test Procedure; or,
  - 2. Low Pressure Air Loss Procedure.
- D. If, in the opinion of the Engineer, the line in question is properly installed and free from open joints and breaks, building sewers constructed entirely of cast iron soil pipe may be connected to the city sewer without testing.

E. Low Pressure Air Loss Procedure

1. Plug securely both ends of the line to be tested.
2. Charge the line with air to a pressure of 4.5 psig.
3. Allow at least five minutes for the temperature in the pipe to stabilize.
4. Measure the time required for a one (1.0) psi drop in pressure.
5. The minimum time for a one psi loss is  $28.5 \times d$  seconds where  $d$  = the nominal diameter in inches of the pipe being tested.

**3.10 PRESSURE TEST FOR FORCE MAINS**

- A. Perform hydrostatic leakage tests for force mains the same as water pipe, see Section 5300, by filling the force main with water and increasing the pressure to a testing pressure of 150% of the working pressure with a minimum of 100 psi and a maximum pressure of 250 psi.
- B. The duration of the leakage test shall be two hours.
- C. The maximum allowable leakage rate shall be 1 gallon per foot diameter of pipe per 1000 feet of force main for the duration of the 2 hour test.
- D. The force main will not be accepted until the actual leakage is equal to or less than the allowable. In addition, all obvious leaks shall be repaired.

**3.11 MANHOLE TESTING**

- A. The Contractor shall vacuum test all new manholes constructed.
- B. Precast manholes shall be vacuum tested prior to backfill.
- C. The Contractor shall vacuum test all manholes that have been sealed (waterproofed).
- D. The Contractor shall vacuum test all manholes that have been epoxy lined.
- E. Manholes shall be tested in accordance with ASTM C 1244, latest edition. Vacuum test shall not be performed earlier than 7 days after construction for cast in place manholes. The Contractor shall provide all testing equipment, pump, hosing, seal, and other incidentals. Vacuum test head shall be positioned at the top of the casting (the surface on which the manhole cover rests, to include grade rings) in accordance with the equipment manufacturer's instructions. A vacuum of 10-inches of mercury shall be drawn and the vacuum pump isolated by the shut-off valve on the test head connection. When valve is closed, time measurement shall commence, and the time required for vacuum drop to 9-inches of mercury shall be observed and recorded. Manholes shall pass if the time for the vacuum reading to drop from 10-inches of mercury to 9-inches of mercury meets or exceeds the time values in seconds in the following table.

| Table 2 - Minimum Test Times for Various Manhole Diameters (seconds) |                   |    |    |    |    |    |    |     |     |
|----------------------------------------------------------------------|-------------------|----|----|----|----|----|----|-----|-----|
| Depth<br>(feet)                                                      | Diameter (inches) |    |    |    |    |    |    |     |     |
|                                                                      | 30                | 33 | 36 | 42 | 48 | 54 | 60 | 66  | 72  |
| <10                                                                  | 11                | 12 | 14 | 17 | 20 | 23 | 26 | 29  | 33  |
| 10                                                                   | 14                | 15 | 18 | 21 | 25 | 29 | 33 | 36  | 41  |
| 12                                                                   | 17                | 18 | 21 | 25 | 30 | 35 | 39 | 43  | 49  |
| 14                                                                   | 20                | 21 | 25 | 30 | 35 | 41 | 46 | 51  | 57  |
| 16                                                                   | 22                | 24 | 29 | 34 | 40 | 46 | 57 | 58  | 67  |
| 18                                                                   | 25                | 27 | 32 | 38 | 45 | 52 | 59 | 65  | 73  |
| 20                                                                   | 28                | 30 | 35 | 42 | 50 | 53 | 65 | 72  | 81  |
| 22                                                                   | 31                | 33 | 39 | 46 | 55 | 64 | 72 | 79  | 89  |
| 24                                                                   | 33                | 36 | 42 | 51 | 59 | 70 | 78 | 87  | 97  |
| 26                                                                   | 36                | 39 | 46 | 55 | 64 | 75 | 85 | 94  | 105 |
| 28                                                                   | 39                | 42 | 49 | 59 | 69 | 81 | 91 | 101 | 113 |
| 30                                                                   | 42                | 45 | 53 | 63 | 74 | 87 | 98 | 108 | 121 |

- F. Manholes showing greater than the allowable leakage shall be repaired and re-tested until a satisfactory leakage result is obtained.

### 3.12 TRACER WIRE CONTINUITY TESTING

- A. Contractor shall perform a continuity test on all tracer wire in the presence of the Engineer or the Engineers' representative. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at their own expense.
- B. A final continuity test shall be performed by a Water and Sewer Department representative before the project will be accepted by the City. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at his own expense.

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**END OF SECTION 5200**



## **SECTION 5300 INSPECTION AND TESTING OF WATER LINES AND SERVICE LINES**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers the inspection/observation and testing of water lines and services lines. Testing is required before final acceptance of water lines and service lines by the City.

#### **1.02 SCOPE OF WORK**

- A. All pipelines shall be inspected and tested before final acceptance. The methods to be used are as follows:

- 1. New Water Pipelines
  - a. Visual inspection during installation and before backfill.
  - b. Hydrostatic pressure test.
  - c. Disinfection.
  - d. Bacteriological sampling.
  - e. Final Visual Inspection.
  - f. Tracer wire continuity test.
- 2. Water Meter Setters
  - a. Visual inspection during installation and before backfill.
  - b. Final Visual Inspection.
- 3. Service Lines
  - a. Visual inspection during installation and before backfill.
  - b. Hydrostatic pressure test.
  - c. Final Visual Inspection
  - d. Tracer wire continuity test.

#### **1.03 DELIVERABLES**

- A. The Engineer shall provide a complete and comprehensive testing report summary complete with all inspection and testing dates and results.

### **PART 2 - PRODUCTS**

- A. As specified elsewhere within these Standards.

## **PART 3 - EXECUTION**

### **3.01 VISUAL INSPECTION DURING INSTALLATION AND BEFORE BACKFILL**

- A. The Engineer shall be responsible for observing/inspecting water lines, water meter setters, and service lines during all phases of construction. The Engineer shall provide comprehensive observation/inspection services. All work not conforming to these specifications that is discovered during this inspection phase will be corrected by the Contractor.

### **3.02 PRESSURE TEST FOR TAPPING SLEEVES**

- A. The contractor shall provide all pumps or other equipment necessary to test the tapping sleeve before making a tap. The duration of the hydrostatic leakage test on tapping sleeves shall be thirty (30) minutes at 225 psi with zero leakage.

### **3.03 PRESSURE TEST FOR WATER PIPELINES AND SERVICE LINES**

- A. After completion of construction of all water lines or sections thereof, the Contractor shall flush, test and disinfect the new water lines and in accordance with the Engineer of Record's plan as described below.
- B. Flushing
  - 1. All water for flushing, testing and disinfecting water lines shall be supplied and paid for by the Contractor. Water meters shall be obtained from the City of Fayetteville Meter Division. Water used for high rate flushing shall not be metered through a contractor issued water meter. Actual water flow rates used during flushing operations shall be determined by the City of Fayetteville by using either pitot style gauges or high rate water meters. Volume shall be determined by multiplying the measured flow rate times the duration of flushing in minutes. Water used for flushing shall be billed to the contractor at the current wholesale water rate plus applicable taxes.
  - 2. The work shall be coordinated to ensure that it will not be carried on during periods of high water usage. Water valves or other appurtenances on the existing water system, new tapping valves, or valves or appurtenances that have been accepted by the City, shall only be operated by a City employee who has a valid ADH Water Operator's License and under the direct supervision of the City of Fayetteville Water & Sewer Maintenance Division.
  - 3. The Contractor shall fill and flush the newly constructed lines and visually check all combination air release and vacuum valves, blow-off valve assemblies, line valves, fire hydrants, and meter setters to assure proper operation.

4. The Engineer of Record shall develop a flushing plan to ensure that all lines are properly flushed. The plan should specify the sequence in which valves and hydrants are to be opened and the duration thereof, ensuring complete flushing and protecting the City's water system from construction contaminated water. The volume to be flushed shall be no less than three (3) but no more than five (5) times the volume of the main to be flushed, and shall be metered by the City. The flow shall be such that a flushing velocity of not less than 2.5 feet per second and preferably 3.5 feet per second or greater is attained.

C. Hydrostatic Testing

1. All pipe shall be tested as set out in AWWA C600, latest revision. Tests will be conducted only after the line is completed, including all taps and meter settings as required and the backfill completed. These tests shall be performed by the Contractor in the presence of the City Inspectors and the Engineer of Record. The Contractor shall furnish all necessary pressure gauges, meters, and pumps and make all taps and connections.
2. Each valved section of pipe shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. Before applying the test pressure, all air shall be expelled from the pipe by permanent taps or corporation cocks where necessary.
3. Test pressure shall be either 150 percent of the static pressure at the lowest points or 200 psi, whichever is greater, not to exceed 250 psi at the lowest point. The contractor shall provide all pumps or other equipment necessary to maintain the test pressure within +/-5 psi at the test point for a period of two (2) hours. All interior valves including guardian valves on fire hydrants and other appurtenances shall be open during all tests.
4. The test pressure shall not vary by more than  $\pm$  five (5) psi for the duration of the test. During the duration of the two hour test, if the test pressure drops more than 5.0 psi from the start pressure, the test shall be terminated and considered failure due to assumed leaks in the tested pipe section. If the pressure rises beyond the allowed 5 psi variance, the test shall be terminated and remaining air shall be purged from the pipeline.

D. Leakage

1. The leakage test shall be conducted concurrently with the pressure test. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the above specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

2. The maximum allowable leakage rate shall be 1 gallon per foot diameter of pipe per 1000 feet of water line for the duration of the 2 hour test.

| D (inches) | 6    | 8    | 10   | 12   | 14   | 16   | 18   | 20   | 24   | 36   | 42   |
|------------|------|------|------|------|------|------|------|------|------|------|------|
| Allowable  | 0.50 | 0.67 | 0.83 | 1.00 | 1.17 | 1.33 | 1.50 | 1.67 | 2.00 | 3.00 | 3.50 |

3. Upon completion of a two hour test where the test pressure did not vary by more than  $\pm$  five (5) psi, the CONTRACTOR shall determine the leakage amount by measuring the amount of “make-up” water necessary to restore the original starting pressure.
4. Should any test of pipe laid disclose leakage greater than that specified, the leak(s) shall be located and repaired and the line shall be re-tested at the Contractor’s expense. All visible leaks shall be repaired regardless of the amount of leakage. It may be necessary to utilize leak detection equipment to locate not visible leaks at the Contractor’s expense.

### **3.04 DISINFECTION**

- A. After successful pressure testing, the line(s) shall be flushed at a velocity equal to or greater than 2.5 feet per second. The line shall then be disinfected in accordance with AWWA C651, latest revision, for Disinfecting Water Mains, continuous feed method, except that the placing of hypochlorite granules into the main during construction will not be permitted.
- B. The Contractor shall provide a test/chlorine tap no greater than 10’ downstream from the beginning of the new water line. All excavation, installation, use of and proper abandonment of the test tap is the responsibility of the Contractor.
- C. The final concentration of chlorine inside the main shall be 25 parts per million (ppm) at all locations and shall be maintained for a minimum of 24 hours. The chlorine residual at the end of the 24 hour period shall not be less than 10 ppm. The contractor shall supply all test kits necessary to verify chlorine concentrations.
- D. The contractor shall operate all valves and hydrants in the treated section of water line during the initial 24 hours to ensure disinfection of the appurtenances.
- E. The contractor shall take great care when flushing the line to assure proper drainage is available to prevent harm at any adjacent downstream location.
- F. Disposal of the disinfecting water shall be in a manner that will protect the public and the receiving waters from harmful concentrations of chlorine. Dechlorination of the

disinfecting water shall be in accordance with AWWA C655, Field Dechlorination, latest edition. A dechlorination plan shall be prepared by the Engineer of Record.

- G. After disinfection is complete, the Contractor shall then flush the disinfecting solution from the lines to a point that the chlorine concentration is back down to the same level as the treated water from the distribution system. The treated water lines will then be tested before being placed into service.

### **3.05 BACTERIOLOGICAL SAMPLES**

- A. Bacteriological samples shall be taken by City personnel only. Samples shall be taken on two consecutive days and shall be taken only on Monday, Tuesday, Wednesday, or Thursday. Before a line is placed in service, two consecutive series of samples which are not collected on the same day and are taken no more than 4 days apart must show that the water is bacteriologically safe for drinking purposes.

### **3.06 FINAL VISUAL INSPECTION**

- A. Upon completion of the above tests the Engineer will perform a final visual inspection of water pipelines and meters.
- B. A punch list of defects (including obvious running leaks) will be prepared and sent to the Contractor for correction at the Contractors' expense.

### **3.07 TRACER WIRE CONTINUITY TESTING**

- A. Contractor shall perform a continuity test on all tracer wire in the presence of the Engineer or the Engineers' representative. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at their own expense.
- B. A final continuity test shall be performed by a Water and Sewer Department representative before the project will be accepted by the City. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at his own expense.

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**END OF SECTION 5300**

## **SECTION 6000 PAVEMENT REPAIR**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This section covers the materials and procedures used in the repair of roads, streets, or other public rights-of-way where a water lines, sewer lines or appurtenances are constructed as part of private or development projects.
- B. Capital Improvement Projects and City maintenance projects are not a standard specification. Capital Improvement Projects and City maintenance projects will be considered only on specific case by case basis in accordance with Section 1000 General Requirements.

#### **1.02 REGULATIONS AND STANDARDS**

- A. All permanent repairs of streets, roads, trails, sidewalks, other public rights-of-way, private drives, private parking lots, etc. shall comply with the requirements shown on the City Engineering Standard Detail Drawings and as further defined in the City's Minimum Street Standards and details. Also refer to:

<http://www.fayetteville-ar.gov/DocumentCenter/View/6805>

<ftp://ftp.fayetteville-ar.gov/published/engineering/standard%20details/street%20trail%20details/>

- B. The Contractor is responsible for following the requirements of all State or local Ordinances, Regulations, or Codes governing the repairs to roads, streets, or other public rights of way. In particular:
  - 1. Repair of State Highways: per requirements of the Arkansas State Highway Commission.
  - 2. Repair of county roads: per requirements of the County Roads Department.
  - 3. Repair of City of Fayetteville streets, sidewalks, and driveways: per the requirements of the City of Fayetteville.
  - 4. Permit for street cut and repairs shall be furnished by the Contractor.
- C. Temporary Repairs: Comply with Section 1000 General Requirements and as follows.
  - 1. Per requirements of the governmental agency having jurisdiction and these specifications.

### **1.03 TRAFFIC CONTROL**

- A. Comply with Section 1000 General Requirements and as follows.
- A. Whenever traffic flow restrictions of any kind are anticipated, the Contractor will be required to contact the City of Fayetteville to be given permission to obstruct traffic flow.
- B. Street closing permits must be obtained from proper government agencies.
- C. Construction signs shall be placed immediately adjacent to the Work, at such locations as traffic demands.
- D. Contractor will be required to submit a Traffic Control Plan to City of Fayetteville and the Engineer.

**END OF SECTION 6000**



## **SECTION 6100 LAWN AND GRASS RESTORATION**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

- A. This Section covers the replacement of native grass or sod in lawns disturbed by the construction.
- B. Consists of furnishing and applying fertilizer, seed, mulch cover, and water at all other locations disturbed by the construction.
- C. Maintenance service.

#### **1.02 SCOPE OF WORK**

- A. This Section covers the furnishing and placing of sod to form solid mats on areas shown on the Drawings (generally lawns or commercial green spaces) or seed and mulch all other areas disturbed by the Contractor.
- B. It covers the furnishing and applying of water.
- C. It covers the furnishing and placing of four (4) inches of topsoil on all areas disturbed during construction.
- D. It covers the furnishing and placing of fertilizer.
- E. All work shall be in accordance with details shown on the Drawings and within these Specifications.
- F. The Contractor is responsible for following the requirements of all local Ordinances, Regulations, or Codes governing re-vegetation and slope stabilization,

#### **1.03 WARRANTY**

- A. Provide one year warranty from date of final acceptance.
- B. Replace areas found dead, or not in a healthy growing condition.

## **PART 2 - PRODUCTS**

### **2.01 TOPSOIL**

- A. Topsoil shall be reasonably free from subsoil, clay, lumps, brush, objectionable weeds and/or other litter and shall be free from roots and toxic substances or other material or substances that might be harmful to plant growth or be a hindrance to grading, planting and maintenance operations.

### **2.02 FERTILIZER**

- A. Fertilizer shall be a standard commercial product complying with State and Federal laws and with the requirements issued by proper authorities.
- B. Fertilizer shall be delivered to the site in the manufacturer's original container, on which shall be plainly marked the manufacturer's name and the guaranteed chemical analysis.
- C. Except as noted in the following sentence, fertilizer shall contain not less than the percentages by weight of ingredients as follows:

|                  |              |
|------------------|--------------|
| Nitrogen         | - 13 percent |
| Phosphorus, P205 | - 13 percent |
| Potash, K2       | - 13 percent |

Other 1:1:1 ratio fertilizers may be used, provided the available plant food remains the same as herein specified.

- D. All fertilizer shall be solid and shall be in a condition which will permit proper distribution.

### **2.03 SOD**

- A. Solid sod shall be cut from well-established viable Bermuda, Zoysia or St. Augustine grass. Sod type shall match that established in the disturbed areas.

### **2.04 SEED**

- A. Contractor shall apply seed mixture appropriate for the season and disturbed area.
- B. Contractor shall apply a mixture of various annuals and perennials to provide overlapping times of seasonal peak vegetative cover. Seeding shall only be done just prior to the vegetation's peak season for best results. Seeding shall be used when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control.

- C. To optimize soil stabilization, Contractor shall utilize a nurse crop of quick growing annuals within a mix of perennials appropriate for the season. The nurse crop germinates and grows rapidly, holding the soil until the slower-growing perennial seedlings become established. Permanent vegetation shall not be considered established until a ground cover of perennial vegetation is achieved that is uniform and mature enough to survive and be of sufficient density to preclude erosion.
- D. Contractor shall conduct seeding activities to achieve stabilization that are generally congruent with the following schedule:

**Dormant Cold Season Temporary Stabilization (November 1 – February 28)**

Seeding at this time of the year typically does not produce successful results, as cold temperatures inhibit seed germination. Contractor shall be responsible for achieving temporary stabilization via mulching, erosion control blankets, matting, compost, and/or other appropriate structural/nonstructural methods for temporary stabilization until seasonal weather conditions become more conducive to establishment of permanent perennial vegetative cover. Fertilizers shall be added at this time in preparation for seeding. Contractor shall be responsible for achieving temporary stabilization at all areas that are unstable and subject to erosion. Contractor shall apply temporary seeding, as follows:

**Dormant Cool Season Temporary Cover Crop Seed Mix (November 1 – February 28)**

| Plant Species                                | Growth Season/<br>Life Cycle | Seeding Rate |
|----------------------------------------------|------------------------------|--------------|
| Winter rye ( <i>Secale cereale</i> )         | cool season annual           | 75 lb/ac     |
| Perennial Ryegrass ( <i>Lolium perenne</i> ) | cool season perennial        | 75 lb/ac     |

**Pre Warm Season (Spring) Seeding (March 1 – May 31)**

As the growing season approaches, Contractor shall apply a mix of quick germinating cool season species combined with warm season species listed below. The cool season species will serve to hold the soil until warmer weather arrives stimulating the warm season species to germinate.

**Pre Warm Season (Spring) Seed Mix (March 1 – May 31)**

| Plant Species                                             | Growth Season/<br>Life Cycle | Seeding Rate |
|-----------------------------------------------------------|------------------------------|--------------|
| Oats ( <i>Avena sativa</i> )                              | cool season annual           | 20 lb/ac     |
| Perennial Ryegrass ( <i>Lolium perenne</i> )              | cool season perennial        | 20 lb/ac     |
| White clover ( <i>Trifolium repens</i> )*                 | cool season perennial        | 20 lb/ac     |
| Korean (Kobe) lespedeza ( <i>Kummerowia stipulacea</i> )* | warm season annual           | 20 lb/ac     |
| Bermuda ( <i>Cynodon dactylon</i> )                       | warm season perennial        | 30 lbs/ac    |
| Bahiagrass ( <i>Paspalum notatum</i> )                    | warm season perennial        | 30 lbs/ac    |
| Weeping love grass ( <i>Eragrostis curvula</i> )          | warm season perennial        | 30 lbs/ac    |

\*All legume seed must be properly inoculated with appropriate inoculant.

### **Warm Season Seeding (June 1 – August 31)**

In the midst of the growing season, Contractor shall apply a mix of warm season annuals and perennials, as follows:

### **Warm Season Seed Mix (June 1 – August 31)**

| <b>Plant Species</b>                             | <b>Growth Season/<br/>Life Cycle</b> | <b>Seeding Rate</b> |
|--------------------------------------------------|--------------------------------------|---------------------|
| Sudan grass ( <i>Sorghum bicolor</i> )           | warm season annual                   | 20 lb/ac            |
| Alyce clover ( <i>Alysicarpus ovalifolius</i> )  | warm season annual                   | 20 lb/ac            |
| Brown-top millet ( <i>Panicum ramosum</i> )      | warm season annual                   | 20 lb/ac            |
| Bermuda ( <i>Cynodon dactylon</i> )              | warm season perennial                | 25 lbs/ac           |
| Bahiagrass ( <i>Paspalum notatum</i> )           | warm season perennial                | 25 lbs/ac           |
| Weeping love grass ( <i>Eragrostis curvula</i> ) | warm season perennial                | 25 lbs/ac           |
| Buffalo grass ( <i>Bouteloua dactyloides</i> )   | warm season perennial                | 25 lbs/ac           |

### **Late Season Seeding (September 1 – October 31)**

During late summer to early fall, Contractor shall apply the following mix:

### **Late Season Seed Mix (September 1 – October 31)**

| <b>Plant Species</b>                          | <b>Growth Season/<br/>Life Cycle</b> | <b>Seeding Rate</b> |
|-----------------------------------------------|--------------------------------------|---------------------|
| Oats ( <i>Avena sativa</i> )                  | cool season annual                   | 30 lb/ac            |
| Winter rye ( <i>Secale cereale</i> )          | cool season annual                   | 30 lb/ac            |
| White clover ( <i>Trifolium repens</i> )*     | cool season perennial                | 25 lb/ac            |
| Perennial Ryegrass ( <i>Lolium perenne</i> )  | cool season perennial                | 50 lb/ac            |
| Virginia wildrye ( <i>Elymus virginicus</i> ) | cool season perennial                | 25 lb/ac            |

\*All legume seed must be properly inoculated with appropriate inoculant.

- E. Contractor has option of adding warm season perennials to Late Season Seed Mix (September 1 – October 31) and/or Dormant Cool Season Temporary Cover Crop Seed Mix (November 1 – February 28) or seeding with warm season perennials during other seeding periods. This is to be determined on a site-specific basis. Contractor shall confer with City of Fayetteville prior to seeding activities to determine specific seed mix.
- F. Contractor shall submit all labels/tags from seed bags and seed purchase invoices to the City of Fayetteville.

## **2.05 MULCH**

- A. Mulching shall be used in conjunction with both temporary and permanent seeding practices to enhance their success by providing erosion protection prior to the onset of vegetative growth. Straw mulching shall be of oat, wheat, or rice straw mulch. Hay mulch shall be prairie grass, Bermuda grass, or other hay as approved. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.
- B. Mulching shall be spread in a uniform continuous blanket, at a rate of 1 to 3 tons per acre (air dried weight) or to a uniform 2-inch depth. Mulch shall be spread by hand or by an

approved blower type mulch spreader. Care shall be taken to remove all wire and/or twine from baled hay/straw when the control structures are removed from the site. Mulch shall be anchored in the soil to a depth of two to three inches to form a soil-binding mulch to prevent loss or bunching, or held in place with a tackifier.

## **2.06 WATER**

- A. Water shall be free from any substances, in solution or in suspension, which would inhibit the rapid growth of grass.

## **PART 3 - EXECUTION**

### **3.01 FERTILIZER APPLICATION**

- A. Fertilizers shall be applied at appropriate agronomic rate. If necessary to achieve final stabilization, fertilizer shall be applied at a minimum rate of 250 pounds per acre (0.0057 pounds per square foot) in advance of tilling/seedbed preparation operations. When soil samples are not practical, fertilizer shall consist of 13-13-13 (nitrogen, phosphorus, and potassium content). The fertilizer distributor box shall be equipped with baffle plates to prevent downward movement of fertilizer when operating on a slope. The fertilizer shall be raked in and thoroughly mixed with the soil to a depth of approximately 2 inches prior to the application of seed or mulch.

### **3.02 SEEDING**

- A. Areas to be seeded shall be dressed to natural shape.
- B. The Contractor shall obtain an approved topsoil from any available source and place uniformly on the designated areas and spread evenly to a minimum thickness of four (4) inches. Irregularities in the surface shall be corrected so as to prevent formation of depressions where water will stand. TOPSOIL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, OR IN A CONDITION DETRIMENTAL TO THE PROPOSED PLANTING AND PROPER GRADING.
- C. Broadcast sowing of seed may be accomplished by hand seeders or by approved power equipment. Either method shall result in uniform distribution and no work shall be performed during high winds. The area seeded shall be lightly firmed with a cultipacker immediately after broadcast.
- D. The contractor shall water and maintain seeded areas from time of completion until final acceptance of the project.

- E. The contractor shall be responsible for establishing ground cover on all disturbed areas. Repeated seeding shall be required if necessary throughout the warranty period.

### **3.03 SOD PLACEMENT**

- A. In this paragraph, "Solid Sod" is interchangeable with the word "sod."
- B. Solid sod or topsoil shall not be placed until all other items of work are complete.
- C. Prior to placing the sod and topsoil in the areas designated, the ground surface shall be cleared of materials that might hinder proper grading, tillage, or subsequent maintenance operations such as stumps, stones, roots, cable, wire, grade stakes, etc., and brought to four (4) inches below the finished grade. The areas shall then be thoroughly tilled to a depth of at least two (2) inches by plowing, disking, harrowing or other acceptable means.
- D. The Contractor shall then obtain an approved topsoil from any available source and place uniformly on the designated areas and spread evenly to a minimum thickness of four (4) inches. Irregularities in the surface shall be corrected so as to prevent formation of depressions where water will stand. TOPSOIL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, OR IN A CONDITION DETRIMENTAL TO THE PROPOSED PLANTING AND PROPER GRADING.
- E. After the topsoil has been spread and graded, the surface shall be cleared of stones, stumps or other objects that might hinder planting or maintenance preparations. Paved areas over which hauling operations are conducted shall be kept clean.
- F. Where any portion of the surface becomes gullied or otherwise damaged, the affected areas shall be repaired to the aforementioned condition.
- G. Areas to be sodded shall be shaped in such manner that they will, after placement of sod, conform to the typical sections.

### **3.04 WATERING**

- A. Prior to placement of seed or sod, areas shall be sprinkled with water sufficiently to make them moist, but not muddy. The initial application of water may be omitted if the area is sufficient moist from rainfall.
- B. Immediately following the placing and tamping of sod, the covered area shall be wetted thoroughly. **Subsequent applications of water shall be as required.**
- C. Immediately following the application of the mulch cover for seeding, water shall be applied in sufficient quantity to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed and maintain growth.

### **3.05 COMPLETENESS**

- A. The lawn and grass operations shall not be considered complete until a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 80% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures.

### **3.06 INTERMITTENT CLEANUP**

- A. Immediately following the lawn and grass restoration operations, all gutters, sidewalks, driveways, street pavement, yard or other areas shall be cleaned of all debris, excess sod, topsoil or other objectionable matter. All such cleanup operations shall be completed before sodded areas are measured for payment.

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**END OF SECTION 6100**



## **SECTION 6200**

### **REPORTING FORMS**

The following forms may be revised and/or additional forms added as determined by the Utilities Director or City engineer.

It is the Contractor's responsibility to request the latest edition of Reporting Forms.

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## Fire Hydrant Information Sheet

City of Fayetteville

Hydrant ID:

Assigned by Water/Sewer

Manufacturer:

Mueller, Waterous, Other

Address:

Nearest House Number

Model:

Street:

Street Name

Year:

Cross Street:

Nearest Cross Street

Installation Date:

Main Diameter:

Installed By:

City or Contractor Name

Feeder Diameter:

Static Pressure:

 psi

Depth of Bury:

Include Extensions

Ownership:

City, Private, WWA, Other

Number of Nozzles:

 3    2    Other: 

Nozzle Diameters:

 4 1/2"-  ; 2 1/2"-  ; Other- 

Fire Flow Data

Secondary Fire Hydrant for Test

Pitot Pressure:

 psi

Hydrant ID:

Measured Flow:

 gpm

Static Pressure:

 psi

20 psi Residual Flow:

 gpm

Residual Pressure:

 psi

Current Color:

 Blue   Green   Orange   Red   Other: 

Residual Flow is 1500 gpm > - Blue; 1000 to 1499 - Green; 500 to 999 - Orange; < 500 - Red

Correct Color:

Date of Flow Test:

Initials of Testor:

Date of Inspection:

Initials of Inspector:

Date of Maintenance:

Intitials of Maint.:

Notes:

## Manhole Vacuum Test Form

City of Fayetteville

| Test Date: _____           |               |                           |               | Contractor / Superintendent: _____  |             |                                   |                    |
|----------------------------|---------------|---------------------------|---------------|-------------------------------------|-------------|-----------------------------------|--------------------|
| Project Name: _____        |               |                           |               | _____                               |             |                                   |                    |
| City Project Number: _____ |               |                           |               | Engineer / Inspector: _____         |             |                                   |                    |
| Location: _____            |               |                           |               | _____                               |             |                                   |                    |
|                            |               |                           |               |                                     |             |                                   |                    |
| Drawing<br>Sheet<br>Number | Manhole<br>ID | Manhole<br>Sta.<br>Number | Start<br>Time | Start<br>Pressure<br>(inches of Hg) | End<br>Time | End<br>Pressure<br>(inches of Hg) | Pass<br>or<br>Fail |
|                            |               |                           |               |                                     |             |                                   |                    |
|                            |               |                           |               |                                     |             |                                   |                    |
|                            |               |                           |               |                                     |             |                                   |                    |
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|                            |               |                           |               |                                     |             |                                   |                    |

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City of Fayetteville

## Water Line Data

City of Fayetteville

[illegible]

Sewer Line Low Pressure Air Test Form

City of Fayetteville

|                      |                              |
|----------------------|------------------------------|
| Test Date:           | Contractor / Superintendent: |
| Project Name:        |                              |
| City Project Number: | Engineer / Inspector:        |
| Location:            |                              |

| Plan Sheet Number | Upstream Manhole | Upstream Sta. Number | Downstream Manhole | Downstream Sta. Number | Start Time | Start Pressure (psi) | End Time | End Pressure (psi) | Pass or Fail |
|-------------------|------------------|----------------------|--------------------|------------------------|------------|----------------------|----------|--------------------|--------------|
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |
|                   |                  |                      |                    |                        |            |                      |          |                    |              |

**Sewer Line Mandrel Test Form**

City of Fayetteville

| Test Date: _____           |                  |                      | Contractor / Superintendent: _____ |                        |              |
|----------------------------|------------------|----------------------|------------------------------------|------------------------|--------------|
| Project Name: _____        |                  |                      | _____                              |                        |              |
| City Project Number: _____ |                  |                      | Engineer / Inspector: _____        |                        |              |
| Location: _____            |                  |                      | _____                              |                        |              |
|                            |                  |                      |                                    |                        |              |
| Plan Sheet Number          | Upstream Manhole | Upstream Sta. Number | Downstream Manhole                 | Downstream Sta. Number | Pass or Fail |
|                            |                  |                      |                                    |                        |              |
|                            |                  |                      |                                    |                        |              |
|                            |                  |                      |                                    |                        |              |
|                            |                  |                      |                                    |                        |              |
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|                            |                  |                      |                                    |                        |              |
|                            |                  |                      |                                    |                        |              |
|                            |                  |                      |                                    |                        |              |

## Water Valve Data

City of Fayetteville

[illegible]



## Water Line Disinfection Form

City of Fayetteville

| Test Date: _____           |                                   |                                    |                                       |                               | Contractor / Superintendent: _____ |                                                 |                     |
|----------------------------|-----------------------------------|------------------------------------|---------------------------------------|-------------------------------|------------------------------------|-------------------------------------------------|---------------------|
| Project Name: _____        |                                   |                                    |                                       |                               | _____                              |                                                 |                     |
| City Project Number: _____ |                                   |                                    |                                       |                               | Engineer / Inspector: _____        |                                                 |                     |
| Location: _____            |                                   |                                    |                                       |                               | _____                              |                                                 |                     |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |
| Pipe Diameter<br>(inches)  | Total Length<br>of Pipe<br>(feet) | Volume<br>of<br>Water<br>(gallons) | Make-up<br>Water<br>Chlorine<br>(ppm) | Chlorine<br>Residual<br>(ppm) | Date<br>and<br>Time                | Chlorine<br>Residual<br>after 24 Hours<br>(ppm) | Date<br>and<br>Time |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |
|                            |                                   |                                    |                                       |                               |                                    |                                                 |                     |

After chlorine residual in the water line has been achieved at a minimum of 25 ppm, all valves and hydrants in the treated section of water line shall be operated during the initial 24 hours to ensure disinfection of the appurtenances.

| Diameter<br>(inches) | Volume<br>(1000') |
|----------------------|-------------------|
| 2                    | 163               |
| 3                    | 367               |
| 4                    | 653               |
| 6                    | 1469              |
| 8                    | 2611              |
| 12                   | 5875              |

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City of Fayetteville

## Water Line Flushing Form

City of Fayetteville

| Test Date: _____           |                                   |                     |               | Contractor / Superintendent: _____        |                                       |             |                     |
|----------------------------|-----------------------------------|---------------------|---------------|-------------------------------------------|---------------------------------------|-------------|---------------------|
| Project Name: _____        |                                   |                     |               | _____                                     |                                       |             |                     |
| City Project Number: _____ |                                   |                     |               | Engineer / Inspector: _____               |                                       |             |                     |
| Location: _____            |                                   |                     |               | _____                                     |                                       |             |                     |
|                            |                                   |                     |               |                                           |                                       |             |                     |
| Pipe Diameter<br>(inches)  | Total Length<br>of Pipe<br>(feet) | Volume<br>(gallons) | Start<br>Time | Flushing<br>Rate<br>min. 2.5 fps<br>(gpm) | Measured<br>Flushing<br>Rate<br>(gpm) | End<br>Time | Volume<br>(gallons) |
|                            |                                   |                     |               |                                           |                                       |             |                     |
|                            |                                   |                     |               |                                           |                                       |             |                     |
|                            |                                   |                     |               |                                           |                                       |             |                     |
|                            |                                   |                     |               |                                           |                                       |             |                     |
|                            |                                   |                     |               |                                           |                                       |             |                     |

| Diameter<br>(inches) | Volume<br>(1000') | gpm<br>at 2.5 fps |
|----------------------|-------------------|-------------------|
| 2                    | 163               | 24                |
| 3                    | 367               | 55                |
| 4                    | 653               | 98                |
| 6                    | 1469              | 220               |
| 8                    | 2611              | 392               |
| 12                   | 5875              | 881               |

\_\_\_\_\_  
City of Fayetteville

## Water Pressure and Leakage Test Form

City of Fayetteville

| Test Date: _____           |                                   |                        |                                |            | Contractor / Superintendent: _____ |          |                       |                             |              |
|----------------------------|-----------------------------------|------------------------|--------------------------------|------------|------------------------------------|----------|-----------------------|-----------------------------|--------------|
| Project Name: _____        |                                   |                        |                                |            | _____                              |          |                       |                             |              |
| City Project Number: _____ |                                   |                        |                                |            | Engineer / Inspector: _____        |          |                       |                             |              |
| Location: _____            |                                   |                        |                                |            | _____                              |          |                       |                             |              |
|                            |                                   |                        |                                |            |                                    |          |                       |                             |              |
| Pipe Diameter<br>(inches)  | Total Length<br>of Pipe<br>(feet) | Test Pressure<br>(psi) | Allowable Leakage<br>(gallons) | Start Time | Start Pressure<br>(psi)            | End Time | End Pressure<br>(psi) | Make-up Volume<br>(gallons) | Pass or Fail |
|                            |                                   |                        |                                |            |                                    |          |                       |                             |              |
|                            |                                   |                        |                                |            |                                    |          |                       |                             |              |
|                            |                                   |                        |                                |            |                                    |          |                       |                             |              |

| D (inches) | Allowable<br>per 1000' |
|------------|------------------------|
| 6          | 0.50                   |
| 8          | 0.67                   |
| 10         | 0.83                   |
| 12         | 1.00                   |
| 14         | 1.17                   |
| 16         | 1.33                   |
| 18         | 1.50                   |
| 20         | 1.67                   |
| 24         | 2.00                   |
| 36         | 3.00                   |
| 42         | 3.50                   |

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City of Fayetteville

## **SECTION 7000      QUALIFIED PRODUCTS LIST**

### **PART 1 - GENERAL**

#### **1.01    GENERAL INFORMATION**

**A.      Domestic United States of America (USA) manufacture.**

1.      In so much as possible, all material, pipe, fittings, castings, products, concrete, reinforcement and appurtenances must be 100% Domestic United States of America (USA). If a material or product is available as 100% Domestic United States of America (USA), then that material or product shall be provided.

2.      If a material or product is not available as 100% Domestic United States of America (USA) then the products shall comply with the following:

a. Based upon the experience and history of the City of Fayetteville, certain named product exceptions to the domestic USA requirement are included within these specifications. These named product exemptions are limited to the specific product(s) or manufacturers named or listed within these Specifications.

i. Where a specific named exception for manufacturer, product, or products are listed within the Specifications without the statement “or approved equal” then that (listed) product, or products, shall be the only product(s) furnished for the specified application.

3.      “Approved equal” within the Standard Specifications including the Qualified Products List shall require written approval from the Utilities Director.

**B.      American Iron and Steel (AIS) requirements.**

a. The American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 Public Law 113-76 and further requirements including, but not limited to P.L. 113-121, 114-113 and 608 of Title 33 of the United States Code and latest codes/laws as may be provided, are a separate and additional consideration to these Specifications based upon Clean Water and Safe Water SRF Federal and State funding sources.

Refer also to <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

#### **1.02    SPECIFIC NAMED PRODUCTS**

## **A. SECTION 3000 SEWER PIPE, FITTINGS AND MATERIALS**

### **1. Reference: 2.03 CLEANOUTS**

Cast iron short bodied valve box, Model 70 as manufactured by East Jordan Iron Works or approved equal.

### **2. Reference: 2.07 INTERIOR CERAMIC EPOXY LINING FOR DUCTILE IRON PIPE AND FITTINGS**

The ceramic epoxy lining specifically designed for wastewater environments shall be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

### **3. Reference: 2.08 POLYETHYLENE ENCASEMENT (PIPE WRAP)**

Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal

### **4. Reference: 2.10 REINFORCED FLEXIBLE RUBBER COUPLINGS**

Fernco or approved equal.

### **5. Reference: 2.11 SERVICE SADDLES**

Romac or approved equal.

### **6. Reference: 2.13 MECHANICAL JOINT RETAINER GLANDS**

a. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

b. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc. (USA only), or Star Pipe Products (USA only).

### **7. Reference: 2.14 PIPE BELL RESTRAINTS**

a. Bell restraints for AWWA C900 PVC sizes 4-inch through 12-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc.

b. Bell restraints for Ductile Iron Pipe sizes 4-inch through 18-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc.

c. All-thread attachments - Romac "Ductile Lug" style attachments 316 stainless steel or approved equal.

**8. Reference: 2.19 VALVES FOR FORCE MAINS**

a. Full port (100% area) plug valves shall be AWWA C517, latest revision shall be manufactured by Val-Matic or Dezurik PEC

**9. Reference: 2.20 AIR / VACUUM RELIEF VALVES**

a. Stainless steel A.R.I. Flow Control Accessories sewage air release valve or approved equal.

**10. Reference: 2.21 TRACER WIRE**

a. Connectors shall be moisture displacement style as manufactured by 3M DBR, or qual.

**11. Reference: 2.22 MARKING TAPE**

a. Non-metallic sanitary sewer marking tape shall be warning tape as manufactured by Rhino Marking and Protection Systems, Harris Industries, Inc., or approved equal.

**12. Reference: 2.23 SEWER LINE MARKERS**

a. Sewer line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380), or approved equal.

b. White reflective tape 3M or equal.

**B. SECTION 3300 MANHOLES**

**1. Reference: 2.03 MANHOLE GROUT**

Grout mix shall be Strong Seal QSR, or approved equal.

**2. Reference: 2.05 PRECAST CONCRETE MANHOLES**

E. Pipe connections A-Lok Products, Inc.

F. Joint Sealant RFS Gaskets by Press-Seal Gasket Corporation or approved equal.

H. Joint wrap Bidco Butyl Wrap as manufactured by NPC or Infi-Shield® Gator Wrap by Sealing Systems, Inc or approved equal.

I. Frame gasket material E-Z STIK as manufactured by Press-Seal Gasket Corporation, or equal to ASTM C 990, Section 6.2 Butyl Rubber Sealants.

**3. Reference: 2.06 CORROSION PROTECTION**

Raven Ultra High-Build Epoxy Coating, designated as Raven 405; Warren Environmental Systems, or approved equal.

**4. Reference: 2.08 STANDARD MANHOLE FRAME AND COVER**

Approved manufacturers are East Jordan Iron Works and Neenah.

**5. Reference 2.09 HINGED AND GASKETED MANHOLE FRAME AND COVER**

Approved products are East Jordan Iron Works Ergo and Neenah Liftmate.

**6. Reference: 2.11 RUBBER WATERSTOP GASKETS**

Fernco, A-Lok, or approved equal.

**7. Reference: 2.13 MANHOLE GRADE ADJUSTMENT RINGS**

Ladtech, Inc. or approved equal.

**8. Reference: 2.14 RAIN STOPPERS (MANHOLE INSERT)**

“No Flow In FLOW” located in San Antonio, Texas, or approved equal.

**C. SECTION 3400 BORES AND STEEL ENCASEMENT PIPE**

**1. Reference: 2.01 Materials**

C. Grout

Grout shall be Strong Seal Grout 250, or approved equal.

E. Casing spacers

Cascade Model CCS as manufactured by Cascade Waterworks Mfg. Co., or approved equal.

F. Casing End seals

Casing end seals shall be Cascade Model CCES, or approved equal.

## **D. SECTION 3500 SEWER PUMP (AKA LIFT) STATIONS**

### **1. Reference: 1.01 General Requirements**

G. Pumps, motors and appurtenance mechanical and electrical equipment shall be Fairbanks Morse Pump equipment or Flygt Pump equipment.

### **2. Reference: 2.08 GENERATOR SET**

B.8. Generac or approved equal.

## **E. SECTION 4000 WATER PIPE, FITTINGS AND MATERIALS**

### **1. 2.05 COATED COPPER PIPE/SERVICE TUBING**

Mueller Industries or Kamco.

### **2. Reference: 2.06 POLYETHYLENE ENCASEMENT (PIPE WRAP)**

Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal

### **3. 2.08 FOSTER ADAPTERS**

Compact MJ restraints shall be Foster Adapter by Infact Corporation.

### **4. 2.10 MECHANICAL JOINT RETAINER GLANDS**

a. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc.(USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

b. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc. (USA only), or Star Pipe Products (USA only).

### **5. 2.11 PIPE RESTRAINTS**

a. Bell restraints for AWWA C900 PVC sizes 4-inch through 12-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

b. Bell restraints for Ductile Iron Pipe sizes 4-inch through 18-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have



an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

- c. When all-thread attachments are required, **eye-bolt style attachments are not permitted**. Romac “Ductile Lug” style attachments or approved equal shall be used. All-threads shall be made of 316 stainless steel.

**6. 2.12 RESTRAINED FLANGED COUPLING ADAPTERS**

EBAA Iron Series 2100.

**7. 2.13 RESTRAINED COUPLINGS**

EBAA Iron Series 3800 Restrained Coupling.

**8. 2.15 GATE VALVES**

Gate valves shall be made in USA and shall be Mueller Series 2360, American Flow Control Series 2500, or American AVK Company Series 25 or Series 45.

**9. 2.16 BUTTERFLY VALVES**

Butterfly valves shall be Pratt HP250II or Dezurik BAW.

**10. 2.17 BALL VALVES**

Ball valves shall be made in USA, and shall be Ford B11-777-NL or James Jones E1900, with “tee-head” style operating nut.

**11. 2.18 VALVE BOXES**

Valve boxes shall be Made in USA, and shall be East Jordan Iron Works 8550 Series or Tyler Union 6850 Series

**12. 2.20 FIRE HYDRANTS**

Permitted fire hydrants are (only) American Flow Control 5-1/4" Waterous Pacer WB67-250 and Mueller Super Centurion 250 hydrants, no approved equals.

**13. 2.21 BLOW-OFFS**

Mainguard #77 as manufactured by The Kupferle Foundry Company or approved equal.

**14. 2.22 AIR RELIEF VALVES**

Air release valves shall be A.R.I. Model D-040 for 1” and 2” or A.R.I. Model D-060-C HF NS for 3” – 10”, or approved equal.

**15. 2.23 SERVICE SADDLES**

Service saddles shall be Romac 101NS.

**16. 2.24 TAPPING SLEEVES**

Ford FAST or approved equal.

**17. 2.25 SERVICE CONNECTION MATERIALS, FITTINGS AND BRASS**

All service connection materials, fittings and brass shall be 100% domestic USA. All service connection materials, fittings and brass shall be manufactured in accordance with the Safe Drinking Water Act (SWDA latest edition and as amended) to be LEAD-FREE brass (aka No-Lead). All service connection materials, fittings and brass shall be manufactured by Ford Meter Box Company, Inc. or Mueller Company and as further specified in Section 4000.

**18. 2.27 MARKING TAPE**

Rhino Marking and Protection Systems, Harris Industries, Inc., or approved equal.

**19. 2.28 WATER LINE MARKERS**

TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380), or approved equal.

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**END OF SECTION 7000**

## **APPENDIX A**

### **SEWER SERVICE LINE AND CONNECTION POLICY**

## CITY OF FAYETTEVILLE, ARKANSAS

### POLICY AND PROCEDURE

|                                               |                                                 |
|-----------------------------------------------|-------------------------------------------------|
| <b>Subject:</b>                               | <b>SEWER SERVICE LINE AND CONNECTION POLICY</b> |
| <b>Policy Number:</b>                         | <b>OP-01</b>                                    |
| <b>Original Policy Date:</b>                  | <b>June 23, 1988</b>                            |
| <b>Effective Date of New /Revised Policy:</b> | <b>August 1, 2005</b>                           |
| <b>Revision Dates:</b>                        | <b>July 21, 2005</b>                            |
| <b>Custodian: (Division)</b>                  | <b>WATER AND WASTEWATER</b>                     |
| <b>Mayor's Signature and Date</b>             |                                                 |

#### **OP-1.0 PURPOSE:**

To establish a uniform policy concerning sewer service connections and sewer service lines.

#### **OP-1.1 POLICY:**

**General.** There have been numerous pipe configurations installed underground since the City of Fayetteville's sewer system was first designed and installed in 1889. This policy is correct and appropriate for over 99% of the situations found. It does not eliminate using sound judgment for the remaining 1% of the cases. Judgment calls shall be the responsibility of the Mayor or his designated representative, who is currently the Water/Sewer Maintenance Superintendent. Grandfather clauses do not apply in cases where public health and safety is compromised, and thus do not apply for sewer issues. Ordinance references are based on the City of Fayetteville Code of Ordinances as in effect on 1 April, 2003.

**1. Connection permit required.** [Section 51.035, City of Fayetteville Code of Ordinances]. *"No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb, any public sewer or appurtenance thereof without first obtaining a written permit from the approving authority. No permit shall be issued to allow any person to tie his property to the sewer system until the connection fee prescribed by Section 51.114 as presently amended or as may be amended in the future is paid."*

**2. Separate building sewer provided for every building;, exceptions.** [Section 51.039, City of Fayetteville Code of Ordinances]. *“A separate building sewer shall be provided for every building except as follows:*

*(A) Where multiple buildings are constructed in an apartment complex or condominium on a single lot or tract of land which cannot be subsequently subdivided and sold in parcels, the individual buildings may be connected to a collector building sewer, provided that only one person is responsible for maintenance of the building sewer.*

*(B) Temporary buildings, mobile homes, or similar portable structures may be connected to a building sewer installed to serve a previously constructed permanent building, provided that both the permanent and temporary buildings are located on the same lot.”*

The temporary status is null and void if the structure is in place for more than 365 days. At that time, a separate building sewer must be provided.

Two buildings, or two parts of one building which may have different owners (i.e., townhouses) may not be attached to one 4" or 6" private service line. This has never been legally allowed. If two buildings, or two parts of one building which may have different owners, are attached to a single private service line, this situation must be corrected by the owners and each structure must have a dedicated tap onto the main. The only exceptions are listed above. Multiple structures hooked to one sewer service line are not covered by any grandfather clause, and the situation must be corrected.

Condominiums and other structures which can have separate ownership must each have their own dedicated sewer service line which remains on the same lot/property as the building or portion of the building which it serves.

**3. Service Line Crossing Adjacent Lots.** Sewer service lines must run directly from the lot which they serve to the main without crossing another lot. The service may cross street right of way and/or the easement to access the main. It may not run parallel to the main, but can run at an angle between 45° to and perpendicular to the main if the main is already installed prior to the development of said land and said service line will be no more than 60' in length within the combined easement/right of way area. Ownership is not the deciding factor; lot lines or parcel lines are the issue. Thus, if one Owner owns two adjacent lots, and builds on one lot, the service for this structure and lot cannot cross the other lot. If the service line would have to be more than 60' in length within the combined easement/right of way area, then the main must be extended so the service line can connect at a 90° angle to the main.

**4. Sewer Mains Accessing Every Lot.** Sewer mains shall be installed so as to adjoin each lot such that all service lines meet the above requirements. Sewer main extensions are the responsibility of the owner of the lot receiving the service.

**5. Sewer Easements for Private Lines.** Sewer line easements for private lines to cross adjacent lots are prohibited except in very rare cases. In general, these are when a given

private residence tandem lot, containing only one structure which requires sewer service, is “landlocked” from a sewer main, all adjacent lots have legal access to a main, and the sewer line easement is collocated with an above ground access easement. Private easements shall not be used in cases where sewer main extensions are in the public best interest, such as where a sewer main shall be made accessible to other lots or where a future main may be required.

## **6. City and Owner Service Line Maintenance and Repair Responsibilities.**

There are two general situations which cover sewer service line configurations in the City of Fayetteville. The following two paragraphs explain City and Customer responsibilities for each of these situations.

### **A. Situation 1, No City Cleanout is Present.**

If no City cleanout is present, the Customer owns the service lateral all the way to the main. They are responsible for any and all repairs, clearing any blockages, etc., with the following caveat. If there is a blockage under the paved or concreted portion of the street (from a vertical line drawn at the back of curb to the back of curb, or from the actual edge of the asphalt if no curb is present) which cannot be cleared via rodding or washing, then the City will repair the pipe under the street. If the blockage is determined to be caused by anything which should not be placed in a sewer line (grease, paper towels, toys, croquet balls, cleanout caps, sticks, gravel, kitty litter, or any other materials which are not allowed per the sewer use ordinance) then the Customer will be billed for the work. The burden of proof of the location of the blockage rests on the Customer. The City will meet the Customer or their representative (plumber, roofer, etc.) and try to help them determine the location of the blockage. The City will not place a City owned rod, camera, tape, or other item into the Customer’s cleanout or sewer system to determine the location of a blockage- anything placed inside the pipe at this time must belong to or be working for the Customer. If the combined forces determine beyond a reasonable doubt that the blockage is under the street, then we will investigate as necessary to determine what type of repair is necessary. This is the only time we will place City tools inside the Customer’s piping system. If there used to be a City cleanout and the cleanout has been removed or damaged, then the situation is the same as when there is no City cleanout present.

If the blockage is outside the area of the paved or concreted portion of the street (from a vertical line drawn at the back of curb to the back of curb, or from the actual edge of the asphalt if no curb is present), then the City grants the property owner who owns the service line the right to perform maintenance on said service line within the easement and/or right of way. This includes work performed on both sides of the road or right of way, to include work performed under a sidewalk.

## **B. Situation 2, City Cleanout is Present.**

A City cleanout is defined as a 4" cleanout located behind the curb or at the easement line (for back yard lines). These cleanouts are typically within 10' of the edge of the roadway or within 10' of the main, respectively. Cleanouts smaller than 4" are never City cleanouts, and are always the responsibility of the property owner.

When a City cleanout is present, the City assumes ownership and responsibility for any blockages between the City cleanout and the main, and which can be cleared by rodding from the City cleanout. If the blockage is determined to be caused by anything which should not be placed in a sewer line (paper towels, toys, croquet balls, cleanout caps, sticks, gravel, kitty litter, or any other materials which are not allowed per the sewer use ordinance) then the owner will be billed for the work. Any blockages prior to the City cleanout shall be the Customer's responsibility. This includes any work to attach to the Customer's side of the tee or wye where the cleanout riser ties to the service lateral.

**7. Billing.** If a bill is required, the bill will be processed through the accounts receivable process, rather than by being added to the Customer's utility bill. If the bill is not paid or payment terms negotiated within 60 days of first issuance, then the bill will be transferred to the utility bill. Job costs will be based on an actual time and materials basis. Personnel rates will include the full hourly salary costs.

**8. Use of old building sewers with new buildings.** [Section 51.040, City of Fayetteville Code of Ordinances]. *"Old building sewers, or portions thereof, may be used in connection with new buildings only when they are found on examination and test by the approving authority to meet all requirements of this subchapter."*

Complete remodeling is included in the definition of "new building" if the remainder of the plumbing system is being replaced and must meet current plumbing codes, or if the value of the renovation is equal or greater than 50% of the value of the structure.

The cost of this examination and test is borne by the Owner. Current Environmental Protection Agency regulatory requirements and plumbing codes require that the lines be completely water tight and capable of passing a test with pressurized air. In these cases, a new tap shall be purchased, with the note that the Owner would like to use the existing service lateral. If the latter is determined to be acceptable, then the Owner will be reimbursed the tapping fee less the actual cost of the inspection and testing. It is the owner's responsibility to identify the location of the service lateral.

**9. Separation Between Water and Sewer Services.** City sewer connections shall be made at least ten feet away from water connections. The sewer service shall have ten (10) feet of separation from the City portion of the water service, measured from the outside of the respective pipes.



## **10. Service Line Unusual Installation Requirements.**

A. Exposed Ditch or Creek Crossings. To protect such service lines from the hazards of water flow, debris damage, freezing, leakage, drainage system maintenance, vandalism, and other factors, sewer service lines which are exposed or which have less than 12 inches of cover where they pass through or under a drainage ditch, creek, swale, intermittent stream, or any other feature whereby they have insufficient cover and/or are exposed shall have special protection in these areas. Sewer service lines in these circumstances shall be installed in a continuous smooth steel encasement across the entire exposed or shallow area. Water tight boots shall be installed on both ends of the steel encasement. Where the line is exposed, the encasement shall be anchored by concrete no less than two feet long along the length of the pipe and surrounding the pipe by six inches in all directions inside the bank. The concrete shall be placed against undisturbed soil in the same fashion as blocking on water lines.

B. Pump Systems. Pump systems are sometimes required in the City of Fayetteville to provide sewer service to facilities which are physically lower than the sewer main which provides them service or in other special cases. Pumps for these type systems shall be grinder or solids handling type pumps specifically designed to handle sanitary sewage, the flow volume, and to pump against the head for the specific circumstance in which the pump is installed. Pumps designed for use with septic systems and for ground water sumps shall not be used for sanitary sewer uses. If physically possible, the service lines that come from these pumps shall flow to a gravity section of service lateral prior to entering the sewer main so as to enter the main with a standard four inch gravity flow service lateral connection.

## **11. Tapping Procedures.**

A. Making Taps. The City will make all taps on existing sewer mains, either by contract supervised by the City or by City crews.

B. The City will provide a wooden stake that is marked “sewer”. Please drive this stake in the ground at your property line where you need the service connection. If this is not done, the connection will not be made. Failure to place the stake promptly could delay your construction process.

C. Write the desired depth of the service connection on the stake in feet and inches. (Note: Due to the depth of the sewer main, conflicts with other existing utilities, and other underground circumstances, it may not be possible at all times to achieve the desired depth, in which case the Owner and/or plumber will be notified by the City personnel). It is the owner’s responsibility to determine if the depth is adequate for the service line. The City will not determine grades on either the service or the mains for purposes of determining whether a structure can tie onto a main using a gravity line.

D. It is safer to wait for the service connection to be installed by the City so that the yard line’s grade can be adjusted accordingly. This will assure that unnecessary

bends will not be needed at the point of connection. Also, the plumber will have the exact depth to work with. The builder and/or plumber are responsible for determining grades and building elevations for service. The grade on the City installed portion of the service line can be affected by a number of factors which cannot be identified prior to installation, to include location and depth of other utilities, etc.

E. The City service connection will terminate at the property line. However, the customer will be responsible for maintenance of that service line from the building to the City main.

F. If the service connection exceeds sixty (60) feet in length (as in a street right-of-way crossing) the property owner will be charged for the excess footage. Prior arrangements must be made for long service connections. All other sewer service connections will consist of one joint of pipe or approximately ten (10) feet. In no case will the line stub out beyond the easement or right-of-way line.

G. If the excavation for the tap exceeds eight (8) feet in depth, the property owner may be charged for excess time required to make the connection. Prior arrangements must be made for deep service connections.

H. Permanently marking the location of the sewer service connection for future reference shall be the responsibility of the property owner. Unless the customer's plumber is on site, the City will backfill their entire excavation, to include the end of the stubbed out pipe, immediately.

I. The stubbed out piece of service pipe (coming from the new tap on the main) will be left plugged when installed. The customer's plumber is required to connect the customer's yard line to this piece of pipe. City crews will not connect the stub out from the tap to the customer's service line.

J. If the City crews have to return to the site to make any adjustments which are necessitated because of the property owner's change of plans, the labor, materials, and equipment will be charged to the owner.

K. A new sewer connection could take as long as four to six weeks or more. All connections are made on a first-come first-served basis, and the demand can fluctuate greatly. Jobs adjacent to or on Arkansas State Highway rights of way require a permit from the Arkansas Highway and Transportation Department, which generally add an additional four weeks. Please allow enough time in your construction plans.

**12. Taps Installed When Areas Are Developed.** Sewer lines are generally installed when land is developed. Taps, with a section of private service line attached, are generally made for each lot at this time. The City and the lot owner rely on accurate information from the developer, his Engineer, and his contractor as to the location and grade of these taps and service lines.

A. If a tap for a lot is installed when the sewer main is installed, the building on that lot is required to use the tap installed for that lot.

B. If the service line coming off the main cannot be found by the owner or his representatives, then the owner is responsible to buy a tap from the City using the process described in this document. The Water/Sewer Superintendent will then determine if it is optimal to make a new tap or to televise to find the tap that is supposed to be present. If televising is performed and the cost of the televising is less than that of the purchased tap, then the difference between the two costs shall be reimbursed to the owner. If a tap is found by televising, the City will mark the location of the tap (at the main) for the owner. If no tap is found, the cost of the televising will not be added to the tapping fee.

C. If a tap is not in the most desirable location due to slope, building design, etc., then all expenses related to making a different connection shall be paid by the owner. This includes installation of the new tap and proper abandonment of the tap which is not used. The latter involves excavating at the point of connection to the main and removing the connection to the main. The owner shall purchase a new tap paying the normal tap fee, and will pay the actual costs of abandoning the unused connection.

D. Owners are responsible for hooking to the correct tap for that lot, as shown on the developer's as-built plans. If there is a discrepancy between the as-built drawings and the actual installation on the ground, that discrepancy must be resolved between the lot owner and the developer. If an owner inadvertently connects to a tap which is designated for an adjacent lot, then all costs of remediation for all involved lots shall be borne by the owner of the lot which connected to the incorrect tap. No additional taps shall be made until the lot which does not have a connection purchases a tap through the city Engineer's office, using the process described in this document.

**13. Taps Prohibited on Transmission Mains Force Mains, and on Sewer Pump Station or Detention Basin Sites.** For public health and building safety reasons, individual user or structure sewer taps shall not be made on transmission mains, defined as any sewer main 15" and larger, or any pressurized force mains. Dead end main line extensions off of transmission mains shall only be approved on a case by case basis, and may be rejected. Individual user sewer taps shall not be made on sewer pump station or detention basin sites. Taps for lots adjacent to these sites shall only be made on the collection (as opposed to transmission) mains outside these sites.

**14. Control of Extraneous/Illegal Flows.** It violates federal, state and local regulations to have any extraneous flows in the sewer system. These flows include but are not limited to rain water, ground water, sump pump water, water from area drains exposed to outside weather (including external stairwell drains, loading docks, etc.), defective pipe joints, defective cleanouts, cellar drains, catch basins, foundation drains, yard drains, and roof down spouts. These flows must be routed to the storm water system, and cannot be routed to the sewer system. Owners are responsible for maintaining their portion of the sewer system in such a way that these flows are prevented from entering the sewer system.

A. Cleanout caps must be properly installed and must meet current plumbing codes. Caps shall not be removed to allow extraneous flows (ponded yard water, etc.) into the sanitary sewer system.

B. If caps are removed such that they allow extraneous flows to enter the sewer system, the City shall replace the cap at the owner's expense.

C. If the cap is removed after the first time the City replaces the cap, then a riser will be installed in the cleanout so that extraneous flows cannot enter the sewer system through the cleanout. All associated work will be billed to the owner.

**15. Grease Control.** Grease is a significant problem in our sewer system. Many people assume that running grease down the drain is okay, as long as they use plenty of hot water. Unfortunately, the hot water cools in the pipes, and the grease coagulates further down the line. Sometimes people assume that putting grease in the line through the garbage disposal or with cleansers is acceptable. These do not prevent the grease from coagulating in the pipes. No amounts of grease, cooking oil, animal fat grease or byproducts, cooking fats or solid animal fat or meat products can be put down any part of the sewer system. These materials should be disposed of in the trash. Grease covered pans or dishes should be wiped down first with a paper towel or rag, which should then be disposed of in the trash.

**16. Items Which Are Allowed To Go Down the Sewer.**

- A. Water from showers, bath tubs, dishwashers, laundry facilities, sinks and non-basement floor drains.
- B. Body wastes from toilets.
- C. Toilet paper.
- D. Household chemicals that are specifically designated for use in sinks, showers, and toilets.

**17. Items Which Are Not Allowed To Go Down the Sewer.** The following cannot be placed in a sewer system under any circumstances. Repair costs incurred due to a blockage caused by any of these items being placed in a sewer line, either intentionally or unintentionally, will be billed to the customer who owns or resides in the building to which the sewer line provides service.

- A. Grease of any type, to include cooking oil, cooking grease, cooked animal fats, etc. Grease should be handled as specified above.
- B. Meat, meat by products, animal fats.
- C. Paper towels.
- D. Feminine Hygiene Products, including those that claim to be "flushable."
- E. Any items greater than ½" in any measured dimension except body wastes and toilet tissue.
- F. Chewing gum.

G. Household chemicals other than those specifically designated for use in sinks, showers, and toilets.

H. Baby wipes and other similar wipes, including those that claim to be “flushable.”

I. Kitty litter.

J. Animal wastes.

K. Diapers.

L. Foreign materials such as toys, sticks, cleanout caps, gravel, etc.

M. Air conditioner condensate.

N. Uncontaminated cooling water from cooling towers. If said water is too hot to be discharged into the storm drain, the owner is responsible to hold the water until it cools enough to be discharged into the storm drain. Cooling tower water which is treated, and is thus contaminated, shall be discharged to the sanitary sewer.

O. Clean or uncontaminated natural water to include but are not limited to rain water, ground water, sump pump water, water from area drains exposed to outside weather (including external stairwell drains, loading docks, etc.), defective pipe joints, defective cleanouts, cellar drains, catch basins, foundation drains, yard drains, and roof down spouts. These flows must be routed to the storm water system, and cannot be routed to the sewer system. Owners are responsible for maintaining their portion of the sewer system in such a way that these flows are prevented from entering the sewer system.

P. Automobile or engine mechanical lubricant liquids, semi-liquid materials or solids.

Q. Wastewater having a pH less than 5.0 or more than 12.5, or otherwise causing corrosive structural damage to the wastewater collection system, the wastewater plant or equipment.

R. Wastewater having a temperature greater than 150 degrees Fahrenheit (65° C).

S. Pollutants which create a fire or explosive hazard, to include but not limited to liquids with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60° C).

T. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the collection system or wastewater treatment plant which may cause the potential for acute worker health and safety problems.

U. Wastewater which imparts color which cannot be removed by the treatment process, to include but not limited to dye, wastes and vegetable tanning solutions which consequently impart color to the treatment plant’s effluent.

V. Any radioactive wastes or isotopes except in compliance with applicable federal or state regulations and approved by the City.

W. Medical wastes.

**18. Access to Easements.** The City of Fayetteville is required by federal law to properly operate and maintain its utilities. Doing this requires periodic work on said utility system to include but not limited to clearing easements, adjusting manholes to grade, inspecting manholes and cleanouts, installing and inspecting marking signs, locating lines, testing lines with dye and smoke, televising lines, washing lines, and more. In order to do this work, City employees and contractors working for the City are required by law to access the pipe. This often requires crossing private property to get to our easement. By having

an easement on a lot, these workers are granted the legal right to cross said lot to get to the utility easement. Lots containing an easement shall have a double wide gate installed to allow vehicular access to the main.

## **APPENDIX B**

### **WATER SERVICE LINE AND CONNECTION POLICY**

## CITY OF FAYETTEVILLE, ARKANSAS

### POLICY AND PROCEDURE

|                                                |                                                 |
|------------------------------------------------|-------------------------------------------------|
| <b>Subject:</b>                                | <b>WATER SERVICE LINE AND CONNECTION POLICY</b> |
| <b>Policy Number:</b>                          | <b>OP-02</b>                                    |
| <b>Original Policy Date:</b>                   | <b>June 23, 1988</b>                            |
| <b>Effective Date of New / Revised Policy:</b> | <b>August 1, 2005</b>                           |
| <b>Revision Dates:</b>                         | <b>July 21, 2005</b>                            |
| <b>Custodian: (Division)</b>                   | <b>WATER AND WASTEWATER</b>                     |
| <b>Mayor's Signature and Date</b>              |                                                 |

#### **OP-2.0 PURPOSE:**

To establish a uniform policy concerning water service lines and water service connections.

#### **OP-2.1 POLICY**

**General.** There have been numerous pipe configurations installed underground since the City of Fayetteville's water system was first designed and installed in 1889. This policy is correct and appropriate for over 99% of the situations found. It does not eliminate using sound judgment for the remaining 1% of the cases. Judgment calls shall be the responsibility of the Mayor or his designated representative, who is currently the Water/Sewer Maintenance Superintendent. Grandfather clauses do not apply in cases where public health and safety is compromised, and thus do not apply for water system issues.

##### **1. Tapping Procedures.**

A. Making Taps. The City will make or supervise all taps on existing water mains, either by City crews making the tap or by contract supervised by the City Engineering inspectors.

B. When the tap is purchased, the City will provide a wooden stake that is marked "water" and with the size of the connection to be made. Please drive this stake in the ground on the City side of your property line where the center of the meter box is to



be located. If this is not done, the connection will not be made. Failure to place the stake promptly could delay your construction process.

C. Double water service connections should be placed at the common property line for the two addresses being served, when applicable.

D. The meter box will be installed at the existing grade unless otherwise specified. If special instructions are necessary, please make an appointment with a Water and Sewer Division service representative and give instructions at that time. Making a special note and attaching it to the tap paperwork when the tap is purchased will reduce potential delays for special requirements. The owner is responsible for knowing the final grade, as required by the owner's work or ordinances which govern the grade for sidewalks and trails, and areas parallel to streets, drainage ways, etc.

E. Meter boxes are generally located on the City side of the property line (edge of easement and/or right of way). If you have a special situation, consult with a Water/Sewer Department service representative. Deviations are only approved on a case-by-case basis, and may not be approved. If the Water/Sewer Department feels the meter box needs to be located at a different location other than where staked, a field representative will contact the individual who purchased the tap.

F. When locating your meter box, please avoid the following: driveways, sidewalks, parking lots, enclosed areas, drainage ditches, flower beds, and low areas where water stands. Meters shall not be installed in or allowed to remain in driveways or areas where meter readers cannot easily get to the meter box to read the meter. They will not be installed in locations where the meter box will regularly be filled with ground water, nor in places where it is difficult for a meter reader to get to the meter to read it. When driveways are constructed or created with either gravel, asphalt, concrete, or any other similar material, existing water meters shall be moved out of the driveway area at the owner's expense.

G. The connection to the customer's side of the meter is done by the customer's plumber after the meter loop and box is in place. The plumber will tie the yard line to the service pipe that is stubbed out of the meter box, City crews will not make this connection. Pressure regulators shall be installed no closer than 5 feet from the water meter box.

H. Connections are made on a first come first served basis, and could take three to six weeks or more to be installed, depending on workload. In cases of connections in or adjacent to Arkansas State Highways or railroads, a permit must first be obtained which often takes up to an additional six weeks. This will greatly lengthen the tap process.

I. City water connections shall be made at least ten (10) feet away from sewer connections. The City portion of the water service shall have ten (10) feet of separation from the sewer service, measured from the outside of the respective pipes.

J. Connections shall not be made in circumstances where they will degrade the operating pressure or flow available to existing domestic or building water meters. In these cases, the owners requiring the connection shall be responsible for increasing the capacity on the City's water distribution system such that the required capacity is available.

**2. Water Meter Adjustments.** If City crews have to return to the site to make any adjustments on the meter box which are necessitated because of the property owner's change of plans, such as landscaping, driveway location, grade, etc., all labor, materials and equipment costs shall be charged to the owner. This also applies to meters which are installed by a developer when a development is first constructed and to preexisting meters.

**3. Service Line Depth.** A water service line must have at least 24" of ground cover to prevent freezing. If the grade is changed such that the service line does not have sufficient cover, the service line must be lowered so that it does have sufficient cover. The labor, materials and equipment costs will be charged to the owner.

**4. Access to and Visibility of Water Meters.**

**A.** Brush, landscaping or other items which cause the meter box to be difficult to see from the right-of-way or easement, or which causes difficulty for meter readers to get to the box, shall be removed at the owner's expense. This includes plants, decorative landscaping, retaining walls, private side walks, stairs, decks, large decorative rocks, concrete statues, and other similar items. These shall not be placed over the City's portion of the service line or within two feet of the box on the customer's side of the box, three feet of the box parallel to the edge of the right of way or easement, or at all on the City's side of the right of way or easement.

**B.** Meters shall be accessible without going through fences or gates except in special circumstances.

**C.** Meters shall be placed on the City side of any private retaining walls of any type, including those constructed immediately beside the sidewalk. The City portion of the service line shall not go under any type of private wall or other structure.

**5. Owner Responsibility.** The owner is responsible for the service line from the outside edge of the meter box to the home. This includes the point where the plumber hooks up to the tail piece which comes out of the meter loop, and any pressure regulator or other hardware installed on the owner's side of the meter box.

**6. Irrigation Taps.** The City reserves the right to refuse to make irrigation taps, if said tap has the potential to degrade the operating pressure or flow available to domestic or building water meters. In general, irrigation taps shall not be made on mains which are 3" or smaller. Irrigation meters and irrigation systems shall not be installed on double

meters servicing another residence, as this can degrade the other residence's water pressure. The City must maintain positive control over the amount of flow on marginal irrigation installations. The City shall not rely on verbal or written commitments from the owner, as owners change and companies and individuals operating and maintaining irrigation systems can not be reasonably expected to pass information regarding agreed upon flow restrictions through the life of the irrigation system. Flow tests shall not be used to change this policy, as the water line flow will gradually degrade with time and with peak usage, and the flow test represents only the best case situation.

**7. Two Inch Taps.** Two inch taps shall not be made on any mains 3" or smaller. If a customer requires a two inch (2") tap and if said tap has the potential to degrade the operating pressure or flow available to other domestic or business meters, then the customer, at his expense, shall be responsible to reinforce the water distribution system such that the point demand from the two inch meter shall not degrade the operating pressure or flow available to other domestic or business meters.

**8. Sewer Service Required.** Water services can not be installed until after the lot has legal, approved and installed access to public sewer or an a septic system approved by the Arkansas Department of Health.

**9. Relocating Existing Meters.** Meters are typically located on the City side of the easement or right of way. In the past, some meter boxes were placed further in the property than the easement or right of way. These meters shall be moved to the property line at such time as the City side of the meter loop needs work or needs to be replaced. The existing yard line will remain in service as long as it meets the current plumbing codes and has had no documented problems. The new meter location will conform to this policy. Meters shall be placed on the City side of any private retaining walls of any type, including those constructed immediately beside the sidewalk. The City portion of the service line shall not go under any type of private wall, sign, or other structure. Meters shall not be allowed to remain in a driveway.

**10. Site Restoration.** In the event maintenance work is required on a service line, meter, or meter box, the site restoration will match that done for main line repairs. The utility shall repair only the following in an easement area or within two feet of the meter box: grass, asphalt, normal (standard) concrete, irrigation systems which are damaged, mail boxes which are damaged, and/or private wiring (such as for on-premises lighting, etc.) which is damaged. The City shall not pay for relocation, repair, or damage caused to any landscaping, unusual concrete, plants, planters, playground equipment, decorative rock, rip rap, and other items placed on the easement or within two feet of the meter box. The latter items can be removed by the City, at the owner's expense, if their movement is required to make a repair.

## **11. Water Service Line Location.**

A. Crossing Public Easements or Rights of Way. The customer's portion of a water service line shall not be installed in a public easement or right of way, except for the last two feet required to access the meter box.

B. Service Line Crossing Adjacent Lots. Water service lines must run directly from the lot which they serve to the main without crossing another lot. The service may cross street right of way and/or the easement to access the main. It may not run parallel to the main, but can run at an angle between 45° to and perpendicular to the main. Ownership is not the deciding factor; lot lines and separate property parcels are the deciding factor. Thus, if one owner owns two adjacent lots, and builds on one lot, the service for this structure and lot cannot cross the other lot.

**12. Water Mains Accessing Every Lot.** Water distribution mains shall be installed so as to adjoin each lot such that all service lines meet the above requirements. Installing and paying for water main extensions is the responsibility of the owner of the lot receiving the service.

**13. More Than One Water Main Available.** In cases where more than one water main is available to a given lot, the City reserves the right to decide which main may be used to provide service to that lot. This is required in cases where some mains are on different pressure planes, where some lines have a longer life expectancy than others, etc.

**14. Water Easements for Private Lines.** Water line easements for private lines to cross adjacent lots are prohibited except in very rare cases. In general, these are when a given for private residence tandem lot containing only one structure which requires water service, wherein the lot is "landlocked" from a water main, all adjacent lots have legal access to a main, and the water line easement is collocated with an above ground access easement. Private easements shall not be used in cases where water main extensions are in the public best interest, such as where a water line shall be made accessible to other lots, where a future main may be required, where a water main loop is desirable to provide better public service, or where fire protection is required.

**15. Use of old building water service lines with new or renovated buildings.** Old building water service lines may be used in connection with new buildings only when they are found on examination and test by the approving authority to meet all current plumbing requirements.

Complete remodeling is included in the definition of "new building" if the remainder of the plumbing system is being replaced and must meet current plumbing codes, or if the value of the renovation is equal or greater than 50% of the value of the structure.

The cost of this examination and test is borne by the Owner. In these cases, a new tap should be purchased, with a note that the Owner would like to use the existing service line. If the latter is determined to be acceptable, then the Owner will be reimbursed the

tapping fee less the actual cost of the inspection and testing. It is the owner's responsibility to identify the location of the service line.

**16. Taps Prohibited on Transmission Mains and on Water Tank or Pump Station Sites.** Individual user water taps shall not be made on transmission mains, defined as any water main 16" and larger. Main line extensions off of transmission mains shall only be approved on a case by case basis, and may be rejected. Individual user water taps shall not be made on water tank or pump station sites. Taps for lots adjacent to these sites shall only be made on the distribution (as opposed to transmission) mains outside these sites.

**17. Water Pressure Provided.**

A. The City shall provide normal operating water pressure of at least 25 pounds per square inch (psi) at the City's side of the meter loop. The City does not guarantee this water pressure at all times, as the pressure will occasionally be lowered or the mains may have to be turned off for scheduled and unscheduled maintenance. It is possible that some customers at some locations shall need a pump on their side of the meter to provide the pressure desire for their water use. These pump systems cannot have such capacity that they reduce pressure on the City's main such that degrade the operating pressure or flow available to existing customers.

B. Taps shall not be made for locations where there is not a reasonable expectation of the City being able to provide 25 psi operating pressure at the City's side of the meter under summer high flow operating conditions.

C. The water pressure at the City's side of the meter may exceed that for which domestic plumbing is designed. If the pressure at the City's side of the meter exceeds 70 psi, the owner is required to install a pressure regulator on his system on his side of the meter. The pressure regulator is the owner's property and responsibility.

**18. Access to Easements.** The City of Fayetteville is required by federal law to properly operate and maintain its utilities. Doing this requires periodic work on said utility system to include but not limited to clearing easements, checking valve boxes, raising, exercising and operating valves, installing and inspecting marking signs, locating lines and more. In order to do this work, City employees and contractors working for the City are required by law to access the pipe. This often requires crossing private property to get to our easement. By having an easement on a lot, these workers are granted the legal right to cross said lot to get to the utility easement. Lots containing an easement shall have a gate installed to allow vehicular access to the main.



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0569

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Ordinance

**Agenda Number:** C. 3

### **INVERITAS RESEARCH & CONSULTING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH INVERITAS RESEARCH & CONSULTING, LLC IN THE AMOUNT OF \$3,500.00 TO CONDUCT A WORKSHOP FOR THE CITY MANAGEMENT TEAM TO DEVELOP AN IMPLEMENTATION PLAN BASED ON THE INVERITAS STRATEGIC PLANNING FINAL REPORT SUBMITTED TO THE CITY COUNCIL AFTER THEIR SPRING WORKSHOP

**WHEREAS**, on February 20, 2017, Mayor Jordan entered in a contract with InVeritas Research & Consulting, LLC for the City Council Facilitated Strategy and Planning Session in the amount of \$19,000.00 which led to a revision of the City's Strategic Plan; and

**WHEREAS**, the cost of the next phase of implementing the revised strategic plan would require competitive bidding unless waived by the City Council; and

**WHEREAS**, because of its previous work with the Mayor and City Council, InVeritas has all of the relevant background material necessary to economically assist the City in completing the implementation plan based on the Strategic Planning Final Report prepared by InVeritas after the spring workshop.

**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 that the facts shown above establish that an exceptional situation exists in which competitive bidding is not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with InVeritas Research & Consulting, LLC in the amount of \$3,500.00 to conduct a workshop for the City management team to develop an implementation plan based on the InVeritas Strategic Planning Final Report submitted to the City Council after their Spring workshop.

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

## City of Fayetteville Staff Review Form

**2017-0569**

**Legistar File ID**

**10/17/2017**

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

Susan Norton

9/29/2017

COMMUNICATIONS/MARKETING (055)

**Submitted By**

**Submitted Date**

**Division / Department**

### Action Recommendation:

The administration recommends a waiver of bid requirements and approval of a contract for \$3500.00 to work with inVeritas to prepare and conduct a half-day workshop for the city's management team to development the implementation plan for the City's revised Strategic Plan and approve a budget adjustment.

### Budget Impact:

1010.090.6600.5315.00

Account Number

Fund

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 500.00

Funds Obligated \$ -

Current Balance \$ **500.00**

**Does item have a cost?** Yes

Item Cost \$ 3,500.00

**Budget Adjustment Attached?** Yes

Budget Adjustment \$ 3,000.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**TO:** Mayor Lioneld Jordan

**THRU:** Don Marr, Chief of Staff

**FROM:** Susan Norton, Communications Director

**DATE:** September 29, 2017

**SUBJECT:** Request for Bid Waiver for inVeritas Workshop

---

**RECOMMENDATION:**

The administration recommends a waiver of bid requirements and approval of a contract for \$3500.00 to work with inVeritas to prepare and conduct a half-day workshop for the city's management team to develop the implementation plan for the City's revised Strategic Plan.

**BACKGROUND:**

In the first quarter of 2017, inVeritas worked with Mayor Lioneld Jordan and the City Council to develop and update the City's Strategic Plan. As a follow up, the Mayor is asking for inVeritas to work with the City's management team to review highlights from the plan and develop further strategy for implementation of the Council and Mayor's goals.

**DISCUSSION:**

Because of its previous work with the Mayor and City Council, inVeritas staff has all the relevant background material in order to complete the implementation schedule of the strategic plan. inVeritas is therefore the sole source and a bid waiver will be needed to continue to utilize their services.

**BUDGET/STAFF IMPACT:**

There is no budget impact. This item has been budgeted under strategic planning.

**Attachments:**

New contract with inVeritas for management workshop and original contract and PO for first round of strategic planning workshops with the Mayor and City Council.





**InVeritas Research & Consulting, LLC.  
Services Agreement**

This Services Agreement ("Agreement") is entered into as of the date set forth below by and between Ruth Whitney, inVeritas Research and Consulting, 650 S. Shackelford, Suite 305, Little Rock, AR 72211 ("InVeritas"), and the City of Fayetteville ("City"), with its principal office at the address set forth below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InVeritas and City do hereby agree as follows:

Section 1. Engagement. City engages inVeritas to perform those services set forth in Section 2 and inVeritas accepts such engagement.

Section 2. Deliverables for Various Services.

The services to be delivered shall include Strategic Planning, Research and Consultation. In furtherance of this effort, InVeritas shall provide for the following services and deliverables:

**Presentation of Strategic Plan to City Management**

In the first quarter of 2017, inVeritas worked with Mayor Lioneld Jordan and the city council to develop and update the City's strategic plan.

As a follow up, inVeritas will work with the City's management team to review highlights from the plan and develop further strategy to implement the plan.

To prepare for this meeting, inVeritas will have one or more meetings with the City to develop goals and an agenda for the meeting. Upon approval of the agenda, inVeritas will conduct a half-day (3-4 hour) session on one of the City's regularly scheduled Monday morning management team meetings. The proposed date for the session is Monday, November 6, 2017.

Section 3. Fees of InVeritas. For Services identified in Section 2 and outlined below, City's fees are as follows:

|                                           |                   |
|-------------------------------------------|-------------------|
| Pre-Planning Meeting(s) with Mayor Jordan | TBD: October 2017 |
| Development and Approval of Agenda        | TBD: October 2017 |
| Half-Day Session                          | November 6, 2017  |
| Follow-Up                                 | November 2017     |
|                                           |                   |
| <b>Total Cost</b>                         | <b>\$3,500.00</b> |

Section 4. Payment of Other Charges. In addition to the fees referred to in Section 3, City shall pay InVeritas's out of pocket expenses in connection with the Services, as approved in advance by City. InVeritas shall furnish City with statements setting forth such charges in reasonable detail.

## Section 5. Commencement of Services; Continuation Thereof.

- (a) InVeritas shall not commence any work hereunder until City has instructed InVeritas to do so.
- (b) InVeritas shall not be required to commence any work hereunder until City has paid all amount(s) required pursuant to Section 3 to be paid prior to the commencement of work. InVeritas shall not be required to continue to perform work hereunder in the event that any statement for expenses or charges payable pursuant to Section 4 shall remain unpaid for more than 30 days or, with respect to Services performed to in Section 2 and in Section 3 in the event that any monthly retainer fee shall not have been paid when due.

Section 6. Arkansas Freedom of Information Act. InVeritas agrees and understands that this Agreement and documents submitted to the City pursuant to this Agreement are subject to disclosure pursuant to the Arkansas Freedom of Information Act (A.C.A. §25-19-101, *et seq.*).

Section 7. Term. The term of this agreement shall be for twelve months beginning on October \_\_, 2017 and thereafter shall renew at the end of the term unless otherwise terminated in writing by the City.

## Section 8. Standard Terms and Conditions.

- (a) (i)(a) In the event that City shall terminate this Agreement, then, except as otherwise provided in the next sentence, inVeritas shall retain all fees theretofore paid hereunder and City shall pay inVeritas any amounts accrued pursuant to Section 4 hereof through the date of termination.
  - (b) In the event that inVeritas shall terminate this Agreement, then from the fees theretofore paid to inVeritas an appropriate amount shall be refunded to City (based upon the amount of work performed by inVeritas prior to termination by InVeritas).
- (b) Relationship between the Parties. Nothing in this Agreement shall be construed to constitute inVeritas the partner, employee or agent of City, it being intended that inVeritas shall be an independent contractor responsible only for its own actions.
- (c) Entire Agreement. This Agreement represents the entire and complete agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written understandings and agreements between the parties hereto with respect to such subject matter.
- (d) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within the State of Arkansas.

In Witness Whereof, the undersigned have executed this Agreement as of the following date:

October \_\_, 2017

**City of Fayetteville**

By: \_\_\_\_\_

Lioneld Jordan, Mayor  
City Hall  
113 W. Mountain Street  
Fayetteville, AR 72701

**InVeritas Research & Consulting**

By:  \_\_\_\_\_

Ruth H. Whitney  
President & CEO  
650 S. Shackelford, Suite 305  
Little Rock, AR 72212

City of Fayetteville Staff Review Form

2017-0108

Legistar File ID

N/A

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

Don Marr

2/16/2017

Chief of Staff

Submitted By

Submitted Date

Division / Department

**Action Recommendation:**

Approval of Services Agreement with InVeritas Research & Consulting, LLC for Fayetteville City Council Facilitated Strategy and Planning Session (s) for \$19,000.00

**Budget Impact:**

1010.090.6600-5315.00

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 19,000.00

Funds Obligated

\$

Current Balance

\$

19,000.00

Does item have a cost? Yes

Item Cost

\$

19,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

2-24-17

Comments:



## STAFF MEMO

**TO:** Mayor Lioneld Jordan

**FROM:** Don Marr, Chief of Staff

**DATE:** February 16, 2017

**SUBJECT:** Authorize Services Agreement with InVeritas for Facilitated Strategy and Planning Session(s)

---

### RECOMMENDATION:

City Staff recommends the Mayor sign the attached Services Agreement with InVeritas Research & Consulting, LLC for Fayetteville City Council Facilitated Strategy and Planning Session (s) for \$19,000.00

### BACKGROUND:

The City staff followed the purchasing guidelines for 3 written quotes for expenditures below \$20,000. We received three responses. One was a no bid response (Gallagher and Company). The other two proposals submitted were by InVeritas, and Mitchell Communications Group. Mitchell Communications Group submitted a proposal of \$14,725.00 and InVeritas submitted a proposal of \$19,000.00. Even though InVeritas submitted a higher proposal than Mitchell Communications Group, City staff selected InVeritas due to their extensive government experience and specific government experience within the State of Arkansas.

### BUDGET/STAFF IMPACT:

Funds are budgeted for 2017.

### Attachments:

1. Staff review form
2. InVeritas Research & Consulting, LLC. Services Agreement
3. InVeritas Research & Consulting Request for Proposal



**InVeritas Research & Consulting, LLC.  
Services Agreement**

This Services Agreement ("Agreement") is entered into as of the date set forth below by and between Ruth Whitney, inVeritas Research and Consulting, 650 S. Shackleford, Suite 305, Little Rock, AR 72211 ("InVeritas"), and the City of Fayetteville ("City"), with its principal office at the address set forth below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InVeritas and City do hereby agree as follows:

**Section 1. Engagement.** City engages inVeritas to perform those services set forth in Section 2 and inVeritas accepts such engagement.

**Section 2. Deliverables for Various Services.**

The services to be delivered shall include Strategic Planning, Research and Consultation. In furtherance of this effort, InVeritas shall provide for the following services and deliverables :

**Questionnaire**

The inVeritas team will work with City to develop a questionnaire that will be used as the framework for the in-depth interviews (IDIs) conducted with council members prior to the strategic planning session. A draft questionnaire will be circulated to City for comments and final approval prior to implementation. **Due Date: February 2017**

**In-Depth Interviews (IDIs)**

inVeritas will conduct one-on-one in-depth interviews with Fayetteville's eight council members. Using the approved questionnaire as the guide, inVeritas' skilled moderators will identify the goals and priorities of each city council member from his or her unique perspective. All interviews will be recorded and will last approximately one hour. **Due Date: February 2017**

**Initial Report**

inVeritas will prepare an initial report with details from each of the eight interviews. The report will rate the City's priorities in order of importance and will be used to create overarching themes to be discussed during the strategic planning session(s). **Due Date: February 2017**

**Strategic Planning Session(s)**

inVeritas will organize and facilitate the City's strategic planning retreat. The first session will take place over a day and a half and will identify focus areas, objectives and deliverables for 2017. We will draft an initial agenda and session topics for approval by the City. As discussed above, the sessions will be developed using the details from the initial IDI report. **Due Date: March 2017**





### **Final Report**

A final report will be submitted to the administration based on the strategic planning sessions and will include recommendations for prioritizing next steps. This report will be updated with any relevant information from subsequent sessions. **Due Date: March/April 2017; Updates TBD**

**Additional Planning Sessions:** As needed, inVeritas will schedule one or more follow-up sessions to provide additional information, address outstanding issues or engage on additional issues of importance to the City.

### Section 3. Fees of InVeritas. For Services identified in Section 2, City's fees are as follows

|                                         |                |
|-----------------------------------------|----------------|
| Planning & Development of Questionnaire | \$5,000        |
| Individual Interviews                   | \$5,000        |
| Initial Report                          | \$1,000        |
| Strategic Planning Session              | \$7,000        |
| <u>Final Report</u>                     | <u>\$1,000</u> |
| Subtotal                                | \$19,000       |

\*Additional Sessions and Final Report Updates                      \$10,000/session

Total (up to 4 sessions)                                                      \$49,000

Section 4. Payment of Other Charges. In addition to the fees referred to in Section 3, City shall pay InVeritas's out of pocket expenses in connection with the Services, as approved in advance by City. InVeritas shall furnish City with statements setting forth such charges in reasonable detail.

### Section 5. Commencement of Services; Continuation Thereof.

- (a) InVeritas shall not commence any work hereunder until City has instructed InVeritas to do so.
- (b) InVeritas shall not be required to commence any work hereunder until City has paid all amount(s) required pursuant to Section 3 to be paid prior to the commencement of work. InVeritas shall not be required to continue to perform work hereunder in the event that any statement for expenses or charges payable pursuant to Section 4 shall remain unpaid for more than 30 days or, with respect to Services performed to in Section 2 and in Section 3 in the event that any monthly retainer fee shall not have been paid when due.



Section 6. Arkansas Freedom of Information Act. InVeritas agrees and understands that this Agreement and documents submitted to the City pursuant to this Agreement are subject to disclosure pursuant to the Arkansas Freedom of Information Act (A.C.A. §25-19-101, *et seq*).

Section 7. Term. The term of this agreement shall be for 12 months beginning on February \_\_, 2017 and thereafter shall renew at the end of the term unless otherwise terminated in writing by the City.

Section 8. Standard Terms and Conditions.

(a) (i)(a) In the event that City shall terminate this Agreement, then, except as otherwise provided in the next sentence, inVeritas shall retain all fees theretofore paid hereunder and City shall pay inVeritas any amounts accrued pursuant to Section 4 hereof through the date of termination.

(b) In the event that inVeritas shall terminate this Agreement, then from the fees theretofore paid to inVeritas an appropriate amount shall be refunded to City (based upon the amount of work performed by inVeritas prior to termination by InVeritas).

(b) Relationship between the Parties. Nothing in this Agreement shall be construed to constitute inVeritas the partner, employee or agent of City, it being intended that inVeritas shall be an independent contractor responsible only for its own actions.

(c) Entire Agreement. This Agreement represents the entire and complete agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written understandings and agreements between the parties hereto with respect to such subject matter.

(d) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within the State of Arkansas.

In Witness Whereof, the undersigned have executed this Agreement as of the following date:

February 20, 2017

City of Fayetteville

By: \_\_\_\_\_

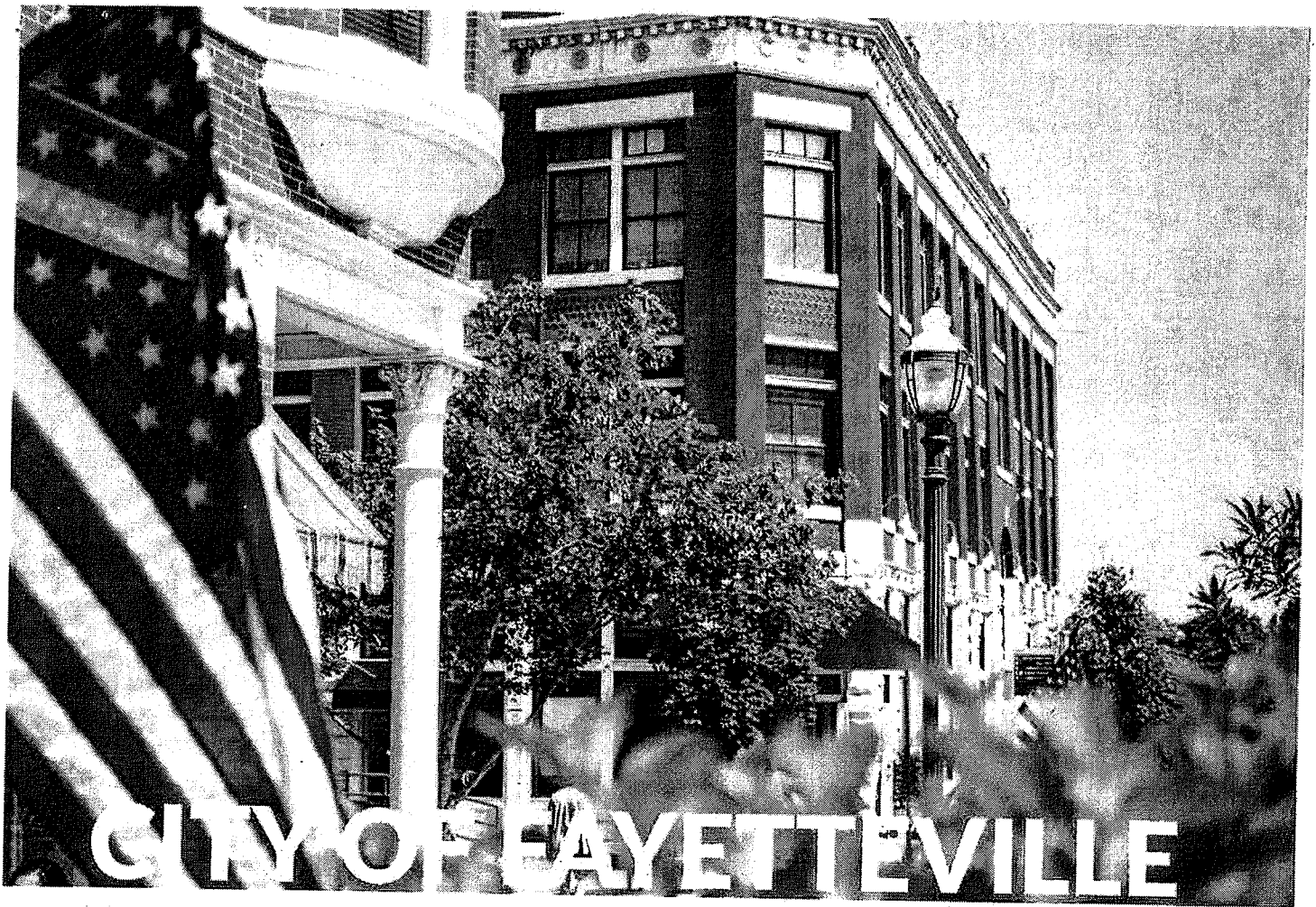
Lioneld Jordan, Mayor  
City Hall  
113 W. Mountain Street  
Fayetteville, AR 72701

InVeritas Research & Consulting

By: \_\_\_\_\_

Ruth H. Whitney  
President & CEO  
650 S. Shackleford, Suite 305  
Little Rock, AR 72212





## **REQUEST FOR PROPOSAL**

*Response submitted by*

**inVeritas<sup>®</sup>**

(479) 802-6677

[www.inveritasinfo.com](http://www.inveritasinfo.com)

---

Northwest Arkansas

Little Rock

Washington D.C.

# TABLE OF CONTENTS

|                                      |        |
|--------------------------------------|--------|
| Introduction                         | Page 1 |
| Chapter 1: The History of the Book   | Page 2 |
| Chapter 2: The Structure of the Book | Page 3 |
| Chapter 3: The Language of the Book  | Page 4 |
| Chapter 4: The Style of the Book     | Page 5 |
| Chapter 5: The Content of the Book   | Page 6 |
| Chapter 6: The Impact of the Book    | Page 7 |
| Chapter 7: The Future of the Book    | Page 8 |



January 10, 2017

City of Fayetteville  
Chief of Staff Don Marr  
dmarr@fayetteville-ar.gov

**Re: RFP - Facilitated Strategy and Planning Session**

Dear Mr. Marr:

inVeritas is pleased to submit this updated response to the City of Fayetteville's facilitated strategy and planning session RFP. We remain enthusiastic about the opportunity to help your city council develop a comprehensive strategic plan through facilitated planning sessions. We believe we have the experience to guide the city council through this process within your budget and timeline.

inVeritas focuses its practice in four main sectors: management consulting, public relations, research, and government relations. Our firm is a recognized advisor and trusted resource for delivering critical intelligence and proven solutions to address complex business challenges.

We represent a wide range of clients, from Fortune 500 companies to nonprofit organizations. In addition, we have direct experience with the policies and procedures of government on local, state, and federal levels.

We look forward to the opportunity to discuss our proposal with you further. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Whitney". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ruth Whitney

**NORTHWEST AR**

3300 Market Street, Suite 438  
Rogers, AR 72758  
479.802.6677

**LITTLE ROCK**

650 South Shackleford, Suite 305  
Little Rock, AR 72211  
501.954.7878

**WASHINGTON D.C.**

2 Wisconsin Circle, Suite 520  
Chevy Chase, MD 20815  
301.951.8451

## STATEMENT OF QUALIFICATIONS

inVeritas is a global public affairs firm specializing in corporate and brand management, public relations, government relations, market research and intelligence. With decades of experience, inVeritas is the firm of choice for global companies — a recognized advisor and trusted resource for delivering critical intelligence and proven solutions to address complex business challenges.

## FIRM SPECIALTIES



### MANAGEMENT Consulting

Successful organizations constantly search for ways to effectively and efficiently meet their mission and achieve their vision. Our team of professionals develops a deep understanding of our clients' business, their culture and unique challenges. We evaluate performance, assess business practices, develop critical capabilities and deliver value to constituents, customers and shareholders.

inVeritas helps organizations develop solutions through:

- Corporate intelligence
- Competitor analysis
- Business evaluation and planning
- Talent management
- Organizational design
- Leadership development



### ACCURATE Research

Accurate information is the cornerstone of an effective, winning strategy. Without it, critical decisions are uninformed and time and money are wasted. At inVeritas, each element of our research is carefully customized to meet our clients' objectives. We arm our clients with the intelligence crucial to market expansion, asset protection, and risk mitigation.

Our research covers a wide range of offerings:

- State-of-the-art market research (focus groups, in-depth interviews, and polling)
- Legal analysis (government and regulatory intelligence, legislative tracking)
- Due diligence (merger and acquisition analysis, executive and board due diligence, professional assessments)
- Juror intelligence and litigation support

At inVeritas, we are proud to offer insight and help inform decisions for our nation's leading companies, law firms, non-profits and state and federal governments.



## PUBLIC Relations

A strong communications and public relations operation is integral to success in every arena and every sector. Our award winning team helps clients through the various stages of their public relations needs, from crisis management to message development.

Our services include:

- Custom branding and marketing campaigns
- Digital media strategy
- Rapid response
- Press relations (media training, video analysis, press releases)
- Meeting preparation and speech writing



## GOVERNMENT Relations

The inVeritas team has worked at the highest levels of government and has the expertise to guide companies through the nuances of the regulatory, legislative, and administrative arenas. We have a proven track record for passing legislation, securing funding, building coalitions and providing cost containment on disputes.

Our comprehensive approach delivers sound results through:

- Strategic relationship development
- Legislative and regulatory analysis
- Coalition building and political engagement
- Issue advocacy
- Grassroots campaigns

inVeritas has extensive experience in a number of industry and service sectors including economic development, education, energy, finance, health care, information technology, local government, nanotechnology, pharmaceuticals, telecommunications, and transportation.

## THE INVERITAS TEAM

inVeritas has a dedicated team of professionals with the necessary expertise to meet the objectives of this project and create a successful product for FCC. Included below are the bios of the team members who would be responsible for your project.



### **RUTH WHITNEY, FOUNDER & CEO**

Ruth H. Whitney is the founder and CEO of inVeritas. Ruth serves as a strategic advisor to clients based on over 25 years of expertise in law, government, politics and public opinion. She has been privileged to advise Global 500 companies, prominent professional services firms, state and federal governments, law firms, nonprofit corporations and industry associations.

Ruth earned her Juris Doctor from the University of Arkansas at Little Rock and graduated Phi Beta Kappa from the University of Arkansas at Fayetteville. She is a member of the Arkansas Bar Association and is admitted to practice in Arkansas and the U.S. District Courts in Arkansas. Ruth has also been admitted pro hac vice in various jurisdictions in the course of her service as a national jury consultant.

Before founding inVeritas, Ruth built and managed the Arkansas office of Global Strategy Group where she specialized in executing winning campaigns in the public and private sectors. Prior to joining GSG, Ruth served as counsel and chief of staff to Attorney General Mike Beebe and developed professional relationships with attorneys general across the country. Ruth has extensive legal and management experience, including over 10 years as a healthcare and administrative lawyer with the Arkansas Department of Human Services and as Counsel to Mitchell, Williams, Selig, Gates & Woodyard.

Ruth has served as a guest writer to Talk Business and currently serves on a number of boards of directors including the Little Rock Chamber of Commerce; the Arkansas Hunger Relief Alliance; New Design School and the Little Red River Foundation. Ruth serves as advisory board member to NanoMech, Inc. and serves her state and community as a member of Leadership Arkansas, Accelerate Arkansas and the Arkansas State Chamber of Commerce.

## THE INVERITAS TEAM



### **NATHAN T. GREEN, VP OF PUBLIC RELATIONS**

Nathan T. Green serves as vice president of public relations, leading the public relations and strategic communications practice for the firm. In this role, Nathan manages communications strategy, digital media, and press relations for corporations, nonprofits and political candidates.

Nathan has served as a strategic advisor for clients, including ACCESS, the Learning Disabilities Association of Arkansas, A.D. Maddox, Compsys, Presbyterian College and NanoMech, Inc.

Prior to joining inVeritas, Nathan worked in private law practice, specializing in business, tax, and estate planning. He also served in the office of U.S. Sen. Blanche Lincoln (AR).

Nathan earned his bachelor's degree in economics from Saint Louis University and his JD from UALR William H. Bowen School of Law. He is licensed to practice law in Arkansas.

A long-time advocate for individuals with special needs, Nathan has served as president and treasurer of the board of the Learning Disabilities Association of Arkansas (LDAA). He has served on numerous fundraising committees for ACCESS Group, Inc., a school and resource center for individuals with developmental disabilities. Nathan is also a member of the Public Relations Society of America and Northwest Arkansas Emerging Leaders.



### **SARAH TERRY, SENIOR ACCOUNT EXECUTIVE**

Sarah Terry is a senior account executive on inVeritas' public relations team. She recently joined the inVeritas from Geometry Global where she led strategic thinking for Kimberly Clark's marketing in Walmart stores. Her previous work has ranged from national clients, such as Tyson Foods, Sea Best Foods, Universal Music and Goody to local clients, such as Northwest Arkansas Regional Airport and the Northwest Arkansas Council. She has received accolades for her marketing campaigns, including a national Effie Award.

Sarah's career in the communications industry, including five years as a newspaper reporter covering the City of Fayetteville and her roles in public relations and advertising, has made her an invaluable part of the inVeritas team. Sarah currently serves as the account lead for inVeritas' clients ACCESS Group, Inc., LDAA, A.D. Maddox and Arkansas Hunger Relief Alliance.

## **SUMMARY WORK PLAN**

The Fayetteville City Council (hereinafter "FCC") leads the largest city in the growing and vibrant Northwest Arkansas region. In addition to the state's flagship university, Fayetteville is home to a variety of businesses, an arts and entertainment district and an influx of residents drawn to the area for its natural beauty and strong local economy. The strategic plan requested in FCC's RFP will enable you to better promote these and other assets and determine community need for other amenities.

Our goal is to approach work for all clients strategically, with thorough pre-planning meetings taking place before a project begins, and regular meetings by phone and in person to monitor the progress of ongoing projects. At inVeritas, we establish collaborative partnerships between our firm and our clients, and we look forward to cultivating a dynamic relationship with FCC.

inVeritas' methodological and technical skills are the most advanced of any research firm in the country. Our questionnaires and analytical techniques ensure the highest possible degree of accuracy and reliability. We employ the most sophisticated statistical techniques available, searching constantly for better and more informative approaches. Our experience with various alternative methods allows us to choose the best possible and most appropriate methodologies.

At the same time, we appreciate the importance of using common sense and sound judgment in translating those numbers into strategic and tactical advice. We work closely with each client to design research that best provides the information they need. Our methodological expertise is matched only by our experience in the types of campaigns that separate good research firms from exceptional ones. We bring the hard-earned day-to-day experience of numerous branding campaigns. Our success is recognized by peers, clients, and the media. We continue to do everything possible to improve the product and the services we provide.

Even with our broad experience in the pertinent categories, we are sensitive to the unique elements of each client's needs. We pride ourselves in our commitment and focus on the project at hand, using our experience to inform our research and analysis. The results of our work tell our clients not only what respondents believe, but also identify the messages and approaches that will be most effective in shaping public opinion. We integrate this information into strategies that will bring real results.

*The following is a summary of the work plan for the project.*

## **QUESTIONNAIRE**

Prior to the strategic planning session, the inVeritas team will work with Fayetteville City Leadership to develop a questionnaire that will be used as the framework for the in-depth interviews (IDIs) conducted with council members. A draft questionnaire will be circulated to FCC leadership for comments and final approval prior to implementation.

The questionnaire will be designed to identify each City Council member's goals and priorities and will address the following areas: economic development, budget priorities, capital infrastructure, workforce development, attainable housing, revenue stream, code changes and other matters of significance to FCC. We have studied and are familiar with the City's previous and current strategic and master plans, including Fayetteville First and Fayetteville Forward.



## **IN-DEPTH INTERVIEWS (IDIs)**

inVeritas will conduct one-on-one in-depth interviews with Fayetteville's eight council members. Using the approved questionnaire as the guide, inVeritas' skilled moderators will identify the goals and priorities of each city council member from his or her unique perspective. All interviews will be recorded and will last approximately one hour.

inVeritas has conducted hundreds of forums with individuals and groups and has the skill needed to put interviewees at ease in order to garner the most significant and insightful information in an efficient manner.

## **INITIAL REPORT**

inVeritas will prepare an initial report with details from each of the eight interviews. The report will rate FCC's priorities in order of importance and will be used to create overarching themes to be discussed during the strategic planning session(s).

## **STRATEGIC PLANNING SESSION**

inVeritas will organize and facilitate FCC's strategic planning retreat. The first session will take place over a day and a half and will identify focus areas, objectives and deliverables for 2017. We will draft an initial agenda and session topics for approval by FCC leadership. As discussed above, the sessions will be developed using the details from the initial IDI report. If needed, inVeritas will schedule one or more follow-up sessions to cover any outstanding issues or delve further into other issues of importance.

## **FINAL REPORT**

A final report will be submitted to the administration that captures the consensus of the council and includes recommendations for prioritizing next steps. This report will be updated with any relevant information from subsequent sessions.

## COST PROPOSAL, DELIVERABLES & TIMELINE

We want to help FCC develop an annual planning framework to determine strategic priorities. We will work with you to help prioritize the deliverables to work within your budget.

Below is an estimated summary timeline for completion of each phase of the project along with the total cost proposal. We believe this is a realistic cost proposal and timeline if scheduling and feedback from the FCC are prompt.

|                                         |                            |
|-----------------------------------------|----------------------------|
| Planning & Development of Questionnaire | January 2017               |
| In-Depth Interviews (IDIs)              | January 2017               |
| Initial Report                          | January/February 2017      |
| Strategic Planning Session              | February 2017              |
| Final Report                            | March 2017                 |
| Additional Sessions*                    | May, August, November 2017 |

|                                                    |                  |
|----------------------------------------------------|------------------|
| Planning & Development of Questionnaire.....       | \$5,000          |
| Individual Interviews.....                         | \$5,000          |
| Initial Report.....                                | \$1,000          |
| Strategic Planning Session.....                    | \$7,000          |
| Final Report.....                                  | \$1,000          |
| Subtotal.....                                      | <u>\$19,000</u>  |
| *Additional Sessions and Final Report Updates..... | \$10,000/session |
| <b>Total (up to 4 sessions).....</b>               | <b>\$49,000</b>  |

## EXPERIENCE

inVeritas has experience with the development of deliverables requested in your RFP. The following page shows a few examples of our comparable work – from focus groups and surveys to corporate due diligence and management consulting. You'll find our team has the skills to deliver a high quality product with sound recommendations to provide clear direction for decision makers. It should be noted many of our clients are private entities and our agreements with these clients prevent us from disclosing particular details of such projects. We will make every effort to include all relevant information to demonstrate our experience with this type of work.

### ARKANSAS BLOOD INSTITUTE

As part of a comprehensive marketing and public relations plan campaign, inVeritas conducted in-depth interviews with community leaders to identify strengths and weaknesses of the Arkansas Blood Institute (ABI) brand, its competitors, potential community partners and collaborators to help this organization improve services to the target community. Based on the information obtained from the research, inVeritas helped craft a recommended branding and public relations strategy for ABI.

### CHESAPEAKE ENERGY CORPORATION

Chesapeake Energy Corporation engaged inVeritas to conduct IDIs with county judges who worked with the natural gas industry in the Fayetteville Shale Play. Our team developed a questionnaire and conducted an hour-long interview with each official. The judges were asked their impressions and perceptions of the industry players (strengths and weaknesses), the issues each judge was experiencing with the industry, and their challenges and recommendations to the industry. inVeritas produced a report and presented its findings to Chesapeake executives as part of their strategic planning for future engagement in the Fayetteville Shale Play.

### CJRW

In anticipation of its move to Little Rock's Creative Corridor, CJRW sought to continue to develop and understand the strengths and challenges of its brand. As a result, CJRW's leadership reached out to inVeritas to assist with brand research and strategic planning. inVeritas conducted IDIs with key stakeholders and clients, strategy sessions with key leadership, and prepared a series of recommendations to help frame the future development of CJRW.



## **2017 Fayetteville City Council Strategic Priorities Questionnaire**

### **Intro/Icebreaker**

Our firm was hired by the City of Fayetteville to conduct a strategic planning retreat for city council members and city leadership. In order to prepare for this session, we are conducting one-on-one sessions with each city council member to ascertain your individual priorities and goals for the city. Answers to your questions are confidential and will not be presented on an identifiable basis. We will use this information to generate the framework and topics for the session or sessions.

**Where are you from?**

**What got you interested in city government?**

**Review of Mission Statement (date unknown):** To protect and improve our quality of life by listening to and serving the people with pride and fairness.

### **General**

- **SWOT Question**
  - City's Biggest Strengths (Internal)
  - City's Biggest Weaknesses (Internal)
  - City's Biggest Opportunities (External)
  - City's Biggest Threats (External)
- **What are some specific successes achieved by the City in the past 5 years that you would like to see continue or expand? Some examples include:**
  - Properly managing taxpayer's money with balanced budgets
  - Paying down the debt
  - Enhancing physical infrastructure such as Walton Arts Center, Regional Park, Kessler Mountain Preservation, the Flyover, Crossover Road, Ruppel Road and Van Asche Extensions, Historic Bridges Preservation, College Avenue improvements, miles of road overlays, new sidewalks, trails and connectivity to Razorback Greenway, drainage projects, investment in solar array
  - Social infrastructure such as civil rights ordinance, increase in fire and police staffing for improved response times and increased safety, top 5 best place to live in the country, most affordable, best city to found a company outside Silicon Valley and New York, winner of green/energy

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- conservation initiatives, silver bicycle friendly, water utility of the future, open space planning
  - Digital infrastructure: replacement of core financial system, web services, online payments, broadband planning, upgrade to digital video
  - Other, Explain
- **What are some areas or projects that missed the mark and need to be addressed?**
- **What are some community or organizational issues, concerns, or trends that have, or will have an effect on future City Services? Some examples include:**
  - Workforce and talent recruitment
  - Flexible workplace and workspace needs
  - Climate Change/Energy Impacts
  - Regulatory items (water)
  - Impacts of technology on daily operations
  - Smart City Design
  - Economic Development Plan
  - Water/Sewer Rate Studies
  - Implementation of Mobility and Parking Master Plans
  - Master Recycling and Trash Plan
  - Economic Development Plan/Startup City of the South (incentive opportunities and funding mechanisms, entrepreneurial support)
  - Update to City Plan 2030
  - Welcoming Cities Plan
  - Other, Explain
- **Are there new initiatives, programs, projects, or policies that the City should consider?**
- **What are some initiatives that the City can do to improve organizational effectiveness, decision making, communications, teamwork and ability to accomplish goals?**
  - Planning and Development Lean Government and Customer Services
  - Improved communications and online citizen services
- **What are your top 5 goals for the city, in order? (List even if it's a "pie in the sky" goal)**



- What are the top 5 problems, issues or concerns you believe the city faces, in order?
- If you had authority and resources for just two hours, what is the one thing you would change that would have the biggest positive impact on Fayetteville citizens?
- What is your long-term vision for the city?
- Do you believe the city's current annual operating budget process works well? Do you believe the city's current capital planning budget process works well? Any room for improvement?

#### **Review of the 2003-2008 Strategic Plan "Fayetteville Vision: 2020"**

- Please take a moment to review the guiding principles from the last City Council 2020 Strategic Plan. Please circle the principles that YOU believe are still relevant. Please put an "x" next to those you don't believe are relevant. For those still relevant, please rank how important each of these principles are on a scale of 1 to 10 with 1 being the most important and 10 being the least important.
  - A Naturally Beautiful City – Our Mountains and Hills, Our Creeks, Our Open Greenspaces
  - Well-Maintained City Infrastructure and Facilities
  - A Diverse, Growing Local Economy
  - A Financially Sustainable City Government Providing Top-Quality, Responsive Services
  - A Revitalized South Fayetteville
  - Greater Ease of Mobility through an Effective Transportation System
  - Home of a Nationally-Recognized University with Educational and Research Excellence
  - Dickson Street / Downtown Area Developed as a "Cultural Entertainment" District
  - Housing Choices for All Income Levels
  - Reputation as a "Safe Community"
  - Quality Public School System
  - A Fun City in which to Live
- What other principles would you like to consider? Where do they belong in the order of importance?
- Identify which goals from the Fayetteville Vision 2020 plan still are relevant today and those that are no longer relevant or important to you.



**For those still relevant, rank in order of importance with 1 being the most important and 10 being the least important.**

- A Strong, Diverse Local Economy
  - Planned and Managed Growth
  - Development of Our Crown Jewel: The Square, Dickson Street, University
  - Improved Mobility and Street Quality
  - Strong Partnerships with the University of Arkansas
  - A Beautiful City: Clean and Green
- **In addition to the Fayetteville Vision 2020 plan, the City's comprehensive land use plan, City Plan 2030, was adopted unanimously by the Fayetteville City Council in July 2011. The goals from this land use plan state that we will:**
    - Make appropriate infill and revitalization our highest priorities
    - Discourage suburban sprawl
    - Make traditional town form the standard
    - Grow a livable transportation network
    - Assemble an enduring green network
    - Create opportunities for attainable housing
  - **Which goals and objectives from the current City Plan 2030 need to be continued or expanded upon?**
  - **What other goals would you like to consider? Where do they belong in the order of importance?**

### **Economic Development**

**You have approved Fayetteville First, the five-year economic development strategic plan. Of the 7 focus areas, which aspects of the plan are most important to you on a scale of 1-10, with 1 being the most important and 10 being the least important,**

- Arts and Culture (support the cultural arts district development; encourage public art)
- Business Retention and Attraction (improve business perception, meet property needs of targeted businesses, research and develop incentive opportunities)
- Education/Workforce (continue to partner with Fayetteville Schools and UA, strengthen lines of communication with UAMS and improve health care profession talent pool, develop Welcoming City and Welcoming Region plan)

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- Entrepreneurship and Innovation (Create Startup City of the South, support startup companies and culture to retain them, increase high tech job growth, create collaborative spaces, create Fayetteville Innovation Council and Millennial Advisory Panel)
- Lifestyle Quality (support attainable housing, enhance and support public transportation, energize downtown Fayetteville, explore redevelopment opportunities)
- Marketing and Communications (new web sites, Startup City of the South brand and trademark, pursue recognition in key rankings, increase publicity about economic development efforts, develop placemaking and marketing materials)
- Sustainability (economic, environmental, and social policy development, involvement with local, state, and national organizations on environmental protection and energy issues, develop Entergy Action Plan, pursue 4-STAR community rating, designate Fayetteville as solar friendly for development, community bike share, expansion of recycling programs)

**Are there any aspects of the plan that you disagree with or find to be unattainable? Please explain.**

**On a scale of 1-10, with 1 being the most important and 10 being the least important, how would you rank the following economic development initiatives?**

- Creating and maintaining a vibrant downtown
- Expanding and bolstering incubator space for start-up companies
- Recruiting new companies
- Retaining existing companies
- Embracing new, innovative technology
- Establishing a strategy for drawing young families to the community (quality of life initiatives)
- Leveraging relationships with University of Arkansas to foster community growth
- Sharing information on development projects in an effective and efficient manner
- Workforce training/development
- Tourism
- Marketing and communications
- Other, Explain





## **Budget Priorities & Revenue Stream**

**On a scale of 1-10, with 1 being the most important and 10 being the least important, how would you rank the following budget priorities?**

- Developing a plan with funding mechanisms for the maintenance, improvement or replacement of City equipment
- Identifying and stabilizing revenue sources for operational costs
- Identifying sustainable funding for streets and infrastructure improvements
- Identifying sustainable funding for City employee salaries and benefits
- Increasing the levels of public safety by adding personnel
- Providing exceptional services to citizens
- Funding capital improvements
- Presenting balanced General Fund operating budget
- Updating fiscal policy guidelines
- Identifying and utilizing grants
- Other, explain

## **Capital Infrastructure**

**On a scale of 1-10, with 1 being the most important and 10 being the least important, how would you rank the following capital infrastructure priorities?**

- Improving sidewalks and overall City walkability
- Implementing a program for street repair, rehabilitation and reconstruction
- Addressing aesthetic problems on streets
- Adopting future streets master plans and creating cross-town through routes
- Developing a long-term plan to improve the efficiency and upkeep of all City facilities
- Improving playgrounds and park and trail infrastructure
- New Facility for Fayetteville Police Department
- Creating a hotel and convention center
- Public wi-fi in public parks and on trails
- Other capital projects, explain

## **Workforce Development**

**On a scale of 1-10, with 1 being the most important and 10 being the least important, how would you rank the following workforce development priorities?**

- Attracting skilled workers to the City

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- Improving education within public schools
- Training and education initiatives for current workforce
- Strategic partnerships with the private sector
- Programs within high schools
- Partnerships with the University of Arkansas and other local higher education institutions
- Other, explain

## **Attainable Housing**

**On a scale of 1-10, with 1 being the most important and 10 being the least important, how would you rank the following housing priorities?**

- Encouraging developers to build affordable housing
- Encourage more downtown housing
- Improving the quality of rental housing
- Developing smart rules that outperform current zoning and attract desirable development
- Incentives for development
- Public/private partnerships
- Other, explain

## **Citizen Services**

**I would like to get your perception of the quality of citizen services. On a scale of 1 to 10, please rank these services where 1 indicates high quality and needs little improvement and 10 indicates poor quality and needs the most improvement.**

- Recycling and Trash
- Libraries
- Parks, trails, and recreation
- Public safety
- Water and sewer
- Parking
- Public access and transparency
- Streets and infrastructure
- Other intermodal transportation
- Community events
- Arts and leisure
- Public Art

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- Performing Arts
- Activities for children and teens
- Aesthetics
- Other, explain

## **Community Engagement & Communications**

**I would like to get your perception of the quality of Fayetteville's community engagement and communications. On a scale of 1 to 10, please rank these services, where 1 indicates high quality and needs little improvement and 10 indicates poor quality and needs the most improvement.**

- Social media outreach
- Newsletter and print outreach
- Website
- Other technology
- Customer service within city staff
- Commuter engagement
- City facility hours of operation
- Neighborhood association activities
- Working relationships with community organizations
- Project progress education
- Programming and encouraging attendance
- Communication with new residents (welcome packets)
- Regional media coverage
- User-friendly methods of obtaining information
- Transparency
- Other, explain

## **Organizational Effectiveness**

**What is your perception of the quality of Fayetteville's organizational effectiveness. On a scale of 1 to 10, please rank these services where 1 indicates high quality and needs little improvement and 10 indicates poor quality and needs the most improvement.**

- Internal communications
- Committee efficiency
- Resources for staff training workshops and seminars
- Encouraging environment for employees (recognition events and career development goals)

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- Performance evaluation systems for employees
- Creating a culture of collaborative decision making
- Technology and software
- Data Storage
- Disaster or crisis plan
- Other, explain



*The City of*  
**Fayetteville**  
A R K A N S A S

Don Marr, City of Fayetteville  
Facilitated Strategy and Planning Session  
October 8, 2015



Presented by:

**Mitchell**<sup>®</sup>  
COMMUNICATIONS GROUP



### *Implementation*

Mitchell can provide all needed support services to ensure implementation of new processes, training or other actions are done in both an efficient and cost effective manner.

### *Evaluation*

Evaluation of process and results is a critical step in the method. It requires setting clear measures of success on the front side of a project. Such measures may include key performance indicators, desired outcomes and results in both qualitative and quantitative metrics. Our team assists in providing analytics and insights, as well as working directly with clients to establish the most relevant metrics and measures.

### *Reinforcement*

A final step in our process is reinforcement. This relates most closely to training and organizational change, but can have value to other efforts as well. Often reinforcement designed specifically for executives and media training can be refining messaging post-interview and additional role play for message delivery and polishing of nonverbal cues.

More information about The Center can be found at [www.profoundskills.com](http://www.profoundskills.com).



# Facilitation Expertise



**Blake Woolsey, Executive Vice President**

Blake is one of the top coaches and facilitators in the nation, bringing a diverse background in development, communications and public relations to Mitchell Communications Group. Her success is based in her keen understanding of messaging and communication, human behavior change, motivation and influence. This is evident in both her coaching methodologies and her learning design. Blake's leadership and innovation is evident as she has certifications from Neuroleadership Group, International Coaching Federation and International Institute of Facilitators. She is a member of Walmart's Executive Coaching Cohort.



**Gina Miller, Vice President**

Gina brings expertise in organizational development, instructional design, HR and spent five years on Walmart's talent development team. With more than 25 years of experience in traditional and online learning, she has a reputation for engaging others through creative design. Her background includes development of training for pharmacists and technology audiences.

She is certified in change management and has expertise in employment engagement. She currently leads the Center for Training, Business and Leadership Excellence, a practice area within Mitchell Communications Group, offering training, facilitation, executive coaching services and HR consultation services.



**Karen Armstrong, Project Employee**

Karen has more than 30 years of strategic human resources experience. Her expertise includes onboarding, talent development, succession planning, employee selection, organizational development, team diagnostics, and training design and delivery. She is a passionate advocate for building a culture that enhances employee engagement, diversity and inclusion.

Prior to joining Mitchell, Karen was VP of Diversity and Leadership Development at Tyson Foods, Inc.



# Estimate

| Detail                                            | Fee         |
|---------------------------------------------------|-------------|
| Phase One: Informational Interviews (based on 10) | \$3,900     |
| Phase Two: Facilitated Session (1.5 days)         | \$9,850     |
| Participant fee for the facilitated session       | \$15/person |

\*Out-of-pocket expenses (i.e., travel, food) are billed separate from the estimate above.

9. Council  
2. Elected  
City Attorney  
City Clerk

4 - Staff

$15 \times 15 = 225.00$   
3,900.00  
9,850.00

DISC

$50.00 \times 15 = 750.00$

Total = 14,725.00





**Marr, Don**

---

**From:** Blake Woolsey <blake.woolsey@mitchcommgroup.com>  
**Sent:** Thursday, October 22, 2015 12:59 PM  
**To:** Marr, Don  
**Subject:** RE: Responding to Message: Blake Woolsey

It would be \$50 for each DiSC profile. They do it on-line. It's a 23-page report. We would print them a bring them to the session. \$50 x number of participants. Do I need to include that in the document?

**Blake Woolsey**  
Executive Vice President  
Mitchell Communications Group  
[Fayetteville](#) | [Chicago](#) | [New York](#)  
479.443.4673 office  
479 957 6301 cell

[Web](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [YouTube](#) | [Google+](#) | [LinkedIn](#)

2014 Midsize Agency of the Year finalist - *PRWeek*  
2013 Top 10 Fastest-Growing Agency Globally - *The Holmes Report*  
2012 Small PR Agency of the Year - *The Holmes Report*

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---

**From:** Marr, Don [mailto:dmarr@fayetteville-ar.gov]  
**Sent:** Thursday, October 22, 2015 8:07 AM  
**To:** Blake Woolsey; Blake Woolsey  
**Subject:** FW: Responding to Message: Blake Woolsey

Blake – Just following up on the email below. Have you had a chance to look at this yet. I want to make sure that I have the total cost incorporated.

Thanks,  
Don

---

**From:** Marr, Don  
**Sent:** Tuesday, October 20, 2015 8:45 AM  
**To:** 'Blake Woolsey' <blake.woolsey@mitchcommgroup.com>  
**Subject:** RE: Responding to Message: Blake Woolsey

Handwritten calculations:

$$\begin{array}{r} 50 \\ \times 9 \\ \hline 450.00 \end{array}$$
$$\begin{array}{r} 15 \\ \times 9 \\ \hline 135.00 \end{array}$$

Blake – Thank you for your follow up (you are so good!). We are in the process of getting our other two quotes in order to be able to contract with you I have to have 3 quotes (or even a no quote from a potential provider) – you know government.

The proposal I got from you looks great. I did have one question. We talked about some type of assessment tool that the City Council members would take (like a DISC, Myers Briggs, or any type of Strengths Finder/Communication Style tool – I think you spoke about a specific tool as well). I don't see that cost in the proposal or in the process.

Can you address that for me – what tool it would be and the cost of giving and review that assessment with the City Council team. We are still working on dates to confirm for January. Do you have any that are “blackened out” already?

Thanks,  
Don

---

**From:** Blake Woolsey [<mailto:blake.woolsey@mitchcommgroup.com>]  
**Sent:** Monday, October 19, 2015 8:09 PM  
**To:** Marr, Don <[dmarr@fayetteville-ar.gov](mailto:dmarr@fayetteville-ar.gov)>  
**Cc:** Gina Miller <[Gina.Miller@mitchcommgroup.com](mailto:Gina.Miller@mitchcommgroup.com)>; Tommye Johnson <[Tommye.Johnson@mitchcommgroup.com](mailto:Tommye.Johnson@mitchcommgroup.com)>  
**Subject:** RE: Responding to Message: Blake Woolsey

Checking in with you . . .  
Let us know if there is anything else you need.

**Blake Woolsey**  
Executive Vice President  
Mitchell Communications Group  
[Fayetteville](#) | [Chicago](#) | [New York](#)  
479.443.4673 office  
479 957 6301 cell

[Web](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [YouTube](#) | [Google+](#) | [LinkedIn](#)

**2014 Midsize Agency of the Year finalist - PRWeek**  
**2013 Top 10 Fastest-Growing Agency Globally - The Holmes Report**  
**2012 Small PR Agency of the Year - The Holmes Report**

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---

**From:** Blake Woolsey  
**Sent:** Thursday, October 08, 2015 5:47 AM

**To:** 'Marr, Don'  
**Cc:** Gina Miller; Tommye Johnson  
**Subject:** RE: Responding to Message: Blake Woolsey

Dear Don,

It was great to visit with you last week!

Attached is a proposal capturing the request you have made. If you have thoughts, edits, insights, please share them with us after your review. We are happy to edit however needed to make sure we are communicating what you and the mayor hope – and the Council hopes – to accomplish.

Take care and thank you for reaching out,  
bw

**Blake Woolsey**  
Executive Vice President  
Mitchell Communications Group  
[Fayetteville](#) | [Chicago](#) | [New York](#)  
479.443.4673 office  
479 957 6301 cell

[Web](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [YouTube](#) | [Google+](#) | [LinkedIn](#)

**2014 Midsize Agency of the Year finalist - PRWeek**  
**2013 Top 10 Fastest-Growing Agency Globally - The Holmes Report**  
**2012 Small PR Agency of the Year - The Holmes Report**

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---

**From:** Marr, Don [<mailto:dmarr@fayetteville-ar.gov>]  
**Sent:** Thursday, October 01, 2015 12:40 PM  
**To:** Blake Woolsey  
**Subject:** RE: Responding to Message: Blake Woolsey

4:30 pm today works for me. Do you want to call me or me to call you. If you are going to call me, call 479-575-8330 Ext 8303 or my cell 479-601-3929. If you want me to call you, then just let me know what number to call.

Thanks Blake.  
Don

**From:** Blake Woolsey [<mailto:blake.woolsey@mitchcommgroup.com>]  
**Sent:** Thursday, October 01, 2015 8:53 AM  
**To:** Marr, Don <[dmarr@fayetteville-ar.gov](mailto:dmarr@fayetteville-ar.gov)>  
**Subject:** RE: Responding to Message: Blake Woolsey

Any chance 4:30 p.m. might work? Or, 8:15 a.m. tomorrow morning?

**Blake Woolsey**

Executive Vice President

Mitchell Communications Group

[Fayetteville](#) | [Chicago](#) | [New York](#)

479.443.4673 office

479 957 6301 cell

[Web](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [YouTube](#) | [Google+](#) | [LinkedIn](#)**2014 Midsize Agency of the Year finalist - PRWeek****2013 Top 10 Fastest-Growing Agency Globally - The Holmes Report****2012 Small PR Agency of the Year - The Holmes Report**

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---

**From:** Marr, Don [<mailto:dmarr@fayetteville-ar.gov>]**Sent:** Thursday, October 01, 2015 7:00 AM**To:** Blake Woolsey**Subject:** RE: Responding to Message: Blake Woolsey

Blake – I have some vendors in for interviews this morning that start at 8:15 am. I could do first thing in the afternoon, or earlier than 8:15 am. Just let me know.

Thanks and I look forward to talking with you.

Don

---

**From:** Blake Woolsey [<mailto:blake.woolsey@mitchcommgroup.com>]**Sent:** Wednesday, September 30, 2015 7:05 PM**To:** Marr, Don**Subject:** Responding to Message: Blake Woolsey

Dear Don,

You know that we would love to work with you and help facilitate a session for the city Council. Could you visit tomorrow morning?

**Blake Woolsey**

Executive Vice President

Mitchell Communications Group

[Fayetteville](#) | [Chicago](#) | [New York](#)

479.443.4673 office

479 957 6301 cell

[Web](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [YouTube](#) | [Google+](#) | [LinkedIn](#)

**2014 Midsize Agency of the Year finalist - PRWeek**  
**2013 Top 10 Fastest-Growing Agency Globally - The Holmes Report**  
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**From:** Jacob Salinas [mailto:jacob\_salinas@ajg.com]  
**Sent:** Tuesday, January 10, 2017 10:26 AM  
**To:** Marr, Don <dmarr@fayetteville-ar.gov>  
**Subject:** request for bid of Strategic Planning Facilitation

Hi, Don,

Thanks for the inquiry, unfortunately at this time we will decline to bid. Thanks for thinking of us.

**Jacob Salinas**  
**Area Vice President**  
**Arthur J. Gallagher & Co.**

417-447-7071  
[jacob\\_salinas@ajg.com](mailto:jacob_salinas@ajg.com)

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Two Pierce Place, Itasca, IL 60143  
[www.ajg.com](http://www.ajg.com) | 1.630.773.3800

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113 W Mountain  
Fayetteville, AR 72701

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113 W Mountain St  
FAYETTEVILLE, AR 72701

REPRINT PURCHASE  
ORDER  
NO. 2017-00000269

DATE 03/20/2017

VENDOR 90564 inVeritas Research &amp; Consulting Inc

CONTACT

inVeritas Research & Consulting Inc  
650 S Shackleford Rd Ste 305  
Little Rock, AR 72211



DELIVER BY  
SHIP VIA  
FREIGHT TERMS 1  
ORIGINATOR Bonnie Bolinger  
RESOLUTION #  
PAYMENT TERMS 30

| QUANTITY  | U/M  | DESCRIPTION                                                                                      | UNIT COST     | TOTAL COST  |
|-----------|------|--------------------------------------------------------------------------------------------------|---------------|-------------|
| 1.0000    | EA   | Professional Services - Other - Services Agreement with InVeritas Research & Consulting, LLC for | \$19,000.0000 | \$19,000.00 |
|           |      | 1010.090.6600-5315.00 (Contract Services :)                                                      |               | \$19,000.00 |
| 1.0000    | Each | Professional Services - Other - Travel expenses                                                  | \$266.5000    | \$266.50    |
|           |      | 1010.090.6600-5315.00 (Contract Services :)                                                      |               | \$266.50    |
|           |      | OPEN TOTAL COST                                                                                  | \$0.00        |             |
|           |      | AMOUNT VOIDED                                                                                    | \$0.00        |             |
|           |      | OPEN AMOUNT EXPENSED                                                                             | \$0.00        |             |
|           |      | OPEN AMOUNT                                                                                      | \$0.00        |             |
|           |      | AMOUNT DISCOUNTED                                                                                | \$0.00        |             |
|           |      | OPEN AMOUNT                                                                                      | \$0.00        |             |
| SUBTOTAL  |      |                                                                                                  |               | \$19,266.50 |
| SALES TAX |      |                                                                                                  |               | \$0.00      |
| TOTAL DUE |      |                                                                                                  |               | \$0.00      |

*Judice Rennie*

PAGE 1 OF 1

APPROVED BY

SPECIAL INSTRUCTIONS





FAYETTEVILLE  
A R K A N S A S

STRATEGIC  
PLANNING  
**FINAL  
REPORT**

2017

*prepared by*

**inVeritas<sup>®</sup>**

*March 2017*





March 21, 2017

City of Fayetteville  
Mayor Lioneld Jordan  
c/o Chief of Staff Don Marr  
dmarr@fayetteville-ar.gov

**Re: Facilitated Planning Session Report**

Dear Mayor Jordan,

It has been a pleasure working with you and the city council to develop your strategic plan for the City of Fayetteville. We are pleased to submit our final report with findings and recommendations.

You have made great progress in identifying guiding principles and priorities that will guide you and the council in future strategic planning and policy development.

Please know that we remain available to assist you as you continue to refine these strategic principles either through additional planning sessions or in a consulting capacity.

Please let us know if you have any questions. Again, thank you for the opportunity to work with the City of Fayetteville.

Sincerely,

A handwritten signature in black ink that reads 'Ruth Whitney'.

Ruth Whitney

NORTHWEST AR

3300 Market Street, Suite 438  
Rogers, AR 72758  
479.802.6677

LITTLE ROCK

650 South Shackleford, Suite 305  
Little Rock, AR 72211  
501.954.7878

WASHINGTON D.C.

2 Wisconsin Circle, Suite 520  
Chevy Chase, MD 20815  
301.951.8451

# TABLE OF CONTENTS

**Methodology.....Page 1**

**Fayetteville Vision 2050.....Page 2**

A Diverse Growing Local Economy.....Page 4

A Naturally Beautiful City.....Page 5

Well-Maintained City Infrastructure.....Page 6

Greater Ease of Mobility – Effective TransportationSystem.....Page 7

Financially Sustainable Government.....Page 8

Quality Public School System.....Page 9

Reputation as a Safe Community.....Page 10

A Fun City in Which to Live.....Page 11

Pathways to Prosperity.....Page 12

Education, Research and Healthcare Excellence.....Page 13

Ecosystem Preservation.....Page 14

**Operations.....Page 15**

City Organizational Effectiveness.....Page 15

**Appendix A** Initial Report

**Appendix B** Updated Initial Report with Session Notes

**Appendix C** Council Questionnaire

## METHODOLOGY

inVeritas was engaged by the City of Fayetteville to conduct strategic planning for its city council members and leadership. During February 2017, our moderators conducted one-on-one sessions with each of the City's eight council members and the mayor to ascertain individual priorities and goals for the city. The sessions were conducted based on a City-approved questionnaire focusing on the City's current master plans and strategic priorities.

On March 3- 4, 2017, inVeritas moderated a day-and-a-half strategic planning session with Mayor Jordan and six city council members.

The following individuals participated and contributed to the contents of this report:

## PRE-SESSION INTERVIEWS

|                                      |                       |
|--------------------------------------|-----------------------|
| <b>Mayor Lioneld Jordan</b>          | Conducted February 28 |
| <b>Council Member Sarah Bunch</b>    | Conducted February 21 |
| <b>Council Member Adella Gray</b>    | Conducted February 21 |
| <b>Council Member Mark Kinion</b>    | Conducted February 21 |
| <b>Council Member John La Tour</b>   | Conducted February 28 |
| <b>Council Member Alan Long</b>      | Conducted February 23 |
| <b>Council Member Sarah Marsh</b>    | Conducted February 21 |
| <b>Council Member Matthew Petty</b>  | Conducted February 13 |
| <b>Council Member Justin Tennant</b> | Conducted February 26 |

## SESSION ATTENDEES

**Mayor Lioneld Jordan**  
**Council Member Sarah Bunch**  
**Council Member Adella Gray**  
**Council Member Mark Kinion**  
**Council Member Sarah Marsh**  
**Council Member Matthew Petty**  
**Council Member Justin Tennant**

# FAYETTEVILLE VISION 2050

## STRATEGIC RECOMMENDATIONS

During February and March 2017, inVeritas conducted strategic planning with the City of Fayetteville. Through the process, the mayor and council members identified specific priorities and guiding principles to guide policies and decision making to the year 2050. The following pages reflect the City's forward-looking vision and an overview of the City's primary focus areas.

While much progress was made, we recommend the City take the following action to build on its work.

### Recommendations

- **REFINEMENT OF MISSION & VISION:** inVeritas recommends further refinement of the City's mission and vision statements. The process may involve public input to ensure the statements align with the values of the citizens.
- **COMMUNICATIONS & MARKETING STRATEGY:** The City should develop and implement a comprehensive communications and marketing strategy to maximize the value the public relations of its activities and to identify targeted audiences.
- **INTERNAL ORGANIZATIONAL REVIEW:** The City should conduct an internal review of organizational effectiveness to address issues identified by the Council. The review should make recommendations for new policies and programs the City should implement and identify and eliminate ineffective programs or policies.
- **ADDITIONAL PLANNING SESSIONS:** inVeritas recommends the City conduct additional planning sessions to identify the specific guiding principals, priorities, focus areas and means it would like to develop and execute in the next two and five years timeframes.

## VISION STATEMENT

The City's vision provides the framework for the future planning. It should guide future policy, projects and plans, decisions and actions, and operations looking forward to the year 2050. Based on comments from the Mayor and City Council, inVeritas compiled the following suggested vision statement:



*To keep Fayetteville a vibrant and welcoming city that encourages diversity, creativity, and innovation while providing our citizens the opportunity to thrive\**

*\*Subject to final approval by City Council*

# FAYETTEVILLE VISION 2050

## GUIDING PRINCIPLES

During 2017 strategic planning, the Mayor and members of the Fayetteville City Council developed eleven guiding principles for Fayetteville's new Vision 2050 plan. The principles were based on existing principles from the 2003 Strategic plan along with additional principles developed by this Council. These principles will guide the City's vision for future policy, projects and planning, decisions and actions, and operations. For each of these principles, we have identified both the focus areas and the means to achieve these strategies.



**A DIVERSE, GROWING  
LOCAL ECONOMY**



**A NATURALLY  
BEAUTIFUL CITY**



**WELL-MAINTAINED  
CITY INFRASTRUCTURE  
AND FACILITIES**



**GREATER EASE OF  
MOBILITY THROUGH  
TRANSPORTATION**



**A FINANCIALLY  
SUSTAINABLE CITY  
GOVERNMENT**



**QUALITY PUBLIC  
SCHOOLS**



**REPUTATION AS A  
SAFE COMMUNITY**



**FUN CITY IN WHICH  
TO LIVE**



**PATHWAYS TO  
PROSPERITY**



**EDUCATIONAL,  
RESEARCH  
AND HEALTHCARE  
EXCELLENCE**



**ECOSYSTEM  
PRESERVATION**



## A DIVERSE, GROWING LOCAL ECONOMY

---

Maintaining a strong, diverse and growing local economy was the single most important principle and goal identified by council members for the City's success.

### FOCUS AREAS

- Business retention and attraction
- Entrepreneurship and innovation
- Lifestyle quality
  - Age-friendly city
  - Affordable housing
- Education/workforce
- Arts and culture
- Sustainability
- Marketing and communications

### MEANS

- Code improvements
- Cooperation with local schools
  - Workforce training and development, especially for technical and skilled trades and forward-thinking skills
- Embracing new, innovative technology and prototyping
- Encourage the importance of a creative economy
- Improved communications
- Improved staff training
- Metrics for performance measurement
- Regional coordination
- Tax incentives for revitalization



## A NATURALLY BEAUTIFUL CITY

---

A naturally beautiful city was recognized as another important principle for the City's success.

### FOCUS AREAS

- Protecting the City's natural beauty and heritage
- Appropriate infill and revitalization
- Livable transportation network
- Enduring green network
- Attainable housing
- Discouraging sprawl while protecting choice

### MEANS

- Code improvements (downtown and non-downtown)
  - Consistent design codes
- Emphasize low-impact design manual
- Suggested design standards and mandatory design review
- Metrics for performance measurement
- Reconsider commercial zones
- Restrictions where development pays for infrastructure maintenance
- Turnkey development processes





## WELL-MAINTAINED INFRASTRUCTURE AND FACILITIES

---

Well-maintained city infrastructure and facilities and transportation is recognized as another important principle with council members noting the City needs to address its aging infrastructure.

### FOCUS AREAS

- Affordable broadband
- Maintenance of current infrastructure and facilities
- Improved sidewalks and overall City walkability
- Improved streets
- Improved playgrounds, parks and trail infrastructure
- Future street plans

### MEANS

- Making broadband affordable and accessible
- Maintenance of current infrastructure as a preference to building new
- Short-term tax incentives to encourage development and revitalization of existing infrastructure
- Ensuring new development pays for infrastructure maintenance
- Implementing a program for street repair, rehabilitation and construction
- Developing a long-term plan to improve efficiency and upkeep of all City facilities



## GREATER EASE OF MOBILITY - EFFECTIVE TRANSPORTATION SYSTEM

---

Greater Ease of Mobility through an Effective Transportation System is the fourth principle identified by the Council.

### FOCUS AREAS

- City walkability
- Effective traffic flow
- Public transportation
- Regional transit
- Transportation mode share

### MEANS

- Development of a transportation master plan
  - ◊ Transit hubs
  - ◊ Corridor-oriented express routes
- Feasibility studies
- Public/private partnerships
- Regional coordination
- Identify and allocate spending based on desired mode share



## FINANCIALLY SUSTAINABLE GOVERNMENT PROVIDING TOP-NOTCH CITIZEN SERVICES

---

Council members were in agreement that a financially sustainable government providing top-notch citizen services is a vitally important principle for future planning.

### FOCUS AREAS

- Balanced enterprise fund and general fund budget
- Funding for capital projects
- Funding for infrastructure improvements
- Identification of new (diverse) sources of revenue
- Maximizing revenue sources
- Providing exceptional services to citizens

### MEANS

- “Do the Math” – ensuring long-term budget can sustain future planning
- Updating fiscal policy guidelines
- Encouraging focused and directed public input
- Maximizing potential of revenue sources, such as property taxes
- Lessening dependency on sales tax
- Ensuring salary and market studies are more granular
- Identifying and maximizing use of grants
- Postponing discussion of salary increases until year is closed out



## QUALITY PUBLIC SCHOOL SYSTEM

---

Providing a quality public school system was another important principle recognized by the council.

### FOCUS AREAS

- Maintaining high quality public education
- Having a school in every neighborhood
- Healthy environment for children
- Technical and skilled trades

### MEANS

- Code and infrastructure planning to promote safety and effective traffic flow around public schools
- Collaboration and coordination with school boards through regular quarterly meetings
- Recognizing education's impact on City
- Support and resources for students who are ready to learn
- Support for technical education and skilled trades as an alternative to college preparation



## REPUTATION AS A SAFE COMMUNITY

---

A reputation as a safe community is another principle vital to Fayetteville's long-term vision.

### FOCUS AREAS

- National reputation as a safe community
- Safety and security of citizens
- Responsive emergency services
- Walkable community

### MEANS

- Addressing poverty and homelessness
- Cleaning up derelict areas
- Establishing population nodes along trails
- Investment in infrastructure to eliminate "broken-window effect"
- Investments in police/fire resources
- Revitalizing South Fayetteville



## A FUN CITY IN WHICH TO LIVE

---

Council members recognize the quality of life of Fayetteville as a major draw for residents and tourists alike.

### FOCUS AREAS

- Creative Economy
- Downtown/Dickson Street
- South Fayetteville
- Urban spaces
- Recreation: parks, trails and public spaces

### MEANS

- Addressing infrastructure
- Better communication about activities
- Collaboration and coordination with Experience Fayetteville and Parks and Recreation
- Commitment to quality parks, trails and recreation opportunities
- Creating and maintaining a quality downtown
- Creating identity moments and maximizing experiences through public art
- Developing a public commons
- Educating the public on the value of a creative economy
- Expanding arts and culture beyond downtown
- Support for the Fayetteville's arts and culture scene
- Support for a performance arts campus



## PATHWAYS TO PROSPERITY

---

Council members developed pathways to prosperity as a new principle in 2017 to address the City's vision of helping all citizens thrive and reducing poverty.

### FOCUS AREAS

- Access to quality healthcare
- Broad educational opportunities
- Poverty rate as a metric
- Quality, affordable childcare
- Reduction in poverty rate
- Reduction in food insecurity
- Safe and adequate housing
- Technical workforce training

### MEANS

- Addressing the achievement gap
- Affordable broadband
- Building strong neighborhood centers through appropriate infill
- Code and zoning review to encourage development of affordable housing
- Oversight of rental property; registry; warranties of habitability
- Metrics for performance measurement
- Training and education initiatives for current workforce
- Work with school boards to improve education and programs



## EDUCATION, RESEARCH AND HEALTHCARE EXCELLENCE

---

The University of Arkansas was consistently mentioned as being one of the City's biggest strengths, however, the majority of council members recognize they have little control over what happens at the University. As a result, a new principle was developed as Education, Research and Healthcare Excellence.

### FOCUS AREAS

- University of Arkansas
- University of Arkansas for Medical Sciences (UAMS)
- Arkansas Children's Hospital
- Reduction in brain drain

### MEANS

- Expanding healthcare opportunities
- Exploring new and innovative opportunities, such as becoming a green medical hub or focusing on integrated healthcare
- More communication with current students to encourage involvement in community
- Regional coordination
- Reducing the size and reconsidering the scope of Town and Gown committee
- Strong partnerships and coordination with the University of Arkansas, UAMS, and Arkansas Children's Hospital





## ECOSYSTEM PRESERVATION

---

The final guiding principle proposed by the Council recognized the importance of preserving the environment.

### FOCUS AREAS

- Climate action plan
- Maintaining and preserving ecosystem and natural resources
- Pollution reduction
- Protecting environment
- Sustainability

### MEANS

- Reduction in dependence on nonrenewable resources
- Expansion and improvements to recycling program
- Encouraging low-impact development

# CITY OPERATIONS

Strategic planning also focused on the quality of city operations. The Council would like to see the following areas addressed to improve operations and organizational effectiveness.

## FOCUS AREAS

- Communications
- Community engagement
- Organizational effectiveness

## MEANS

- Improvements to City's communications initiatives – expanding channels
  - Newsletter
    - Review of effectiveness and transforming format
  - Digital and social media
  - More mobile workshops
  - Website
  - User-friendly methods of obtaining information
- Embracing technology, pilot programs and prototyping
- Staff concierge
- Staff training
- Communications between department heads to address issues of “siloed departments”
- Reduction in barriers to entry/red tape
- Streamlining processes
- Retaining good, quality staff
- Use proper parliamentary procedure during meetings
- Citizen committee reviews

|                    |                                         |                          |
|--------------------|-----------------------------------------|--------------------------|
| <b>Budget Year</b> | <b>Division</b>                         | <b>Adjustment Number</b> |
| 2017               | COMMUNICATIONS/MARKETING<br>/Org2 (055) |                          |
|                    | <b>Requestor:</b> Liz Hutchens          |                          |

The Mayor has requested a strategic planning workshop for the City's Department Directors to present the results of the City Council strategic planning workshop from last Spring in order to inform management team and develop and prioritize an implementation plan. There will still be sufficient funds in the Services and Charges account for the remainder of 2017.

v.20170707

C:\Program Files\Granicus\Legistar5\Packet\1203\_City Council Agenda Session\_10\_10\_2017\0017\_2\_BA\_INVERITAS RESEARCH CONSULTING, LLC



# City of Fayetteville, Arkansas

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

## Text File

File Number: 2017-0559

---

**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Resolution

**Agenda Number:** C. 4

### **APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5901 FOR APPROXIMATELY 1.20 ACRES LOCATED AT 1100 NORTH MEADOWLANDS DRIVE FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

### **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-O, Residential Office to CS, Community Services.

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.

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

---

RECEIVED

SEP 22 2017

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

To whom it may concern,

On September 11, 2017 rezone request RZN 17-5901 (1100 N. Meadowlands Dr./ Khajehnajafi, 400) was denied by the City of Fayetteville's Planning Commission. The request was to rezone the property from R-O (residential office) to C-2 (thoroughfare commercial). Our client would like to appeal the decision to rezone this property and have this item placed on the next available City Council agenda. However, we would like to change the requested zoning from C-2 (thoroughfare commercial) to CS (community services). Our client would like to appeal the Planning Commission's decision and have the City Council review a request to rezone the same property as referred to in RZN 17-5901 from R-O (residential office) to CS (community services). If you have an question please feel free to contact me.

Sincerely,



Buckley Blew PLS



## CITY COUNCIL AGENDA MEMO

### MEETING OF OCTOBER 3, 2017

**TO:** Mayor, Fayetteville City Council

**THRU:** Andrew Garner, Planning Director

**FROM:** Jonathan Curth, Senior Planner

**DATE:** September 29, 2017

**SUBJECT: RZN 17-5901: Rezone (1100 N. MEADOWLANDS DR./KHAJEHNAJAFI, 400):** Submitted by BLEW & ASSOCIATES, INC. for property at 1100 N. MEADOWLANDS DR. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 1.20 acres. The request is to rezone the property to CS, Community Services.

---

### RECOMMENDATION:

The City Planning staff recommend approval of the recently amended request to rezone the subject property to CS, Commercial Services, as shown in the attached Exhibits 'A' and 'B'.

### BACKGROUND:

The proposed rezoning request is for a 1.20 acre portion of a larger 2.4 acre property on the northeast corner of Wedington Drive/Highway 16 and Meadowlands Drive. The property is currently undeveloped and devoid of any significant vegetation. Following annexation in to the City in 1982, the property was zoned A-1, Agricultural, before a subsequent rezoning to R-O.

*Request:* The request is to rezone the property from R-O, Residential Office, to CS, Commercial Services for future development.

*Land Use Compatibility:* The proposed zoning is compatible with surrounding properties, which include a mixture of undeveloped, commercially-zoned properties, a single-story office building, and a mixed-density, residential subdivision that is under construction. The proposed CS zoning is not adjacent to any single-family homes, and the northern portion of the property will remain zoned as R-O. Additionally, this area of the City has many residents, but is limited in the availability of retail and services, requiring many residents to drive long distances to meet daily needs. The permitted uses allowed under the CS zoning district can potentially encourage development that will alleviate the lack of services along this portion of Wedington Drive.

*Land Use Plan Analysis:* The proposed zoning is consistent with City Plan 2030, the Wedington Corridor Neighborhood Plan, and the Future Land Use Map designation of City Neighborhood Area. The CS zoning district encourages patterns of development that support the goals of these plans, including an expectation that non-residential buildings will be located at the corner, creating an environment appealing to pedestrians and reducing the visual impact of parking areas. A

mixture of residential and commercial uses is typical in a traditional urban form, with buildings addressing the street. Furthermore, the CS zoning district represents a manifestation of the City Neighborhood Area designation and its guiding policies to encourage a wide spectrum of uses developed in a compatible and walkable manner.

As a part of the Wedington Corridor Neighborhood Plan, a redefining of the street into a parkway was envisioned. This includes complete, compact neighborhoods and the implementation of form-based zoning districts to create a walkable neighborhood core centered on Wedington and Ruppel. The CS zoning district represents a step toward implementing this goal by allowing both increased density and a mixture of uses at this location.

**DISCUSSION:**

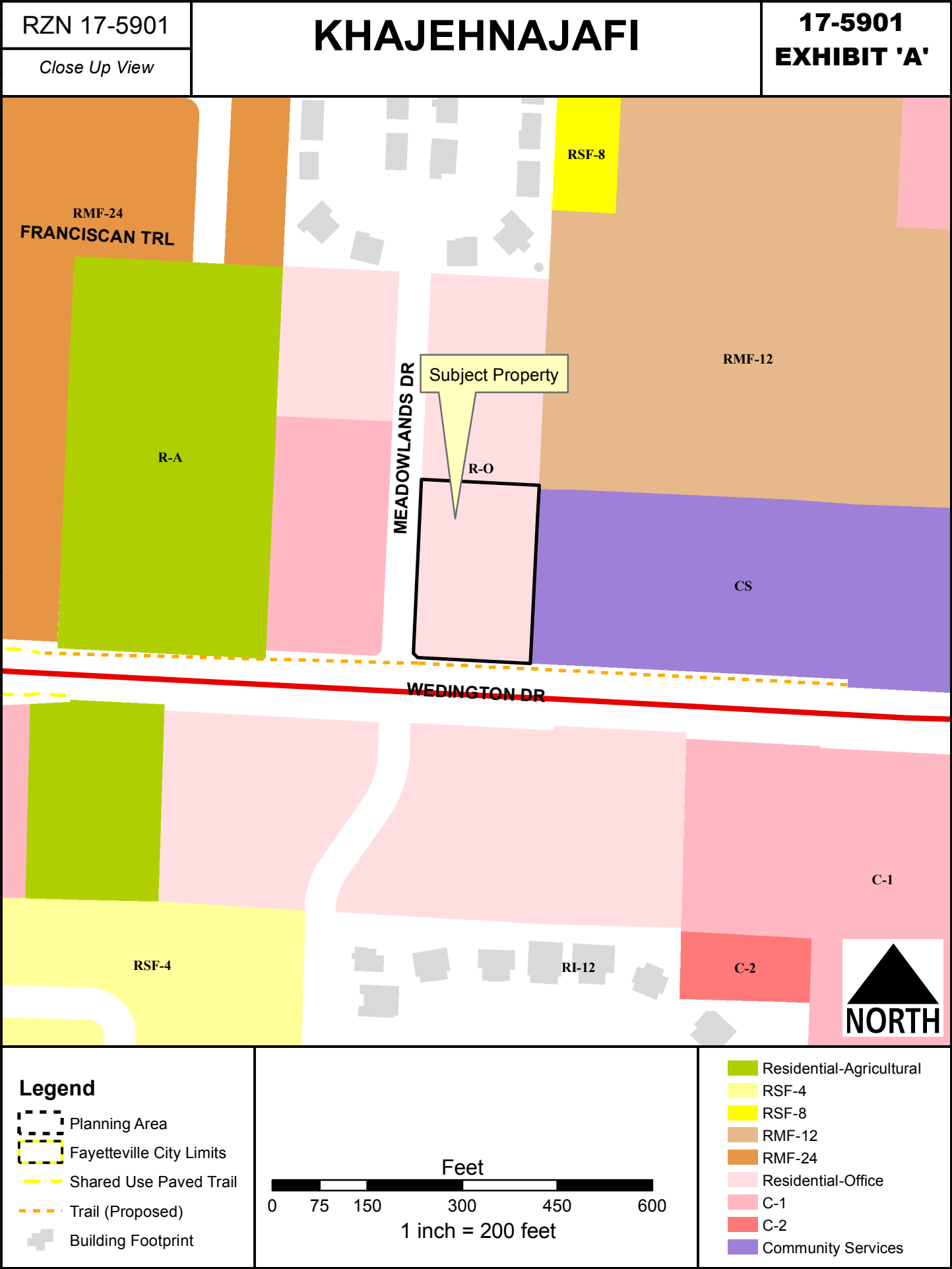
On September 11, 2017, the Planning Commission denied the applicant's request to rezone the property to C-2, Thoroughfare Commercial. The applicant has appealed the Planning Commission's decision to the City Council. The applicant has amended their request and now propose to rezone the property to CS, Community Services, as shown in the attached Exhibits 'A' and 'B'. Staff recommends in favor of the amended request.

**BUDGET/STAFF IMPACT:**

N/A

**Attachments:**

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report





**17-5901**  
**EXHIBIT 'B'**

As Surveyed Description:

SUBJECT PROPERTY - AS SURVEYED DESCRIPTION

TRACT "C" SURVEY PLAT DOCUMENT #2008-00004140:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12,  
TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, FAYETTEVILLE, ARKANSAS,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A FOUND RAILROAD SPIKE AND RUNNING, THENCE NORTH 87°08'38" WEST 894.00 FEET, THENCE SOUTH 02°48'33" WEST 660.82 FEET TO A FOUND 1/2" REBAR, THENCE SOUTH 02°48'33" WEST 324.63 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND 1/2" REBAR, AND RUNNING, THENCE SOUTH 02°45'36" WEST 281.79 FEET TO A FOUND 1/2" REBAR, THENCE NORTH 87°00'19" WEST 178.30 FEET TO A SET 1/2" REBAR, THENCE NORTH 42°23'12" WEST 9.72 FEET TO A POINT OF THE EAST RIGHT-OF-WAY LINE OF NORTH MEADOWLANDS DRIVE, SAID POINT BEING SET 1/2" REBAR, THENCE ALONG SAID RIGHT-OF-WAY NORTH 02°37'53" EAST 274.84 FEET TO A SET 1/2" REBAR, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 87°02'39" EAST A DISTANCE OF 185.81 FEET TO THE POINT OF BEGINNING. CONTAINING 1.199 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:

5901

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

400

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:

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail:

\_\_\_\_\_

\_\_\_\_\_

Phone:

( ) \_\_\_\_\_

( ) \_\_\_\_\_

Fax:

( ) \_\_\_\_\_

***Representative (engineer, surveyor, realtor, etc.):***

Name: Blew & Associates

William Gagner

Address: 524 W. Sycamore Street, Ste. 4

Fayetteville, AR 72703

E-mail: bill@blewinc.com

\_\_\_\_\_

Phone:

( 479 ) 443-4506

( ) \_\_\_\_\_

Fax:

( 479 ) 582-1883

\_\_\_\_\_

Site Address / Location: 1100 N. Meadowlands Drive / Location: Northeast corner of N. Meadowlands Dr. and W. Wedington Drive/Arkansas Highway 16

Current Zoning District: R-0

Requested Zoning District: C-2

Assessor's Parcel Number(s) for subject property: 765-16237-011

***FINANCIAL INTERESTS***

The following entities and / or people have financial interest in this project:

Khajehnajaf, Shahryar & Tabatabai, Zhila 2004 Trust

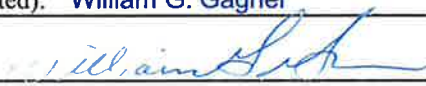
O'Reilly Automotive Stores, Inc.

\_\_\_\_\_

**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 G. Gagner

Date: 08/02/2017

Signature: 

**PROPERTY OWNER(S) / AUTHORIZED AGENT:** I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

**Property Owners of Record (attach additional info if necessary):**

Name (printed): \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

( ) \_\_\_\_\_

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](http://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.

- (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.
- (6) The applicant is responsible for meeting the public notification requirements for a Rezoning listed on the Notification Requirements pages in this application.

**Notice:** Resources including current zoning regulations, City Plan 2030, Future Land Use Plan, Master Street Plan and Zoning maps are available for review on our website, [www.accessfayetteville.org](http://www.accessfayetteville.org) and in the Planning Office.

***All applicants should meet with a staff Planner prior to completing a Rezoning application.***



## PLANNING COMMISSION MEMO

**TO:** City of Fayetteville Planning Commission

**THRU:** Andrew Garner, City Planning Director

**FROM:** Jonathan Curth, Senior Planner

**MEETING DATE:** September 11, 2017 **(Updated with Planning Commission Results)**

**SUBJECT:** **RZN 17-5901: Rezone (1100 N. MEADOWLANDS DR./KHAJEHNAJAFI, 400):** Submitted by BLEW & ASSOCIATES, INC. for property at 1100 N. MEADOWLANDS DR. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 1.20 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.

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### RECOMMENDATION:

Staff recommends denial of **RZN 17-5901** based on the findings discussed throughout this report.

### BACKGROUND:

The proposed rezoning request is for a 1.20 acre portion of a larger 2.4 acre property on the northeast corner of Wedington Drive/Highway 16 and Meadowlands Drive. The property is currently undeveloped and devoid of any significant vegetation. Following annexation in to the City in 1982, the property was zoned A-1, Agricultural, before a subsequent rezoning to R-O. 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                                               | RI-12, Residential Intermediate, 12 Units per Acre                             |
| South     | Undeveloped                                                             | R-O, Residential Office                                                        |
| East      | Single- & Multi-Family Residential (Under Construction);<br>Undeveloped | RMF-12, Residential Multi-family, 12 Units per Acre;<br>CS, Community Services |
| West      | Offices;<br>Westwood Gardens Plant Nursery                              | R-O, Residential Office;<br>C-1 Neighborhood Commercial                        |

**Request:** The request is to rezone the property from R-O, Residential Office, to C-2, Thoroughfare Commercial for future development.

**Public Comment:** Staff has not received public comment regarding this request.

## INFRASTRUCTURE:

- Streets:** The subject property has direct access to Wedington Drive/Highway 16 and Meadowlands Drive. Both streets are fully improved with Wedington Drive classified as a Principle Arterial and Meadowlands classified as a Local Street by the Master Street Plan. Additional future access may be possible by way of a stub street being constructed in association with the Ruppel Meadows subdivision to the northeast. Any development improvements required in these areas would be determined at the time of development.
- Water:** Public water is available to the site. There is an existing 8-inch water main along the north side of the subject property within a utility easement.
- Sewer:** Public sewer is available to the site. There is an existing 8-inch sewer main along the west and south sides of this property within utility easements.
- Drainage:** Any additional improvements or requirements for drainage would be determined at the time of development. No portion of this property lies within the FEMA-designated 100-yr floodplain or the Hillside-Hilltop Overlay District (HHOD).
- Fire:** The Fire Department did not express any concerns with the request.
- Police:** The Police Department did not express any concerns with 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**.*

**City Neighborhood 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.

## 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:*** Although some commercial uses may be generally compatible with the subject property, the intensity and breadth of uses within the requested C-2 zoning district are not appropriate or compatible at this location. At this location on the Wedington Drive corridor the densities and intensities of uses have begun to lessen as the land uses segue from the commercial node and an highway interchange to the east to large lot residential and agricultural uses to the west. Despite the immediate area containing a range of development types, ranging from offices and a plant nursery to single-family and attached residential dwellings, these uses are of a lower intensity that is appropriate for the intersection of a local and arterial street.

***Land Use Plan Analysis:*** The proposed zoning is incompatible with the Future Land Use Map (FLUM), which designates the subject and surrounding properties as City Neighborhood Area. One of the primary goals of City Plan

2030 is for zoning decisions to be made that help create complete neighborhoods and make traditional town form the standard. A complete neighborhood should provide a mix of uses and housing types where residents can live, work, and play all in the same neighborhood. This policy is embedded in the description of City Neighborhood Areas by supporting a variety of uses and residential densities, particularly along corridors, like Wedington Drive. The proposed rezoning to C-2 on the subject property does not address this goal, as the zoning district limits development opportunities to non-residential uses in a suburban pattern. The C-2 zoning district allows for auto-oriented developments that discourage walkability and greater dependence on vehicles for transportation.

The proposed rezoning also fails to address City Plan 2030's discouragement of suburban sprawl. While development under either the existing or proposed zoning districts may reduce the need to extend water and sewer service, or stretch existing fire and police department resources, a rezoning of the subject property to C-2 zoning district is tacit acceptance that the intersection of Wedington and Meadowlands may become new node of westward development in a suburban development pattern.

Lastly, the proposed rezoning is not compatible with the Wedington Corridor Neighborhood Plan. This plan calls for a redefining of Wedington Drive as a parkway with complete, compact, and connected neighborhoods. Along with the subject property, the Plan recommends that the implementation of form-based zoning changes be made to remove the existing suburban, single-use zoning districts and create a walkable neighborhood core centered on Wedington and Ruppel. An idealization of this can be found in the Wedington Corridor Illustrative Master Plan which shows the subject property developed with a building on the corner addressing the street.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff finds that the proposed zoning is not justified or needed to accommodate development of the property in accordance with the goals outlined in the city's comprehensive or neighborhood plans. The proposed zoning district does not encourage development in a traditional town form and is intended to provide retail goods and services to highway travelers rather than for persons living in the surrounding residential areas. At this location, the C-2 zoning district will not act as a connection between lower- and greater-density areas, as would be appropriate given the future land use map, but may act as a new node that encourages further suburban sprawl. Further, the property could reasonably be utilized under the existing R-O zoning, which is a low-intensity, mixed-use zoning that allows a transition from busier commercial areas to the east to residential neighborhoods in the immediate vicinity.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** The site has access to both Wedington Drive, an improved Principal Arterial and state highway, and Meadowlands Drive, a partially-improved Local Street. Given the permitted uses under the proposed C-2 zoning district, an increase in traffic is possible when compared to the existing R-O zoning. While the R-O zoning district does permit residential uses, the C-2 allows a wide range of non-residential uses of varying scale and intensity. Any proposed development would be required to comply with the City's access management ordinance, including its provisions to design safe vehicular and pedestrian interactions.

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:** Given the lack of permitted residential uses in the C-2 zoning district, it is unlikely that development under the requested rezoning will adversely increase population densities, nor is it likely to create an undesirable load on other public services. That said, the intensity of non-residential development under the C-2 zoning district is much greater than under the existing R-O zoning district, and some non-residential uses can have greater impacts on City facilities than residential uses. The Police and Fire Departments have expressed no objections to the proposal.

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 denial of **RZN 17-5901** based on the findings discussed throughout this report.



|                                          |                                   |                                    |                                            |          |            |
|------------------------------------------|-----------------------------------|------------------------------------|--------------------------------------------|----------|------------|
| <b>PLANNING COMMISSION ACTION:</b>       |                                   |                                    |                                            | Required | <u>YES</u> |
| Date: <u>September 11, 2017</u>          | <input type="checkbox"/> Tabled   | <input type="checkbox"/> Forwarded | <input checked="" type="checkbox"/> Denied |          |            |
| Motion: Scroggin                         |                                   |                                    |                                            |          |            |
| Second: Belden                           |                                   |                                    |                                            |          |            |
| Vote: 6-0-0                              |                                   |                                    |                                            |          |            |
| <b>CITY COUNCIL ACTION:</b>              |                                   |                                    |                                            | Required | <u>YES</u> |
| Not applicable unless appealed           |                                   |                                    |                                            |          |            |
| Date: <u>October 3, 2017 (Tentative)</u> | <input type="checkbox"/> Approved |                                    | <input type="checkbox"/> Denied            |          |            |

**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- Unified Development Code:
  - o §161.20, R-O, Residential Office
  - o §161.23, C-2, Thoroughfare Commercial
- Request Letter
- Rezone Exhibit
- Wedington Corridor Neighborhood Plan Illustrative Map
- 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)

### 161.23 - District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                                      |
|---------|------------------------------------------------------|
| Unit 1  | City-wide uses by right                              |
| Unit 4  | Cultural and recreational facilities                 |
| Unit 5  | Government Facilities                                |
| Unit 13 | Eating places                                        |
| Unit 14 | Hotel, motel, and amusement facilities               |
| Unit 16 | Shopping goods                                       |
| Unit 17 | Transportation trades and services                   |
| Unit 18 | Gasoline service stations and drive-in/drive through |
| Unit 19 | Commercial recreation, small sites                   |
| Unit 20 | Commercial recreation, large sites                   |
| Unit 25 | Offices, studios, and related services               |
| Unit 33 | Adult live entertainment club or bar                 |
| Unit 34 | Liquor store                                         |
| Unit 44 | Cluster Housing Development                          |
| Unit 45 | Small scale production                               |

(2) *Conditional Uses.*

|         |                                            |
|---------|--------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit   |
| Unit 3  | Public protection and utility facilities   |
| Unit 21 | Warehousing and wholesale                  |
| Unit 28 | Center for collecting recyclable materials |
| Unit 29 | Dance Halls                                |
| Unit 32 | Sexually oriented business                 |
| Unit 35 | Outdoor music establishments               |
| Unit 36 | Wireless communications facilities         |
| Unit 38 | Mini-storage units                         |
| Unit 40 | Sidewalk Cafes                             |
| Unit 42 | Clean technologies                         |
| Unit 43 | Animal boarding and training               |

(C) *Density*. None.

(D) *Bulk and Area Regulations*. None.

(E) *Setback Regulations*.

|                                                                        |         |
|------------------------------------------------------------------------|---------|
| Front                                                                  | 15 feet |
| Front, if parking is allowed between the right-of-way and the building | 50 feet |
| Side                                                                   | None    |
| Side, when contiguous to a residential district                        | 15 feet |
| Rear                                                                   | 20 feet |

(F) *Building Height Regulations*.

|                         |          |
|-------------------------|----------|
| Building Height Maximum | 75 feet* |
|-------------------------|----------|

\*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a 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 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; 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, 1-17-17)

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

**RZN 17-5907**

**Request  
Letter**

July 31, 2017

Attn: Development Services  
City of Fayetteville  
113 W. Mountain Street  
Fayetteville, AR 72701



SUBJECT: Rezoning Application – Parcel 765-16237-011

To Whom It May Concern:

Please accept this letter and the attached documents to serve as our application for the above referenced submittal to rezone a portion of Parcel 765-16237-011 located at 1100 N. Meadowlands in Fayetteville.

- A. The current owner of the tract is Khajehnajafi, Shahryar & Zhila tabatabai 2004 Trust. The site currently consists of approximately 2.53 acres.
- B. Our client is of purchasing approximately 1.199 acres of the tract and is requesting approval to rezone the site from R-O (Residential Office) to **U-T (Urban Thorough-fare) or C-2**.
- C. The property to the north is zoned R-O (vacant land), to the east is RMF-12 (Multi-family residential development) and CS (vacant land), to the south across W. Wedington Drive is R-O (vacant land) and to the west across N. Meadowlands Drive is zoned C-1 (Farm Bureau Office). We feel that rezoning this property for our clients' proposed use is compatible with the surrounding zones.
- D. There is an 8-inch sewer main that runs along W. Wedington Drive and along N. Meadowlands Drive. An 8-inch water main runs along the north property line of our site.
- E. We feel the requested zoning is in line with the goals of the City Plan 2030 for rezoning and will cater to the growing community.
- F. We are requesting the change in zoning to allow for our clients' proposed use for an automotive retail store.
- G. This development will not adversely affect the existing or proposed streets in the area.
- H. The potential to increase the population density in this area would not adversely affect services as a result of this rezoning.
- I. **Need to answer: Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.**

Sincerely,

William G. Gagner  
Blew & Associates, PA

LSD 17-5907

# Rezone Exhibit

## ZONING AND SETBACKS:

ZONING: RESIDENTIAL, OFFICE (R-0) PER CITY OF FAYETTEVILLE ZONING ORDINANCE OBTAINED FROM CITY OF FAYETTEVILLE GIS, AND MUNICIPAL; ALSO PER PLAT BY R-0 & ASSOCIATES DATED 11/30/2006.

FAYETTEVILLE CITY ORDINANCE SETBACKS REGULATIONS:  
FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN THE R/W AND THE BUILDING  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

50 FEET IF PARKING IS ALLOWED BETWEEN BUILDING AND R/W  
15 FEET IN THE HILLSIDE OVERLAY DISTRICT

FRONT: 15 FEET  
SIDE: 15 FEET  
REAR: 15 FEET

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## GENERAL NOTES:

1. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. BEARINGS ARE REFERRED TO AN ASSIGNED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

2. AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH WORK, BUILDING CONSTRUCTION, OR BUILDING ADJACENT WITHIN RECENT MONTHS.

3. AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, PUMP, OR SANITARY LANDFILL.

4. AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY.

5. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITONING (USER SERVICE) FOR POST PROCESSING (WAD 1984 DATUM).

6. THE NEAREST INTERSECTION OF N MEADOWLANDS DR. AND W WEDINGTON DR. (ARKANSAS HWY 16), IS APPROXIMATELY 64' FROM THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY. BOTH N MEADOWLANDS DR. AND W WEDINGTON DR. ARE WITHIN THE CITY LIMITS OF FAYETTEVILLE, ARKANSAS.

7. PER PHONE CALL WITH PAUL OF THE FAYETTEVILLE PLANNING DEPARTMENT, N MEADOWLANDS DR. IS A LOCAL ROAD AND WILL NOT BE IMPROVED.

8. PER PHONE CALL WITH MICHAEL HENRY OF THE ARKANSAS HIGHWAY DEPARTMENT, THERE ARE NO PLANNED ROAD IMPROVEMENTS FOR WEDINGTON ROAD.

9. GRAPHIC PLOTTING OF THE INFORMATION SHOWN ON FLOOD INSURANCE RATE MAP NO.05130205F, DATED 05/16/2006, INDICATES THAT THE PROPERTY SHOWN HEREON LIES WITHIN ZONE "X" AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

10. PER PHONE CALL WITH SCOTT STOKES POINT OF CONTACT AT BLACK HILLS ENERGY, THERE ARE TWO GAS LINES RUNNING PARALLEL WITH THE SOUTH PROPERTY LINE. ONE BEING A 3" PLASTIC GAS LINE, AND ONE BEING A 4" STEEL HIGH PRESSURE GAS LINE. PIPE DEPTH IS UNKNOWN. THERE IS NO WAY EASEMENT OF RECORD.

11. CONTACT SCOTT STOKES BLACKHILLS ENERGY PHONE NUMBER: (479-575-1424) DATE OF CALL: 07/14/2017 AT 3:48PM.

12. NEAREST FIRE HYDRANT SHOWN HEREON AND IS LOCATED APPROXIMATELY 13.5' FROM THE NORTHEAST CORNER OF SUBJECT PROPERTY.

13. PER FAYETTEVILLE UTILITIES GIS, AN 8" PVC WATER MAIN RUNS WEST TO EAST ACROSS THE NORTH SIDE OF SUBJECT PROPERTY.

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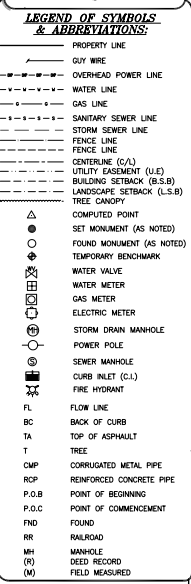
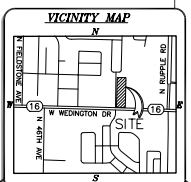
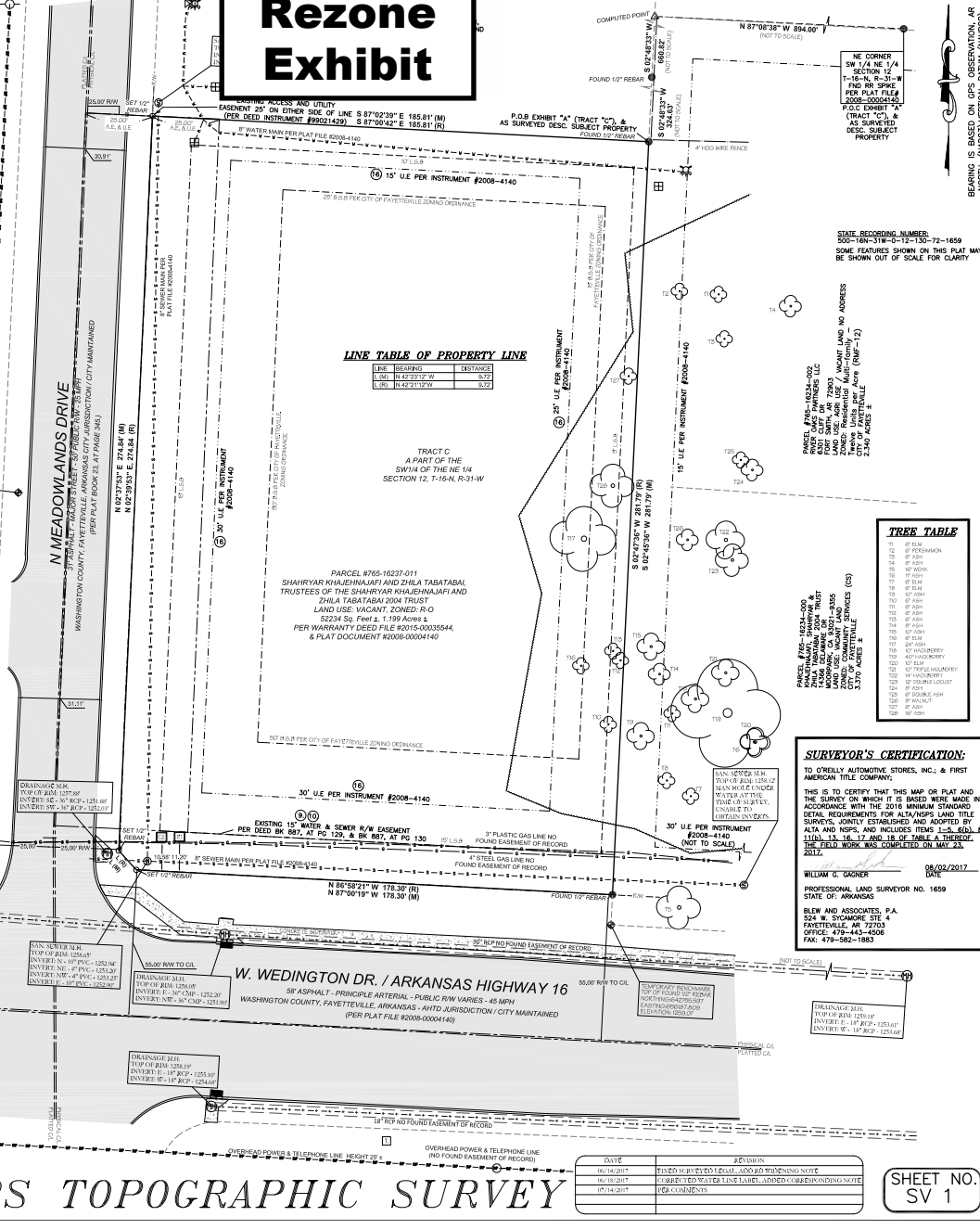
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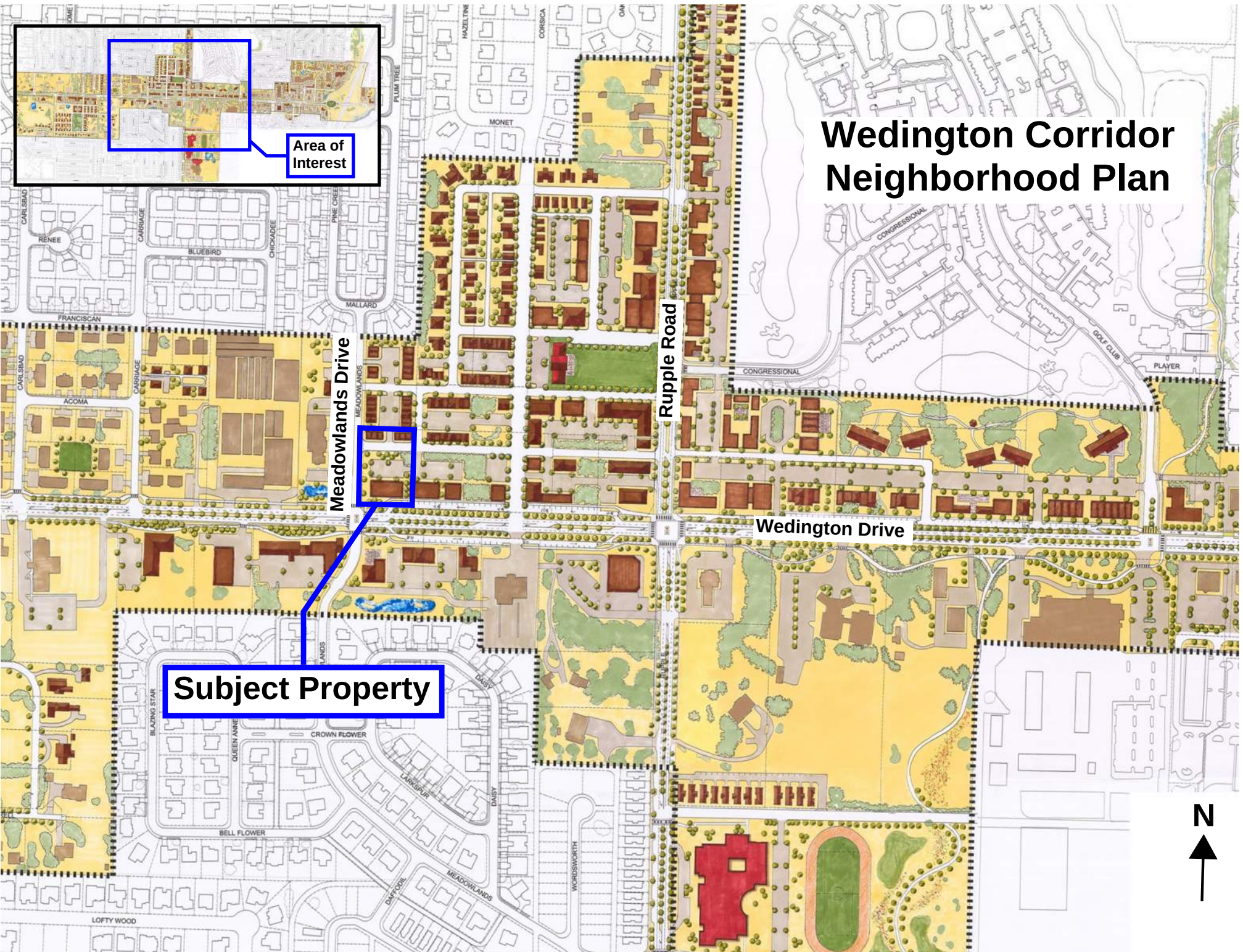


# ALTA / NSPS TOPOGRAPHIC SURVEY

SHEET NO. SV 1



# Wedington Corridor Neighborhood Plan

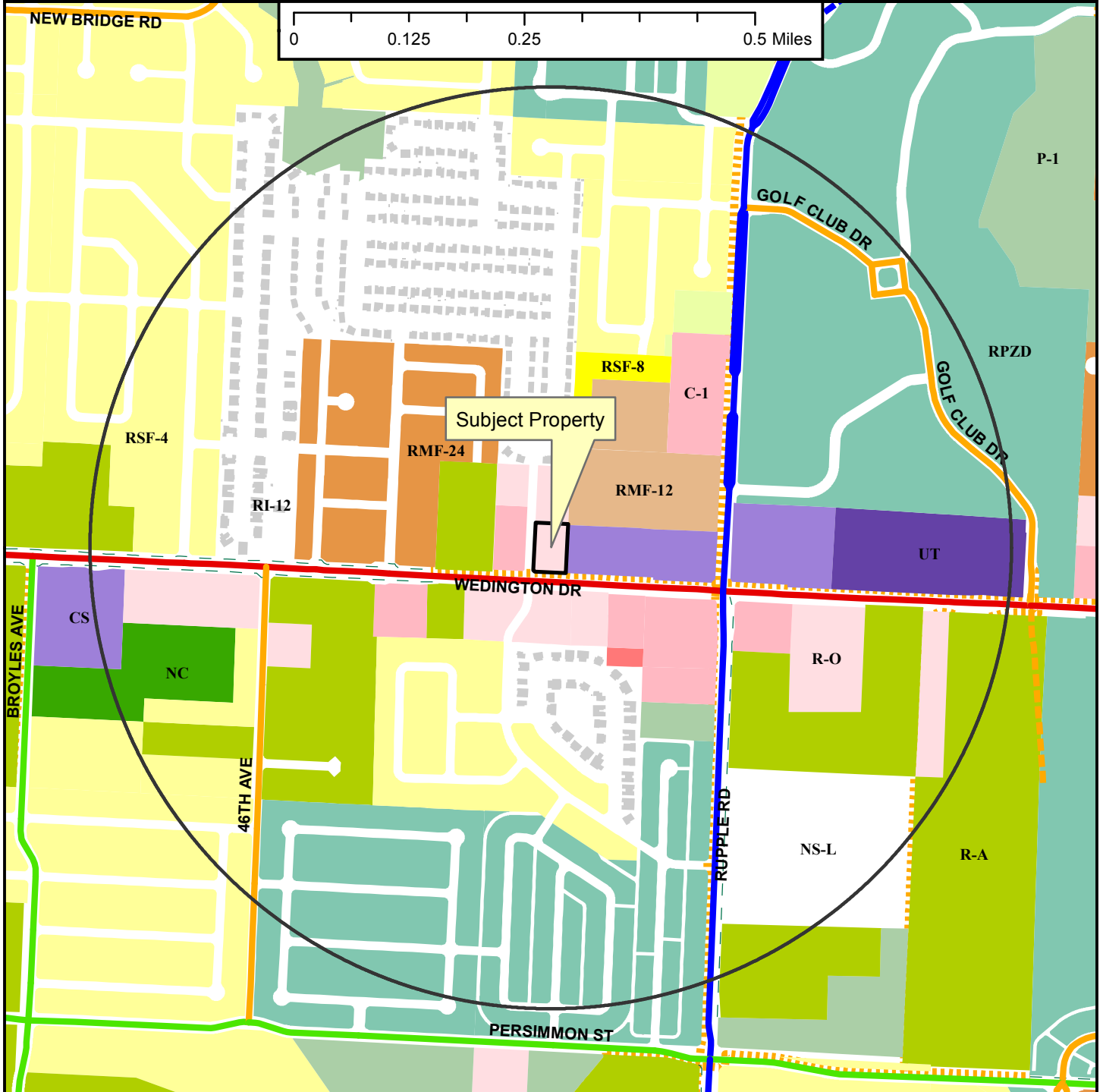
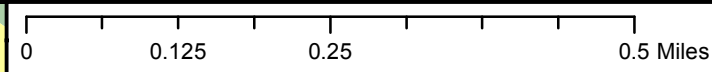




RZN 17-5901

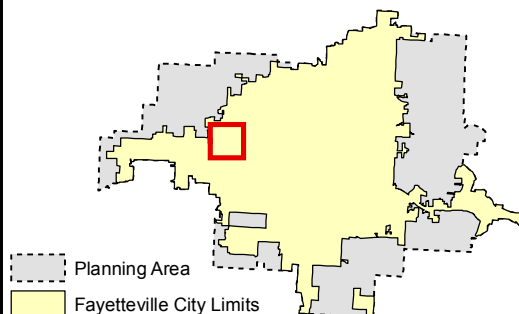
One Mile View

# KHAJEHNAJAFI



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

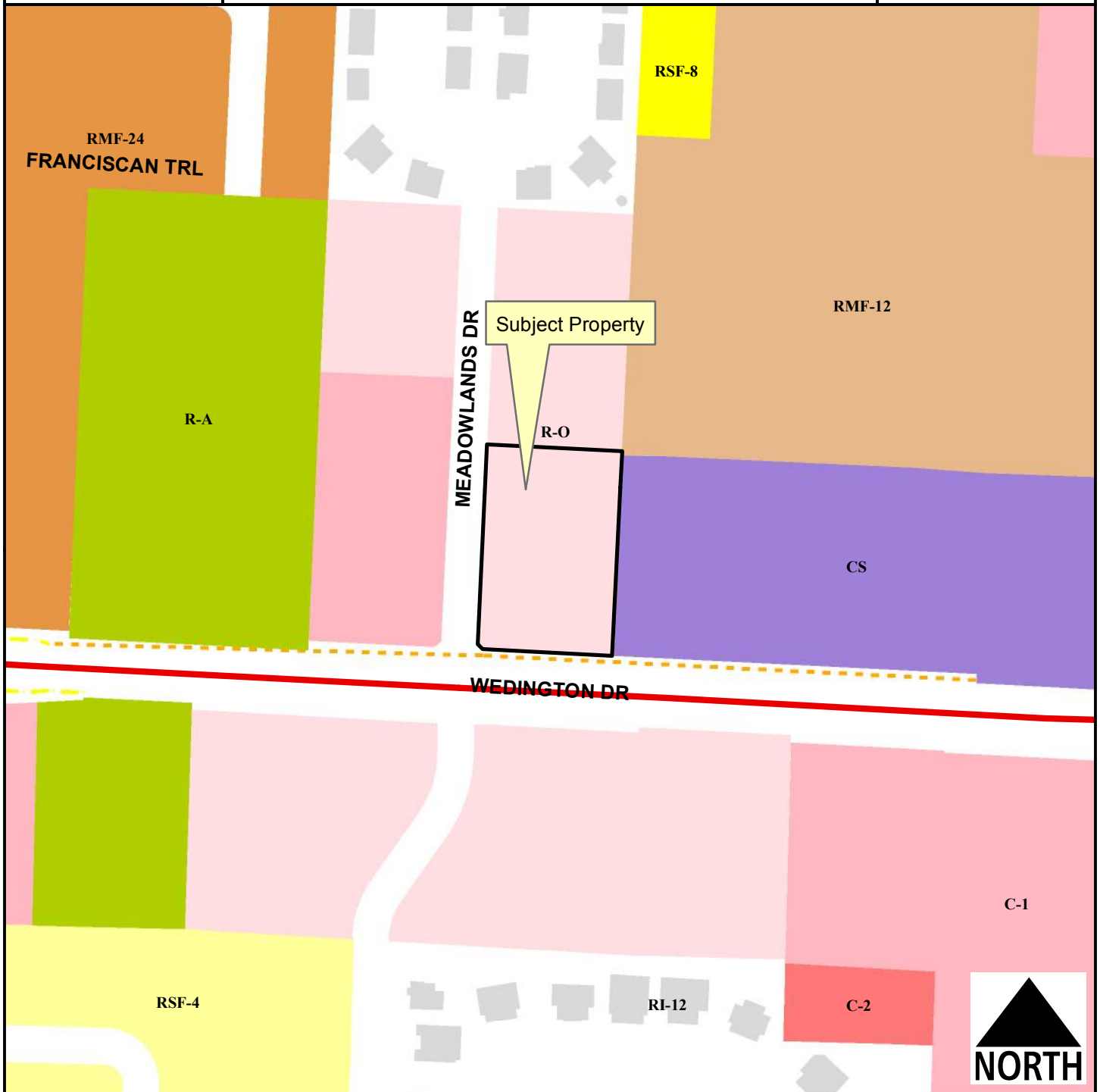


- |                                           |                                     |
|-------------------------------------------|-------------------------------------|
| <b>Zoning</b>                             | <b>EXTRACTION</b>                   |
| <b>RESIDENTIAL SINGLE-FAMILY</b>          | E-1                                 |
| Residential-Agricultural                  | <b>COMMERCIAL</b>                   |
| RSF-1                                     | Residential-Office                  |
| RSF-2                                     | C-1                                 |
| RSF-4                                     | C-2                                 |
| RSF-7                                     | C-3                                 |
| RSF-8                                     | <b>FORM BASED DISTRICTS</b>         |
| RSF-18                                    | Downtown Core                       |
| <b>RESIDENTIAL MULTI-FAMILY</b>           | Urban Thoroughfare                  |
| RT-12 Residential Two and Three-family    | Main Street Center                  |
| RMF-6                                     | Downtown General                    |
| RMF-12                                    | Community Services                  |
| RMF-18                                    | Neighborhood Services               |
| RMF-24                                    | Neighborhood Conservation           |
| RMF-40                                    | <b>PLANNED ZONING DISTRICTS</b>     |
| <b>INDUSTRIAL</b>                         | Commercial, Industrial, Residential |
| I-1 Heavy Commercial and Light Industrial | <b>INSTITUTIONAL</b>                |
| I-2 General Industrial                    | P-1                                 |

RZN 17-5901

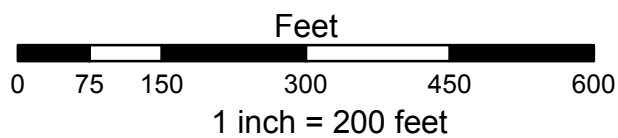
# KHAJEHNAJAFI

Close Up View



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-4
- RSF-8
- RMF-12
- RMF-24
- Residential-Office
- C-1
- C-2
- Community Services



RZN 17-5901

Current Land Use

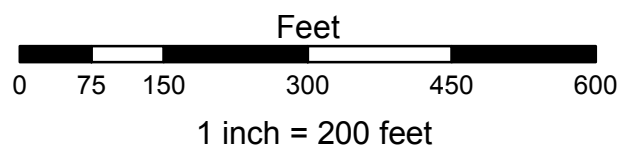
# KHAJEHNAJAFI



- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

**Streets Existing**  
**MSP Class**

PRINCIPAL ARTERIAL



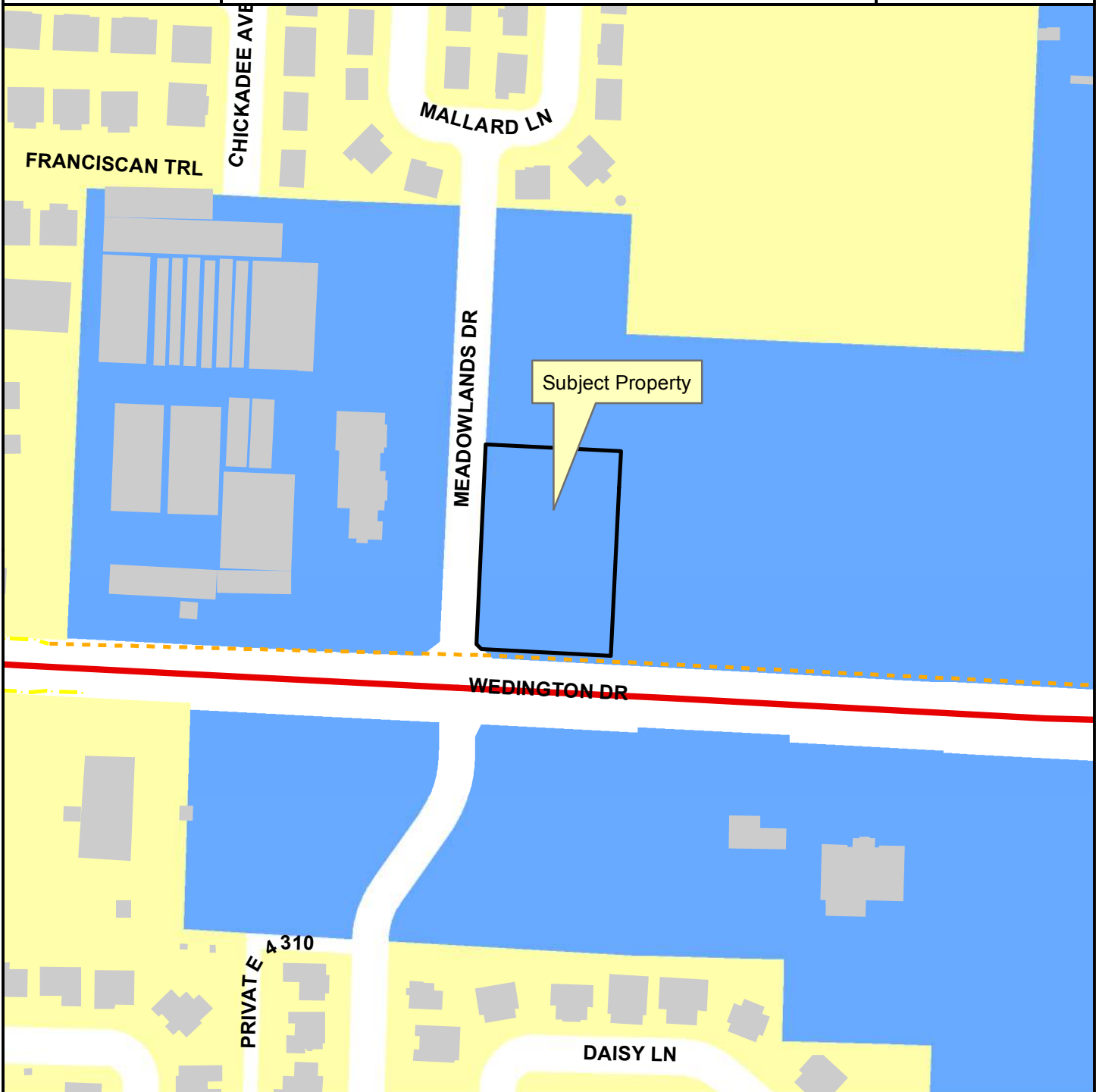
## FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 17-5901

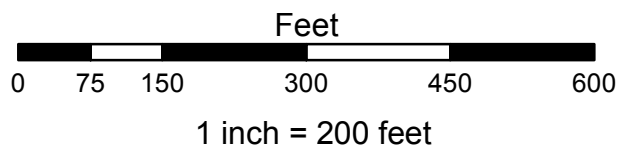
Future Land Use

# KHAJEHNAJAFI



## Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



## FUTURE LAND USE 2030

- Residential Neighborhood Area
- City Neighborhood Area





# City of Fayetteville, Arkansas

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

## Text File

**File Number: 2017-0515**

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**Agenda Date:** 10/17/2017

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Meeting

**File Type:** Presentation

**Agenda Number:** D. 1

AGENDA SESSION PRESENTATION - ENERGY ACTION PLAN UPDATE

*Agenda Session 10/10/17*

## **City of Fayetteville, Arkansas**

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



### **Meeting Agenda - Tentative Agenda**

**Tuesday, October 10, 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:

## Agenda Additions

*Propose to remove from the table Legislator # 2017-0528  
Arkansas Department of Aeronautics*

## A. Consent:

A.1 2016-0585

APPROVAL OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING MINUTES.

A.2 2017-0565STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER  
SOFTWARE PURCHASE:

A RESOLUTION TO APPROVE THE PURCHASE OF SOFTWARE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH APRIL 7, 2018, AND ANY FUTURE RENEWAL PERIODS

Attachments: STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE PURCHASE

A.3 2017-0567STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING  
AGREEMENT:

A RESOLUTION TO APPROVE THE PURCHASE OF COMPUTERS ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH MARCH 31, 2020, AND ANY FUTURE RENEWAL PERIODS

Attachments: STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT



A✓4 2017-0571**NEOGOV, INC. AMENDMENT:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

Attachments: NEOGOV, INC. AMENDMENT  
NEOGOV 2010 Agreement  
NEOGOV 2013 Agreement

A✓5 2017-0494**2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$122,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT  
BA 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

A✓6 2017-0531**FAYETTEVILLE POLICE DEPARTMENT DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$17,300.00 REPRESENTING DONATIONS RECEIVED BY THE FAYETTEVILLE POLICE DEPARTMENT AND A CONTRIBUTION FROM THE WASHINGTON COUNTY PROSECUTING ATTORNEY TO THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR SUPPORT OF RURAL OFFICER EXPENSES

Attachments: FAYETTEVILLE POLICE DEPARTMENT DONATIONS  
BA FAYETTEVILLE POLICE DEPARTMENT DONATIONS

A. 7      2017-0572

**XYBIX SYSTEMS, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF DISPATCH FURNITURE FOR THE CENTRAL DISPATCH CENTER FROM XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$133,889.24 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT

Attachments:      XYBIX SYSTEMS, INC

A. 8      2017-0486

**FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,454.00 TO ALLOW FOR THE COMPLETION OF RESTROOM FACILITIES, STORAGE SPACE AND AN OPEN CLASSROOM SPACE AT THE FIRE DEPARTMENT TRAINING GROUNDS

Attachments:      FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT  
                         BA FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT

A. 9      2017-0575

**ENERGY ASSESSMENT TASK ORDER 08:**

A RESOLUTION TO APPROVE TASK ORDER NO. 8 WITH GARVER, LLC IN THE AMOUNT OF \$27,600.00 TO COMPLETE AN ENERGY ASSESSMENT FOR THE TERMINAL BUILDING, TERMINAL PARKING LOT, AND AIRFIELD ELECTRICAL VAULT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:      ENERGY ASSESSMENT TASK ORDER 08  
                         BA ENERGY ASSESSMENT TASK ORDER 08

A.10 2017-0535**WATER & SEWER OUTBUILDINGS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

Attachments:      WATER & SEWER OUTBUILDINGS CONSTRUCTION  
                         BA WATER & SEWER OUTBUILDINGS CONSTRUCTION

A.11 2017-0553**OZARKS ELECTRIC UTILITY EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF AN ELECTRICAL DISTRIBUTION LINE EASEMENT TO OZARKS ELECTRIC COOPERATIVE CORPORATION ACROSS A PORTION OF BRYCE DAVIS PARK TO SUPPLY ELECTRICITY FOR LIGHTS AT IAMS DOG PARK

Attachments:      OZARKS ELECTRIC UTILITY EASEMENT

**B. Unfinished Business:**B.1 2017-0483**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments:      APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting. At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.*

B. 2 2017-0532

**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

*At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*

B. 3 2017-0508

**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting.*

**C. New Business:**

C. 1 2017-0564

**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

Attachments: RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES)

C.2 2017-0556

**2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES:**

AN ORDINANCE TO ENACT § 173.12 SPECIFICATIONS FOR WATER AND SEWER LINES IN CHAPTER 173 BUILDING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE

Attachments: 2017 WS STANDARD SPECIFICATIONS

C.3 2017-0569

**INVERITAS RESEARCH & CONSULTING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH INVERITAS RESEARCH & CONSULTING, LLC IN THE AMOUNT OF \$3,500.00 TO CONDUCT A WORKSHOP FOR THE CITY MANAGEMENT TEAM TO DEVELOP AN IMPLEMENTATION PLAN BASED ON THE INVERITAS STRATEGIC PLANNING FINAL REPORT SUBMITTED TO THE CITY COUNCIL AFTER THEIR SPRING WORKSHOP

Attachments: INVERITAS RESEARCH & CONSULTING, LLC  
BA INVERITAS RESEARCH & CONSULTING, LLC

C.4 2017-0559

**APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5901 FOR APPROXIMATELY 1.20 ACRES LOCATED AT 1100 NORTH MEADOWLANDS DRIVE FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

Attachments: APPEAL RZN 17-5901: (1100 N. MEADOWLANDS/KHAJEHNAJAFI)

**D. City Council Agenda Session Presentations:**

D.1 2017-0515

AGENDA SESSION PRESENTATION - ENERGY ACTION PLAN UPDATE

**E. City Council Tour:**

**F. Announcements:**

**G. Adjournment**

**NOTICE TO MEMBERS OF THE AUDIENCE**

*The Agenda Meeting 10-4-17*

## **City of Fayetteville, Arkansas**

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



### **Meeting Agenda - Tentative Agenda**

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*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:****Agenda Additions****A. Consent:**

AV1 2016-0585

AV2 APPROVAL OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING MINUTES.  
2017-0565

**STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER  
SOFTWARE PURCHASE:**

A RESOLUTION TO APPROVE THE PURCHASE OF SOFTWARE ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH APRIL 7, 2018, AND ANY FUTURE RENEWAL PERIODS

AV3 Attachments: STATE OF ARKANSAS COOPERATIVE PROCUREMENT COMPUTER SOFTWARE  
2017-0567

**STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE  
PURCHASING AGREEMENT:**

A RESOLUTION TO APPROVE THE PURCHASE OF COMPUTERS ON AN AS-NEEDED BASIS FROM VARIOUS VENDORS PURSUANT TO A NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT THROUGH MARCH 31, 2020, AND ANY FUTURE RENEWAL PERIODS

Attachments: STATE PROCUREMENT OFFICIALS VALUEPOINT COOPERATIVE PURCHASING AGREEMENT



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✓ **AV4**     2017-0571

**NEOGOV, INC. AMENDMENT:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

Attachments:     NEOGOV, INC. AMENDMENT  
                         NEOGOV 2010 Agreement  
                         NEOGOV 2013 Agreement

✓ **AV5**     2017-0494

**2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$122,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:     2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT  
                         BA\_2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

✓ **AV6**     2017-0531

**FAYETTEVILLE POLICE DEPARTMENT DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$17,300.00 REPRESENTING DONATIONS RECEIVED BY THE FAYETTEVILLE POLICE DEPARTMENT AND A CONTRIBUTION FROM THE WASHINGTON COUNTY PROSECUTING ATTORNEY TO THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE FOR SUPPORT OF RURAL OFFICER EXPENSES

Attachments:     FAYETTEVILLE POLICE DEPARTMENT DONATIONS  
                         BA\_FAYETTEVILLE POLICE DEPARTMENT DONATIONS

A.7 2017-0572

**XYBIX SYSTEMS, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF DISPATCH FURNITURE FOR THE CENTRAL DISPATCH CENTER FROM XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$133,889.24 PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT

Attachments: XYBIX SYSTEMS, INC

A.8 2017-0486

**FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$92,454.00 TO ALLOW FOR THE COMPLETION OF RESTROOM FACILITIES, STORAGE SPACE AND AN OPEN CLASSROOM SPACE AT THE FIRE DEPARTMENT TRAINING GROUNDS

Attachments: FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT  
BA\_FIRE DEPARTMENT TRAINING GROUNDS BUDGET ADJUSTMENT

A.9 2017-0575

**ENERGY ASSESSMENT TASK ORDER 08:**

Attachments: Task Order 08 Energy Assessment  
BA\_ENERGY ASSESSMENT TASK ORDER 08

A.10 2017-0535

**WATER & SEWER OUTBUILDINGS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,968.00 TO ALLOW FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE WATER & SEWER OUTBUILDINGS CONSTRUCTION

Attachments: WATER & SEWER OUTBUILDINGS CONSTRUCTION  
BA\_WATER & SEWER OUTBUILDINGS CONSTRUCTION

A.11 Ozarks Electric Utility Easement:  
B. Unfinished Business:

**B1** 2017-0483**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION)  
ADDITIONAL APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION)

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting. At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.*

**B2** 2017-0532**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

*At the October 3, 2017 City Council Meeting this ordinance was left on the first reading.*

**B3** 2017-0508**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN

*At the October 3, 2017 City Council Meeting this resolution was tabled to the October 17, 2017 City Council Meeting.*

**C. New Business:**

✓  
C.1 2017-0564

**RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5925 FOR APPROXIMATELY 1.73 ACRES LOCATED AT 820 SOUTH GOVERNMENT AVENUE FROM RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, MSC, MAIN STREET CENTER, AND I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL

✓  
C.2 Attachments: RZN 17-5925: (820 S. GOVERNMENT AVE./BARNES)

✓  
C.2 2017-0556

**2017 STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF  
WATER LINES AND SEWER LINES:**

AN ORDINANCE TO ENACT § 173.12 SPECIFICATIONS FOR WATER AND SEWER LINES IN CHAPTER 173 BUILDING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE

✓  
C.3 Attachments: 2017 WS STANDARD SPECIFICATIONS

✓  
C.3 2017-0569

**INVERITAS RESEARCH & CONSULTING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH INVERITAS RESEARCH & CONSULTING, LLC IN THE AMOUNT OF \$3,500.00 TO CONDUCT A WORKSHOP FOR THE CITY MANAGEMENT TEAM TO DEVELOP AN IMPLEMENTATION PLAN FOR THE CITY'S REVISED STRATEGIC PLAN, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: INVERITAS RESEARCH & CONSULTING, LLC  
BA\_INVERITAS RESEARCH & CONSULTING, LLC

**C. ✓ 2017-0559**

**APPEAL RZN 17-5901 (1100 N. MEADOWLANDS/KHAJEHNAJAFI):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5901 FOR APPROXIMATELY 1.20 ACRES LOCATED AT 1100 NORTH MEADOWLANDS DRIVE FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

Attachments: APPEAL RZN 17-5901: (1100 N. MEADOWLANDS/KHAJEHNAJAFI)

**D. City Council Agenda Session Presentations:**

**DM ✓ 2017-0515**

AGENDA SESSION PRESENTATION - ENERGY ACTION PLAN UPDATE

**E. City Council Tour:**

**F. Announcements:**

**G. Adjournment**

**NOTICE TO MEMBERS OF THE AUDIENCE**

