

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
August 03, 2010**

A meeting of the Fayetteville City Council will be held on August 03, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A & P Commission Appointment of William Lyle

Alderman Cook moved to approve the appointment of William Lyle to the A&P Commission. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Lucas was absent.

A. Consent:

- 1. Third Annual CDBG in the Park Event:** A resolution approving a budget adjustment in the amount of \$200.00 to recognize revenue from the third annual CDBG in the Park Event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 134-10

2. **Bid #10-47 King Electrical Services:** A resolution awarding Bid #10-47 and authorizing a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 135-10

3. **Bid #10-48 Multi-Craft Contractors, Inc.:** A resolution awarding Bid #10-48 and authorizing a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 136-10

4. **RFP #10-09 GovDeals, Inc.:** A resolution awarding RFP #10-09 and authorizing a contract with GovDeals, Inc. of Montgomery, Alabama for the provision of on-line auction services for disposition of surplus or obsolete city property.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 137-10

5. **RFP #10-10 Treadwell Institute:** A resolution awarding RFP #10-10 and approving a contract in an amount not to exceed \$55,000.00 with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 138-10

6. **Arkansas Parks and Tourism Outdoor Recreation Grant:** A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 139-10

7. **Arkansas Transportation Enhancement Program Grant:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of the Town Branch Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 140-10

8. **Arkansas Transportation Enhancement Program Reimbursement:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to complete rehabilitation of the Historic Lafayette Street and Maple Street Overpasses.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 141-10

9. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc. as amended, to act as the City of Fayetteville's benefits broker and advisor.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 142-10

- 10. 2011 Employee Benefit Package:** A resolution approving a 2011 employee benefits package.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 143-10

- 11. Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 144-10

- 12. Underage Drinking Laws Grant:** A resolution authorizing acceptance of an Arkansas Department of Finance and Administration Grant for enforcement of Underage Drinking Laws in the amount of \$32,000.00 and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 145-10

- 13. RFP #10-06 NOVAtime Technology, Inc.:** A resolution approving RFP #10-06 and authorizing a contract with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of 15% for the purchase of an electronic employee time keeping system.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-10

B. Unfinished Business:

- 1. Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5336

- 2. Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at*

the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5337

C. New Business:

1. **ADM 10-3618 (UDC Amendment Use Unit 2 Construction Facility):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapter 162: Use Units to modify the uses within use Unit 2, City-Wide Uses by Conditional Use.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5338

2. **ADM 10-3619 (UDC Amendments: Chapters 151, 161, 162, and 164):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapters 151: Definitions, 161: Zoning Regulations, 162: Use Units, and 164: Supplementary District Regulations for drive-in restaurants and facilities.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5339

3. **Amend Chapter 72 Parking Regulations:** An ordinance amending Chapter 72 Parking Regulations of the Fayetteville City Code by amending Section 72.58(I)(1) to increase the rental rates for parking in certain areas of city parking garages.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5340

4. **Ozark Asset Management Group, Inc.:** A resolution approving a lease agreement with Ozark Asset Management Group, Inc. for the lease of 89 parking spaces on the first level of the Fayetteville Municipal Parking Garage at 25 E. Meadow Street.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-10

5. **Watershed Conservation Resource Center (WCRC):** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework of cooperation to seek funding, conduct stream restoration projects and to work together on nonpoint source related issues.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5341

6. **Amend Ordinance 5311:** An ordinance amending Ordinance No. 5311 to accurately reflect the total contract amount with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park, and to reduce the project contingency.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5342

7. **Street Name Change:** A resolution renaming South California Boulevard to South and West Clinton Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-10

8. **Rename Sidewalks and Trails Task Force:** An ordinance to codify and rename the Sidewalks and Trails Task Force as the Active Transportation Advisory Committee.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5343

Announcements:

Adjournment: 7:25 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

City Council Meeting:

August 3, 2010

Adjourn: 7:25 P.M.

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

8-0

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Petty			
<u>Passed</u> 134-10 Thru 146-10	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

7-0

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

Subject:		Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control			
Motion To:		3rd Read	^{Amend} 169.04 Stabilization practices	Pass	
Motion By:		NO Motion	Petty		
Seconded:		+ to Suspend	Lewis		
B. 1 Unfinished Business <u>Passed</u> 5336	Ferrell	rules.	✓	✓	
	Lucas	Ordinance	Absent	Absent	
	Lewis	was read	✓	✓	
	Gray	in full.	✓	✓	
	Thiel		✓	✓	
	Cook		✓	✓	
	Petty		✓	✓	
	Rhoads		✓	✓	
	Mayor Jordan				

7-0

7-0

Subject:		Amend Chapter 177: Landscape Regulations			
Motion To:		Third Read	Pass		
Motion By:		Thiel			
Seconded:		Cook			
B. 2 Unfinished Business <u>Passed</u> 5337	Ferrell	✓	✓		
	Lucas	Absent	Absent		
	Lewis	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Petty	✓	✓		
	Rhoads	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:		ADM 10-3618 (UDC Amendment Use Unit 2 Construction Facility)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Petty	Gray		
C. 1 New Business <u>Passed</u> 5338	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		ADM 10-3619 (UDC Amendments: Chapters 151, 161, 162, and 164)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Thiel	Thiel		
C. 2 New Business <u>Passed</u> 5339	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Amend Chapter 72 Parking Regulations			
Motion To:					
Motion By:					
Seconded:					
C. 3 New Business <u>passed</u> 5340	Ferrell	✓	✓	✓	
	Lucas	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Ozark Asset Management Group, Inc.			
Motion To:					
Motion By:					
Seconded:					
C. 4 New Business <u>passed</u> 147-10	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				
		7-0			

Subject:		Watershed Conservation Resource Center (WCRC)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Cook	Thiel		
Seconded:		Gray	Lewis		
C. 5 New Business <u>Passed</u> 5341	Ferrell	✓	✓	✓	
	Lucas	absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Amend Ordinance 5311			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Thiel		
Seconded:		Cook	Lewis		
C. 6 New Business <u>passed</u> 5342	Ferrell	absent during the vote.	absent during the vote.	absent during the vote.	
	Lucas	absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		6-0	6-0	6-0	

Subject:		Street Name Change Amend from			
Motion To:		Boulevard to Drive	Pass		
Motion By:		Cook	Thiel		
Seconded:		Thiel	Cook		
C. 7 New Business <u>passed</u> 148-10	Ferrell	✓	✓		
	Lucas	Absent	Absent		
	Lewis	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Petty	✓	✓		
	Rhoads	✓	✓		
Mayor Jordan					

7-0

7-0

Subject:		Rename Sidewalks and Trails Task Force			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Cook	Cook		
Seconded:		Thiel	Petty		
C. 8 New Business <u>passed</u> 5343	Ferrell	✓	✓	✓	
	Lucas	Absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
Mayor Jordan					

7-0

7-0

7-0

Subject: <i>Pedicab Application</i>					
Motion To:		<i>Add to Agenda</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Lewis</i>			
<i>Was not added to the Agenda. Needed Six (6) votes to add.</i>	Ferrell	<i>✓</i>			
	Lucas	<i>Absent</i>			
	Lewis	<i>✓</i>			
	Gray	<i>✓</i>			
	Thiel	<i>NO</i>			
	Cook	<i>NO</i>			
	Petty	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Mayor Jordan				

5-2

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

Subject:		A & P Commission Appointment			
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Ferrell			
<u>Passed</u>	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

7-0

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

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

DATE: **August 4, 2010**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 3, 2010**

1. **CDBG In The Park:** A resolution approving a budget adjustment in the amount of \$200.00 to recognize revenue from the third annual CDBG In The Park event.
2. **Bid #10-47:** A resolution awarding Bid #10-47 and authorizing a contract with King Electrical Services for time and materials related to miscellaneous electrician services.
3. **Bid #10-48:** A resolution awarding Bid #10-48 and authorizing a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.
4. **RFP #10-49:** A resolution awarding RFP #10-09 and authorizing a contract with GOVDEALS, Inc. of Montgomery, Alabama for the provision of on-line auction services for deposition of surplus or obsolete city property.
5. **RFP #10-10:** A resolution awarding RFP #10-10 and approving a contract in an amount not to exceed \$55,000.00 with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund, and approving a budget adjustment.
6. **AR Parks & Tourism Outdoor Recreation Grant:** A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

7. **AR Transportation Enhancement Program Grant:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of the Town Branch Trail.
8. **AR Transportation Enhancement Program Reimbursement:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 Matching Reimbursement Grant for an award of up to \$500,000.00 to complete rehabilitation of the historic LaFayette Street and Maple Street overpasses.
9. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc. as amended, to act as the City of Fayetteville's Benefits Broker and Advisor.
10. **2011 Employee Benefit Package:** A resolution approving a 2011 Employee Benefits Package.
11. **Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.
12. **Underage Drinking Laws Grant:** A resolution authorizing acceptance of an Arkansas Department of Finance and Administration Grant for enforcement of Underage Drinking Laws in the amount of \$32,000.00 and approving a budget adjustment.
13. **RFP #10-06:** A resolution approving RFP #10-06 and authorizing a contract with NovaTime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of 15% for the purchase of an electronic employee timekeeping system.
14. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Chapter 169: **Physical Alteration Of Land** and Chapter 170: **Stormwater Management, Drainage And Erosion Control** of Title XV of the Code Of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of

dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage

15. Amend Chapter 72 Parking Regulations: An ordinance amending Chapter 72 **Parking Regulations** of the Fayetteville City Code by amending §72.58 (I)(1) to increase the rental rates for parking in certain areas of city parking garages.

16. Ozark Asset Management Group, Inc.: A resolution approving a lease agreement with Ozark Asset Management Group, Inc. for the lease of 89 parking spaces on the first level of the Fayetteville Municipal Parking Garage located at 25 E. Meadow Street.

17. Watershed Conservation Resource Center: An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework of cooperation to seek funding, conduct street restoration projects and to work together on nonpoint source related issues.

18. Amendment to Ordinance #5311: An ordinance amending Ordinance No. 5311 to accurately reflect the total contract amount with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park, and to reduce the project contingency.

19. Street Name Change: A resolution renaming South California Drive to South and West Clinton Drive.

20. Renaming of Sidewalks & Trails Task Force: An ordinance to codify and rename the Sidewalks and Trails Task Force as the Active transportation Advisory Committee.

Aldermen

Mayor Lioneld Jordan
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Roll Call

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Agenda Additions:

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Left on the Second Reading

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Left on the Second Reading

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- 3. Amend Chapter 72 Parking Regulations:** An ordinance amending Chapter 72 Parking Regulations of the Fayetteville City Code by amending Section 72.58(I)(1) to increase the rental rates for parking in certain areas of city parking garages.
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5. **Watershed Conservation Resource Center (WCRC):** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework of cooperation to seek funding, conduct stream restoration projects and to work together on nonpoint source related issues.
6. **Amend Ordinance 5311:** An ordinance amending Ordinance No. 5311 to accurately reflect the total contract amount with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park, and to reduce the project contingency.
7. **Street Name Change:** A resolution renaming South California Boulevard to South and West Clinton Boulevard.
8. **Rename Sidewalks and Trails Task Force:** An ordinance to codify and rename the Sidewalks and Trails Task Force as the Active Transportation Advisory Committee.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR AN ARKANSAS
TRANSPORTATION ENHANCEMENT PROGRAM 80/20 MATCHING
REIMBURSEMENT GRANT FOR AN AWARD OF UP TO \$500,000.00 TO
COMPLETE REHABILITATION OF THE HISTORIC LAFAYETTE STREET
AND MAPLE STREET OVERPASSES

**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 application for consideration of an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for the rehabilitation of the historic Maple Street and Lafayette Street overpasses.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



www.accessfayetteville.org

Revised

A. 13

RFP #10-06 NOVAtime Technology, Inc.

Page 1 of 2

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

Thru: Paul A Becker, Director of Finance

From: Patricia Leach, Accounting Manager Payroll
Scott Huddleston, Information Technology Director
Missy Leflar, Human Resources Director

Date: July 16, 2010

Subject: Approval of Contract with NOVAtime for Time and Attendance Software

PROPOSAL: The City currently processes payroll for 763 employees utilizing manual timesheets and payroll summaries to gather the hours worked by these employees. Thirty-one employees have the additional "timekeeper" responsibility of gathering and organizing the timesheets and entering them into payroll summaries which are then entered into the payroll software. The process of gathering, organizing, entering and reentering this data takes numerous staff hours each payroll. Implementation of an electronic timekeeping system will reduce errors, reduce workload, as time will be maintained electronically and imported into the payroll system, and will provide reporting necessary for compliance with the Family and Medical Leave Act and Fair Labor Standards Act along with an extensive list of other efficiencies that the City will gain. An electronic attendance system will also be of great assistance to Human Resources staff in the analysis of situations where supervisors propose disciplinary actions involving absences, as it will provide accurate, solid documentation concerning legally protected and excused absences. Currently each Division has its own formal or informal system of keeping track of absences.

RECOMMENDATION: Staff recommends approval of contract with NOVAtime in the amount of \$119,483.19 plus applicable sales taxes and shipping & handling for a total cost of \$131,035.39. Staff also recommends the approval of a fifteen (15) percent contingency to cover the cost of additional collection devices and related expenses if needed.

BUDGET IMPACT: This project is included in the CIP budget. The total cost for this project is not to exceed \$165,000.00. The attached contract with NOVAtime in the amount of \$119,483.19 includes the following:

- Software:	44,679.75
- Implementation & Training:	19,500.00
- Hardware (15 biometric clocks)	29,452.90
- 2 Yr. Support (software, telephony, & hardware)	25,850.54
- Contract Total	119,483.19
- Sales Tax and Shipping & Handling	11,552.20
- Grand Total	\$ 131,035.39

There will be additional costs associated with this project, such as additional collection devices and related IT expenses, which, when combined, will not exceed the budgeted maximum amount of \$165,000.00. A fifteen (15) percent contingency is proposed for these additional costs. Annual software and hardware maintenance costs for the first two (2) years is included in the amount of \$25,850.54. After the second year, annual software and hardware maintenance will not exceed a five (5) percent increase per year based on contracted items.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date: RFP #10-06 NOVAtime Technology, Inc. 7/26/2010 Page 2 of 2
P.O Number:	Expected Delivery Date:

Vendor #: New Vendor	Vendor Name: Novatime Technology, Inc.	Mail Yes:___ No:___
Address:	Fob Point:	Taxable Yes:___ No:___
City:	State:	Zip Code: Ship to code:
Requester: Paul Becker		Requester's Employee #: 2829
Extension:		Quotes Attached Yes:___ No:___
Divison Head Approval:		

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	NOVAtime 4000 Software	1		44,679.75	\$44,679.75	4470-9470-5801.00	08025-1		
2	NOVAtime Hardware	1		29,452.90	\$29,452.90	4470-9470-5801.00	08025-1		
3	Implementation and Training	1		19,500.00	\$19,500.00	4470-9470-5801.00	08025-1		
4	2 Year Hardware and Software Maintenance	1		25,850.54	\$25,850.54	4470-9470-5801.00	08025-1		
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling	1	Lot	500.00	\$500.00				

Special Instructions:

Subtotal:	\$119,983.19
Tax:	\$11,052.20
Total:	<u>\$131,035.39</u>

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

Tentative Agenda City of Fayetteville Arkansas City Council Meeting August 03, 2010

A meeting of the Fayetteville City Council will be held on August 03, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

1. Sales Tax Update – Finance Director Paul Becker

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. **Third Annual CDBG in the Park Event:** A resolution approving a budget adjustment in the amount of \$200.00 to recognize revenue from the third annual CDBG in the Park Event.

2. **Bid #10-47 King Electrical Services:** A resolution awarding Bid #10-47 and authorizing a contract with King Electrical Services for time and materials related to miscellaneous electrician services.
3. **Bid #10-48 Multi-Craft Contractors, Inc.:** A resolution awarding Bid #10-48 and authorizing a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.
4. **RFP #10-09 GovDeals, Inc.:** A resolution awarding RFP #10-09 and authorizing a contract with GovDeals, Inc. of Montgomery, Alabama for the provision of on-line auction services for disposition of surplus or obsolete city property.
5. **RFP #10-10 Treadwell Institute:** A resolution awarding RFP #10-10 and approving a contract in an amount not to exceed \$55,000.00 with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund, and approving a budget adjustment.
6. **Arkansas Parks and Tourism Outdoor Recreation Grant:** A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.
7. **Arkansas Transportation Enhancement Program Grant:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of the Town Branch Trail.
8. **Transportation Enhancement Federal-Aid Reimbursement:** A resolution approving the City of Fayetteville to submit an application for consideration of a Transportation Enhancement Federal-aid reimbursement 80/20 matching program through the Arkansas State Highway and Transportation Department of up to \$500,000 to complete rehabilitation of the Historic Lafayette Street and Maple Street Overpasses.
9. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc. as amended, to act as the City of Fayetteville's benefits broker and advisor.
10. **2011 Employee Benefit Package:** A resolution approving a 2011 employee benefits package.
11. **Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.
12. **Underage Drinking Laws Grant:** A resolution authorizing acceptance of an Arkansas Department of Finance and Administration Grant for enforcement of Underage Drinking Laws in the amount of \$32,000.00 and approving a budget adjustment.

B. Unfinished Business:

- 1. Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

- 2. Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

- 1. RFP #10-06 NOVAtime Technology, Inc.:** A resolution approving RFP #10-06 and authorizing a contract with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of 15% for the purchase of an electronic employee time keeping system.
- 2. ADM 10-3618 (UDC Amendment Use Unit 2 Construction Facility):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapter 162: Use Units to modify the uses within use Unit 2, City-Wide Uses by Conditional Use.
- 3. ADM 10-3619 (UDC Amendments: Chapters 151, 161, 162, and 164):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapters 151: Definitions, 161: Zoning Regulations, 162: Use Units, and 164: Supplementary District Regulations for drive-in restaurants and facilities.
- 4. Amend Chapter 72 Parking Regulations:** An ordinance amending Chapter 72 Parking Regulations of the Fayetteville City Code by amending Section 72.58(I)(1) to increase the rental rates for parking in certain areas of city parking garages.

5. **Ozark Asset Management Group, Inc.:** A resolution approving a lease agreement with Ozark Asset Management Group, Inc. for the lease of 89 parking spaces on the first level of the Fayetteville Municipal Parking Garage at 25 E. Meadow Street.
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7. **Amend Ordinance 5311:** An ordinance amending Ordinance No. 5311 to accurately reflect the total contract amount with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park, and to reduce the project contingency.
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Adjournment:

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City of Fayetteville Staff Review Form

A. 1
Third Annual CDBG in the Park Event
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing the Donation revenue received from sponsors of the Third Annual CDBG in the Park Event in the amount of \$200.00

Cost of this request

2180.4945.5390.01

Account Number

Project Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Department Director

07-14-2010

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

7-14-10

Date

Finance and Internal Services Director

7-14-2010

Date

Received in City

Clerk's Office 07-14-10 A09:30 RCVB

Chief of Staff

7-14-10

Date

Received in
Mayor's Office

Mayor

7/15/10

Date

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services 

Date: July 13, 2010

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

PROPOSAL:

Community Services would like to recognize donation revenue that was received from sponsors of the Third Annual CDBG in the Park Event in the amount of \$200.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for the CDBG in the Park event.

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$200 for the CDBG in the Park event.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN
THE AMOUNT OF \$200.00 TO RECOGNIZE REVENUE
FROM THE THIRD ANNUAL CDBG IN THE PARK EVENT**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A," in the amount of \$200.00 to recognize revenue from the third annual CDBG In the Park event.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 1
Third Annual CDBG in the Park Event
Page 4 of 4
Adjustment Number

Budget Year <u>2010</u> 2009	Department: Operations Division: Community Resources Program: Redevelopment	Date Requested 7/13/2010	
---	---	---------------------------------	--

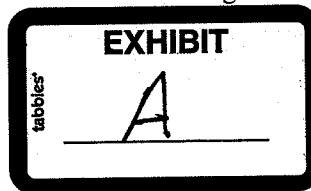
Project or Item Added/Increased: Increase Community Outreach Projects account by \$200.	Project or Item Deleted/Reduced: Increase in revenue from CDBG in the Park event sponsor in the amount of \$200.
--	---

Justification of this Increase: To recognize revenue from sponsor of CDBG in the Park event in the amount of \$200.	Justification of this Decrease:
--	---------------------------------

Increase Budget							
Account Name	Account Number				Amount	Project Number	
	2180	4945	5390	01	200		

Decrease Budget							
Account Name	Account Number				Amount	Project Number	
Donations	2180	0918	4809	00	200		

Division Head <u>7/13/10</u> Date Budget Director <u>7-21-10</u> Date Department Director <u>07-14-2010</u> Date Finance Director <u>7-14-2010</u> Date Chief of Staff <u>7-14-10</u> Date MAYOR <u>7/22/10</u> DATE		V.090403 Budget & Research Use Only Type: A B C D E Requested By <u>Rachel</u> General Ledger Date Posted to General Ledger Initial Date
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City of Fayetteville Staff Review Form

A. 2
 Bid #10-47 King Electrical Services
 Page 1 of 28

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Peggy Vice
 Submitted By

Purchasing
 Division

Finance & Internal Services
 Department

Action Required:

Award of Bid 10-47 for Miscellaneous Electrical Services to King Electrical Contractors and approval of a time and materials contract.

City Wide as Needed

N/A

Miscellaneous

Cost of this request

Category / Project Budget

Program Category / Project Name

Miscellaneous

\$

-

Miscellaneous

Account Number

Funds Used to Date

Program / Project Category Name

N/A

\$

-

Miscellaneous

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Maisha Hestweck
 Department Director

7/16/10
 Date

Previous Ordinance or Resolution #

Chris Bell-6
 City Attorney

7-19-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
 Finance and Internal Services Director

7-19-2010
 Date

Received in City
 Clerk's Office 07-16-10 P03:35 RCVD

Don Mlan
 Chief of Staff

7-19-10
 Date

Received in
 Mayor's Office



7/19/10

Frederick Jordan
 Mayor

7/19/10
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger *PVice*

Date: July 16, 2010

Subj: Electrical Services Contract

Recommendation

Staff recommends award of Bid 10-47 for Electrical Services and approval of a contract with King Electrical Contractors.

Background

Electrical contracts are bid for a contract period of one year with an automatic option to renew unless cancelled for four additional years. This bid is utilized by all departments on an as needed basis. Electrical projects that are \$20,000 or over require separate Council approval.

Discussion

Bids were received from five vendors. King Electrical Contractors is the lowest bidder. King Electrical Contractors has been the low bidder and awarded the contract for the last two contract terms. They are familiar with the City's buildings, policies and invoice and payment procedures.

RESOLUTION NO. _____

**A RESOLUTION AWARDING BID #10-47 AND AUTHORIZING A
CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND
MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 10-47, Electrical Contractor
Contract

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and King Electrical Contractors.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. King Electrical Contractors at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 10-47 as stated in King Electrical Contractors bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid # 10-47, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in King Electrical Contractors bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and King Electrical Contractors consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-47 with the specifications and conditions typed thereon.
 - B. King Electrical Contractors bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and King Electrical Contractors and may be modified only by a duly executed written instrument signed by the City of Fayetteville and King Electrical Contractors.
5. King Electrical Contractors shall not assign its duties under the terms of this agreement.
6. King Electrical Contractors agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from King Electrical Contractors performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. King Electrical Contractors shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance,

King Electrical Contractors shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation:
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each accident.
3. Bodily Injury Liability:
\$500,000 for each accident.
4. Property Damage Liability:
\$500,000 aggregate.

The premiums for all insurance required herein shall be paid by King Electrical Contractors.

8. King Electrical Contractors shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or King Electrical Contractors with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Washington County, Arkansas** with **Arkansas law** applying to the case.
13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.
14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.
15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place. Regarding the Project and Agreement, the valid and enforceable bonds are with (name of surety).'

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

**CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS**

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR: King Electrical Contractors

BY Chris King President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

**KING ELECTRICAL CONTRACTORS, INC.
2145 W. MOORE LN.
FAYETTEVILLE, AR 72704**



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

INVITATION TO BID

INVITATION TO BID: BID 10-47, ELECTRICAL CONTRACTOR

DEADLINE: Thursday, July 15, 2010 at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, June 24 & Thursday, July 1, 2010

INVITATION TO BID BID 10-47, ELECTRICAL CONTRACTOR

No late bids will be accepted. All bids shall be submitted in sealed envelopes labeled "Bid 10-47, Electrical Contractor" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: King Electrical Contractors

Contact Person: Chris King Title: Owner

E-Mail: Chris@CKingelectric.net Phone: 479-443-0006

Business Address: 2145 W Moore Lane

City: Fayetteville State: Arkansas Zip: 72704

Signature: Chris King Date: 7-15-10

City of Fayetteville
Bid 10-47, Electrical Contractor
Technical Specifications

I. NOTICE TO BIDDERS:

Sealed bids will be received at the Office of the Purchasing Division, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701, until **2:00 P.M., CT, on July 15, 2010**, per the attached specifications. This price agreement shall commence upon award of contract and end one (1) year thereafter with the option to renew for an additional four (4) one year periods.

II. INSTRUCTIONS TO BIDDERS:

1.0. QUOTATIONS:

- 1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job.
- 1.2. The bidder shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)
- 1.3. Firm bids are desired. Bids which are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 1.4. Award will be made to the lowest qualified bidder.
- 1.5. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

2.0. RIGHT OF REJECTION:

The City of Fayetteville reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City of Fayetteville. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of ninety (90) calendar days from and after the time of the bid opening.

3.0. BID SUBMITTAL:

- 3.1. Address all bids to the **Purchasing Division**, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701. The bids shall be enclosed in a sealed envelope, clearly marked "**BID 10-47 Electrical Contractor**".
- 3.2. **ALL BIDS SHALL BE RECEIVED IN THE PURCHASING DIVISION, THIRD FLOOR, CITY HALL ON OR BEFORE THE TIME AND DATE INDICATED ON THE BID DOCUMENT.** The responsibility for submitting bids to the Purchasing Division is solely that of the bidder. The City of Fayetteville will not be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE BIDS WILL NOT BE ACCEPTED.**

- 3.3. The Bidder(s) are to submit their bid on attached FORMS, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders may be sufficient reason for invalidation of the bid.
- 3.4. Bidders are required to provide all requested information. Bid submittals should be submitted in a sealed envelope marked as instructed. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.
- 3.5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.

4.0. PUBLIC BID OPENING PROCEDURE:

- 4.1. The purpose of a Public Bid Opening is for a reading of bids received. No award will be made or implied at this time.
- 4.2. Only the following information will be given:
 - a. Vendor name.
 - b. Total price, except when award is made on a unit price basis or grand total for all or none items.
- 4.3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Purchasing personnel and any Vendor during or after the Bid opening until the evaluation has been completed and a recommendation for award has been made. Agents will provide figures recorded for each vendor at bid opening, and/or indicated **apparent low bidder** prior to the receipt of any recommendation.
- 4.4. A copy of the bid tabulation will be available on the Purchasing Division's website upon completion of recommended award.
- 4.6. Vendors who wish to review or request copies of bids upon contract award may do so by making an appointment with Purchasing personnel at 479.575.8220.

5.0. INSURANCE REQUIREMENTS:

Prior to commencing work, the contractor shall procure and maintain at contractor's own cost and expense for the duration of the contract and any extensions the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid prices.

Contractor shall maintain limits no less than:

- 5.1. *Commercial General/Umbrella Liability Insurance* - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Personal Injury

5.2. *Business Automobile/Umbrella Liability Insurance* - \$500,000 limit per accident for property damage and personal injury.

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

5.3. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City.

5.4. ***Other Insurance Provisions***

1) *Commercial General Liability and Automobile Liability Coverages*

a.) The Contractor's insurance coverage shall be primary insurance as respects the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

b.) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

c.) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) *Workers' Compensation and Employers' Liability and Property Coverages:* The insurer shall agree to waive all rights of subrogation against the City of Fayetteville, member of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement

3) *All Coverages*

a. **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.**

b. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

4) ***Acceptability of Insurers:*** Insurance is to be placed with Arkansas admitted insurers rated B+X or better by A.M. Best's rating service.

5) ***Verification of Coverage:*** Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6) ***Subcontractors:*** Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

- 7) ***Defense, Indemnification and Hold Harmless Agreement (Contracts for Services)***: Contractor hereby agrees to indemnify, defend and hold harmless the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers (hereinafter collectively referred to as "City") from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by City, except as otherwise expressly stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the City. Contractor shall pay City for any costs incurred in enforcing this provision.

6.0. DEFAULT AND TERMINATION OF CONTRACT:

Should the Contractor fail to correct any condition which is in violation of the terms of the contract, within 24 hours after having been notified by the City, then the City may declare this contract in default and terminate.

Continuous failure to comply with the terms of contract or failure to correct problems brought to the attention of the Contractor shall be grounds for the City to terminate the contract.

The City may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Contractor. The city shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

The City of Fayetteville's performance and obligation to pay under "Continuing Price Agreement" contracts is contingent upon an annual appropriation by the City Council.

7.0. QUANTITIES:

The City anticipates purchasing **\$50,000** of services during the contract period. This quantity is approximate and represents the estimated requirement for the contract period.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements during the life of the agreement.

8.0. PAYMENT:

8.1. Prompt Pay Policy

It is the policy of the City of Fayetteville to pay invoices no later than thirty days of receipt.

8.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Fayetteville may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.0. INQUIRIES:

Please direct any inquiries to Andrea Foren at (479) 575-8220. All telephone conversations are to be considered unofficial responses. Questions, verifying the Bids' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be posted on the website and sent out on the mailing list via addenda.

10.0 EXTENSION OF CONTRACT

This contract may be extended by mutual agreement for a period of four (4), one (1) year periods; automatically, beyond the initial expiration date as set at the beginning of the contract period, unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period. This notice to terminate the contract at the end of the initial one (1) year period shall be given in writing at least 30 days prior to the initial expiration date of the contract.

11.0. INDEMNIFICATION:

- 11.1. The Contractor shall indemnify and hold harmless the City, and their agents and employees from and against all claims, for infringement of any United States Patent, or damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, as required by the bid documents, including but not limited to claims regarding defects in materials, goods, or equipment, which is caused in whole or in part by any breach of contract, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 11.2. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

12.0. CONTRACTOR QUALIFICATION AND EXPERIENCE:

- 12.1. Bidders are required to furnish evidence that they have past experience in the type of work as outlined in the attached specifications, to include specific experience. A minimum of three (4) references must be submitted with each bid. These references may be used in the evaluation of this bid to determine award.
- 12.2. Contractor shall have a State of Arkansas Contractor's license, with **an emphasis or Class Description for electrical work.**
- 12.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules & Regulations of any kind. Copies of the licenses should be submitted with the bid indicating that the entity bidding the project is properly licensed to perform the activities or work included in the contract documents.

13.0. VENDOR PERFORMANCE EVALUATION:

The successful vendor(s) are subject to have their performance evaluated by the City of Fayetteville. This performance evaluation will be a "Public Record".

14.0. VENDOR GRIEVANCE PROCEDURE:

A notice of intent of bid protest shall be made in writing to the Purchasing Manager within 72 hours (weekends and holidays exempted) after posting of the intended recommendation of award. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should any concerns or discrepancies arise during the bid process, we encourage you to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. A vendor shall not contact Departments/Divisions regarding the vendor complaint.

15.0. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Arkansas. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State or political subdivision or other public entity to bid any or all of these items independently.

16.0 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

17.0 ASSESSMENTS AND TAXES

The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.

18.0 CONTRACT DOCUMENTS

18.1 Contract Documents will consist of the following parts:

A. Bid Documents:

1. Proposal (as accepted by the Owner)
2. Addenda
3. List of Subcontractors (if applicable)

B. Contract Forms:

1. Contract
2. Contract Bond (required for projects \$20,000+)
3. Insurance Certifications

18.2 The Contract Documents shall be complementary to each other; what is called for by one shall be as binding as if called for by all. The **Contractor** shall be responsible for providing a complete facility according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places

19.0 PERMITS

The contractor will be responsible for obtaining any and all required permits. **The City shall be responsible for the cost of any and all permits.**

20.0 COMPLIANCE WITH IMMIGRATION AND NATURALIZATION ACT

The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate cancellation of contracts between said contractor and the city.

21.0. SPECIFICATIONS/SCOPE OF WORK:

General:

The City requires the services of an Electrical Contractor to provide labor, material and equipment to perform repairs/new installations, to various City buildings. The City reserves the right to bid any job. No single job may exceed \$20,000 without City Council approval PRIOR to any work being completed.

The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor must include response time. On Site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than two to three days after contact. Bidder must include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.

All work shall be performed in a good workmanship like manner and shall conform to codes enforced by the City Inspection Division.

The contractor is responsible for requesting inspections before work is covered and requesting a final inspection when work is complete.

The past year electrical award history, which resulted from this contract is as follows:

2006 = \$32,670.64
2007 = \$84,163.83
2008 = \$66,535.89
2009 = \$59,195.78
2010 = \$32,909.58 (through April, 2010)
TOTAL = \$275,475.72

Quotes and Estimates:

With the exception of emergency situations, as deemed by Purchasing, Contractor shall provide the requesting City employee with a quote containing the following information: Contractors name, quote number, date of quote, amount of expected materials to be invoiced, number of expected hours for each discipline of labor (journeyman, etc.) as well as any equipment rental charges.

In the event the Contractor believes the project could come close to \$20,000 he should immediately notify the City employee requesting the work AND Andrea Foren or other Purchasing Division staff.

Invoices:

Invoices or pay requests shall contain details of services performed and number of man hours for each discipline of labor, materials furnished and rental equipment used. Unit prices for each shall be listed. Contractor may be required to furnish material and rental equipment invoices upon request. The City's purchase order number must appear on the invoice unless the invoice is being paid via Visa.

Prices:

Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted must be firm for the term of the contract. Price increases may be negotiated at the beginning of a renewal period based on the most current consumer price index. A formal contract addendum must be approved by City Council to any amendments made to the contract.

Bid and Performance Bond:

A five (5%) percent bid bond shall be submitted with each bid. The bid bond shall be based on the total estimated cost of the bid as indicated on the price proposal document. Upon contract award a 100% performance & payment bond shall be submitted with each individual project totaling \$20,000.00 or more.

Project Supervision:

The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project; he shall have any necessary assistants to complete each project. When any work under this contract is being performed, the Superintendent and necessary assistants shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor. The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.

The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall report at once to the Project Manager any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

City of Fayetteville
Bid 10-47, Electrical Contractor
General Terms and Conditions

1. All interested parties shall return the form titled "Statement of Disclosure" with bid or proposal documents.
2. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.
3. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
6. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
7. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
8. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
9. All products delivered shall comply with applicable standards of quality.
10. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
11. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
12. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
13. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
14. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
15. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
16. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
17. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be

received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.

18. Bids must be received by mail or hand delivery in the ***Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701***, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
19. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
20. Items bid must be delivered FOB City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
21. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us.
22. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
23. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
24. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms & documents.**
25. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
26. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.
27. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**

City of Fayetteville
Bid 10-47, Electrical Contractor
Bid Proposal Form (shall be submitted with bid)

This page becomes an integral part of the proposal submitted

by King Electrical Contractors
(Vendor/Company Name)

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications issued June 24, 2010, prepared by the City of Fayetteville, Purchasing Division, **for the time period beginning date of Bid Award and ending twelve months thereafter as per Bid 10-47.** Item numbers below refer to the same numbered paragraph of the Instructions to Bidders and the Specifications.

II. INSTRUCTIONS TO BIDDERS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job. YES ☒ NO ☐

1.2. Discounts offered: none

1.3. Condition of Bid FIRM? YES ☒ NO ☐
SUBJECT TO ESCALATION none
Method of Escalation, if applicable none
BIDS MUST BE FIRM FOR ACCEPTANCE FOR 90 Days
Bid is Firm 90 Days ☐ Weeks

1.4. Bidder will accept total bid only? YES ☒ NO ☐
(or any portion of bid award) YES ☐ NO ☒

3.3. Bidder has submitted an original bid document? YES ☒ NO ☐

5.0. Bidder will provide Workman's Compensation Insurance as outlined? YES ☒ NO ☐

Bidder will provide General Liability Insurance as outlined? YES ☒ NO ☐
Bidder will provide Automobile Coverage as outlined? YES ☒ NO ☐

This page becomes an integral part of the proposal submitted

by King Electrical Contractor
(Vendor/Company Name)

11.0. Bidder will indemnify the City of Fayetteville? YES ☒ NO ☐

12.0. Bidder has included qualification and experience information as required?
YES ☒ NO ☐

18.0. PURCHASES BY OTHER PUBLIC AGENCIES:

Bidder agrees to extend pricing, terms, and conditions to other public agencies
YES ☒ NO ☐

21.0 **RESPONSE TIME**

Bidder agrees to have a person on call for emergencies twenty four hours a day?

YES ☒ NO ☐

Bidder agrees to one (1) hour emergency response time?

YES ☒ NO ☐

Bidder agrees to two to three day response time for regular calls unless an extension is approved by City project manager?

YES ☒ NO ☐

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

ADDENDUM NO. NA DATED _____

ADDENDUM NO. NA DATED _____

ADDENDUM NO. NA DATED _____

This page becomes an integral part of the proposal submitted

by King Electrical Contractors
(Vendor/Company Name)

We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the City of Fayetteville with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with City of Fayetteville specifications attached hereto.

City of Fayetteville, AR
 Bid 10-47, Electrical Contractor
 Bid Form

Bid 10-47, Electrical Contractor				
Price Details for Contract				
Item	Description	Mark Up %	Contractors Material Cost Estimate	Estimated Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	30 %	\$1,000	\$ 1300. ⁰⁰
2	Material (Cost plus %) \$101-\$500	30 %	\$1,000	\$ 1300. ⁰⁰
3	Material (Cost plus %) \$501-\$1000	15 %	\$5,000	\$ 5750. ⁰⁰
4	Material (Cost plus %) \$1001-\$5000	15 %	\$5,000	\$ 5750. ⁰⁰
5	Material (Cost plus %) \$5001 and up	10 %	\$65,000	\$ 71500. ⁰⁰
6	Rental Equipment (Cost plus %)	10 %	\$10,000	\$ 11000. ⁰⁰
Estimated Cost for Items 1-6:				\$ 96600. ⁰⁰
		Estimated hours	Price /Hour	Estimated Cost
7	Journeyman Electricians (Straight time)	500	\$ 30. ⁰⁰	\$ 15000. ⁰⁰
8	Journeyman Electricians (Nights and Weekends)	25	\$ 45. ⁰⁰	\$ 1125. ⁰⁰
9	Journeyman Electricians (Holidays)	10	\$ 45. ⁰⁰	\$ 450. ⁰⁰
10	Apprentice Electricians (Straight time)	500	\$ 25. ⁰⁰	\$ 12500. ⁰⁰
11	Apprentice Electricians (Nights and Weekends)	25	\$ 37. ⁰⁰	\$ 925. ⁰⁰
12	Apprentice Electricians (Holidays)	10	\$ 37. ⁰⁰	\$ 370. ⁰⁰
13	Electricians Helper(Straight time)	500	\$ 9. ⁰⁰	\$ 4500. ⁰⁰
14	Electricians Helper(Nights and Weekends)	25	\$ 13. ⁰⁰	\$ 325. ⁰⁰
15	Electricians Helper(Holidays)	10	\$ 13. ⁰⁰	\$ 130. ⁰⁰
16	Foreman/Supervisor (Straight time)	200	\$ 30. ⁰⁰	\$ 6000. ⁰⁰
17	Foreman/Supervisor (Nights and Weekends)	25	\$ 45. ⁰⁰	\$ 1125. ⁰⁰
18	Foreman/Supervisor (Holidays)	10	\$ 45. ⁰⁰	\$ 450. ⁰⁰
19	General Laborer (Straight time)	300	\$ 9. ⁰⁰	\$ 2700. ⁰⁰
20	General Laborer (Nights and Weekends)	20	\$ 13. ⁰⁰	\$ 260. ⁰⁰
21	General Laborer (Holidays)	10	\$ 13. ⁰⁰	\$ 130. ⁰⁰
Estimated Cost for Items 7-21:				\$ 45,990. ⁰⁰
TOTAL COST FOR ITEMS 1-21				\$ 142,590.⁰⁰
**Bid bond required on 5% of "Total Estimated Cost for Items 1-21"				
Name of Contractor: <u>King Electrical Contractors</u>				

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

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

*NAME OF FIRM: King Electrical Contractors
Purchase Order and /Payments shall be issued to this name

*BUSINESS ADDRESS: 2145 W Moore Lane

*CITY: Fayetteville *STATE: Arkansas *ZIP: 72704

*PHONE: 479-443-0006 FAX: 479-443-1719

*E-MAIL: Chris@ckingelectric.net

*BY: (PRINTED NAME) Chris King

*AUTHORIZED SIGNATURE: Chris King

*TITLE: Owner/President

City of Fayetteville
Bid 10-47, Electrical Contractor
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ✓ 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Chris King
Printed Name

CK King
Signature

7-15-10
Date

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, King Electrical Contractors, Inc.

_____ as Principal, hereinafter called the Principal,

and the The Gray Casualty & Surety Company

of P. O. Box 6202, Metairie, Louisiana, a corporation duly organized under

the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #10-47, Electrical Contractor

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of July, 2010

Atte f. Davis
Witness

King Electrical Contractors, Inc. (Seal)

{ Chb Ky President
Principal
Title

Pamela K Day
Witness

{ The Gray Casualty & Surety Company
By William H. Griffin
William H. Griffin Attorney-in-Fact

GENERAL POWER OF ATTORNEY

License No. 0063870411

ACTIVATED

State of Arkansas

Contractors Licensing Board

AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.
2145 W MOORE LN
FAYETTEVILLE, AR 72704

AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classification:

ELECTRICAL

with the following suggested bid limit Unlimited

from May 14, 2010 until April 30, 2011

activated May 17, 2010

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY

May 17, 2010

King Electric
2145 W Moore
Fayetteville AR 72704
479.443.0006
Fax 479.443.11719

King Electrical Contractors Inc.

July 15, 2010

Company started in 1987
Serving the NW Arkansas region
Employee 29 Electricians
3-Office Staff
24- Master/Journeyman license
5- 4th year apprentice
Specialize in commercial and industrial wiring
Have Arkansas and Oklahoma contractors' license
Design Build Capabilities
Chris King Owner/designer/estimator
Tim Edwards project manager/estimator
Kevin King project manager/estimator
Gordon Ray project manager /designer/lead estimator
Tim@ckingelectric.net
Kevin@ckingelectric.net
Chris@ckingelectric.net
Projects Completed

Have done electrical work for the City of Fayetteville for the past 5 years
40000 sq ft Mt Comfort Church of Christ Fayetteville AR
80000 sq ft Bentonville Elementary School Bentonville AR
180000 sq ft Rogers Jr High School Rogers AR
109 unit Staybridge Motel in Fayetteville AR
6 story Holiday Inn Rogers / 4 story Staybridge Suites Rogers AR
6 story Lindsay Real-estate office building Fayetteville AR
40000 sq ft Freezer Springdale AR
40000 sq ft Fed Ex Ground Delivery facility Lowell AR

References-

Kinco Contractors-751-8606
Crossland Construction-479-464-7077
Commerce Construction-751-4432
Heckathorn Construction-442-5386

KING ELECTRICAL CONTRACTORS

2145 W MOORE LANE
FAYETTEVILLE ARKANSAS 72704
Phone (479)443-0006
Fax (479)443-1719

WARRANTY/GUARANTEE

Project:

King Electrical Contractors hereby, guarantees and warrant all defects in labor and material provided by this subcontractor, on the above referenced project for a period of one year. All wiring does meet or exceed applicable NEC and NFPA standards. By signing this agreement the subcontractor hereby warrants the work stated above. Period of warranty starts from the date of substantial completion.

Signed: _____

Title: _____

Date: _____

State of Arkansas, County of Washington, Sworn to and
Subscribed before me this _____ day of _____

NOTARY PUBLIC _____

EXPIRES _____



A. 2
 Bid #10-47 King Electrical Services
 BID #10-47 of 28
 DATE: 07/15/10
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 10-47, Electrical Contractor

Item	Description	Hill Electric, Inc.			King Electrical Contractors			Multi-Craft Contractors, Inc.			Prime Power Electric			Staley, Inc.		
		Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	35%	\$1,000	\$1,350.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00
2	Material (Cost plus %) \$101-\$500	30%	\$1,000	\$1,300.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00
3	Material (Cost plus %) \$501-\$1000	20%	\$5,000	\$6,000.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	10%	\$5,000	\$5,500.00	15%	\$5,000	\$5,750.00
4	Material (Cost plus %) \$1001-\$5000	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	5%	\$5,000	\$5,250.00	15%	\$5,000	\$5,750.00
5	Material (Cost plus %) \$5001 and up	10%	\$65,000	\$71,500.00	10%	\$65,000	\$71,500.00	15%	\$65,000	\$74,750.00	5%	\$65,000	\$68,250.00	15%	\$65,000	\$74,750.00
6	Rental Equipment (Cost plus %)	10%	\$10,000	\$11,000.00	10%	\$10,000	\$11,000.00	15%	\$10,000	\$11,500.00	2%	\$10,000	\$10,200.00	15%	\$10,000	\$11,500.00
Estimated Cost for Items 1-6:				\$96,900.00			\$96,600.00			\$100,050.00			\$91,400.00			\$100,050.00
		Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost
7	Journeyman Electricians (Straight time)	500	\$30.80	\$15,400.00	500	\$30.00	\$15,000.00	500	\$45.50	\$22,750.00	500	\$40.00	\$20,000.00	500	\$38.00	\$19,000.00
8	Journeyman Electricians (Nights and Weekends)	25	\$46.20	\$1,155.00	25	\$45.00	\$1,125.00	25	\$61.50	\$1,537.50	25	\$60.00	\$1,500.00	25	\$57.00	\$1,425.00
9	Journeyman Electricians (Holidays)	10	\$46.20	\$462.00	10	\$45.00	\$450.00	10	\$77.50	\$775.00	10	\$60.00	\$600.00	10	\$57.00	\$570.00
10	Apprentice Electricians (Straight time)	500	\$25.30	\$12,650.00	500	\$25.00	\$12,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00
11	Apprentice Electricians (Nights and Weekends)	25	\$37.95	\$948.75	25	\$37.00	\$925.00	25	\$46.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00
12	Apprentice Electricians (Holidays)	10	\$37.95	\$379.50	10	\$37.00	\$370.00	10	\$58.00	\$580.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00
13	Electricians Helper (Straight time)	500	\$15.00	\$7,500.00	500	\$9.00	\$4,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00
14	Electricians Helper (Nights and Weekends)	25	\$22.50	\$562.50	25	\$13.00	\$325.00	25	\$46.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00
15	Electricians Helper (Holidays)	10	\$22.50	\$225.00	10	\$13.00	\$130.00	10	\$58.00	\$580.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00
16	Foreman/Supervisor (Straight time)	200	\$35.70	\$7,140.00	200	\$30.00	\$6,000.00	200	\$50.00	\$10,000.00	200	\$45.00	\$9,000.00	200	\$42.00	\$8,400.00
17	Foreman/Supervisor (Nights and Weekends)	25	\$53.55	\$1,338.75	25	\$45.00	\$1,125.00	25	\$67.50	\$1,687.50	25	\$67.50	\$1,687.50	25	\$63.00	\$1,575.00
18	Foreman/Supervisor (Holidays)	10	\$53.55	\$535.50	10	\$45.00	\$450.00	10	\$85.00	\$850.00	10	\$67.50	\$675.00	10	\$63.00	\$630.00
19	General Laborer (Straight time)	300	\$12.00	\$3,600.00	300	\$9.00	\$2,700.00	300	\$34.00	\$10,200.00	300	\$27.00	\$8,100.00	300	\$25.00	\$7,500.00
20	General Laborer (Nights and Weekends)	20	\$18.00	\$360.00	20	\$13.00	\$260.00	20	\$46.00	\$920.00	20	\$40.50	\$810.00	20	\$37.50	\$750.00
21	General Laborer (Holidays)	10	\$18.00	\$180.00	10	\$13.00	\$130.00	10	\$58.00	\$580.00	10	\$40.50	\$405.00	10	\$37.50	\$375.00
Estimated Cost for Items 7-21:				\$52,437.00			\$45,990.00			\$86,760.00			\$75,927.50			\$73,375.00
**TOTAL COST FOR ITEMS 1-21:				\$149,337.00			\$142,590.00			\$186,810.00			\$167,327.50			\$173,425.00

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

CERTIFIED:

P. Vice
 P. VICE PURCH MGR

WITNESS

Andrew Fournier

DATE

7/16/10

City of Fayetteville Staff Review Form

A. 3
 Bid #10-48 Multi-Craft Contractors, Inc.
 Page 1 of 28

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Peggy Vice
 Submitted By

Purchasing
 Division

Finance & Internal Services
 Department

Action Required:

Award of Bid 10-48 for Miscellaneous Plumbing Services to Multi-Craft Contractors Inc. and approval of a time and materials contract.

City Wide as Needed

N/A

Miscellaneous

Cost of this request

Category / Project Budget

Program Category / Project Name

Miscellaneous

\$

-

Miscellaneous

Account Number

Funds Used to Date

Program / Project Category Name

N/A

\$

-

Miscellaneous

Project Number

Remaining Balance

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Marsha Hertweck
 Department Director

7/16/10
 Date

Previous Ordinance or Resolution #

John Kelly
 City Attorney

7-19-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Bahr
 Finance and Internal Services Director

7-19-2010
 Date

Received in City 07-16-10 P03:36 RCVD
 Clerk's Office

Dan Mann
 Chief of Staff

7-19-10
 Date

Received in
 Mayor's Office

ENTERED
 7/19/10

Frank J. Jorhan
 Mayor

7/22/10
 Date

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger *P Vice*

Date: July 16, 2010

Subj: **Plumbing Services Contract**

Recommendation

Staff recommends award of Bid 10-48 for Plumbing Services and approval of a contract with Multi-Craft Contractors Inc.

Background

Plumbing contracts are bid for a contract period of one year with an automatic option to renew unless cancelled for four additional years. This bid is utilized by all departments on an as needed basis. Plumbing projects that are \$20,000 or over require separate Council approval.

Discussion

Bids were received from two vendors. Multi-Craft Contractors Inc. is the lowest bidder. Multi-Craft Contractors Inc. has been the low bidder and awarded the contract for the last two contract terms. They are familiar with the City's buildings, policies and invoice and payment procedures.

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID #10-48 AND AUTHORIZING A
CONTRACT WITH MULTI-CRAFT CONTRACTORS, INC. FOR TIME AND
MATERIALS RELATED TO MISCELLANEOUS PLUMBING SERVICES**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-48 and authorizes a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and Multi-Craft Contractors, Inc.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Multi-Craft Contractors, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 10-48 as stated in Multi-Craft Contractors, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid # 10-48, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in Multi-Craft Contractors, Inc. bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Multi-Craft Contractors, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-48 with the specifications and conditions typed thereon.
 - B. Multi-Craft Contractors, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Multi-Craft Contractors, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Multi-Craft Contractors, Inc.
5. Multi-Craft Contractors, Inc. shall not assign its duties under the terms of this agreement.
6. Multi-Craft Contractors, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Multi-Craft Contractors, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Multi-Craft Contractors, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Multi-Craft Contractors, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation:
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each accident.
3. Bodily Injury Liability:
\$500,000 for each accident.
4. Property Damage Liability:
\$500,000 aggregate.

The premiums for all insurance required herein shall be paid by Multi-Craft Contractors, Inc.

8. Multi-Craft Contractors, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Multi-Craft Contractors, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Arkansas** with **Arkansas law** applying to the case.
13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.
14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.
15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place. Regarding the Project and Agreement, the valid and enforceable bonds are with (name of surety).'

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
LIONELD JORDAN, Mayor

ATTEST:

Sondra Smith, City Clerk

BY _____
PRINTED NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS



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

INVITATION TO BID

INVITATION TO BID: BID 10-48, PLUMBING CONTRACTOR

DEADLINE: Thursday, July 15, 2010 at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, June 24 & Thursday, July 1, 2010

INVITATION TO BID BID 10-48, PLUMBING CONTRACTOR

No late bids will be accepted. All bids shall be submitted in sealed envelopes labeled "Bid 10-48, Plumbing Contractor" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Multi-Craft Contractors, Inc.

Contact Person: Dennis Kelly Title: Executive Vice President

E-Mail: info@multi-craft.net Phone: 479-751-4330

Business Address: P.O. Box 1760

City: Springdale State: AR Zip: 72765-1760

Signature: Dennis Kelly Date: July 15, 2010

City of Fayetteville
Bid 10-48, Plumbing Contractor
Bid Proposal Form (shall be submitted with bid)

This page becomes an integral part of the proposal submitted

by Multi-Craft Contractors, Inc.
(Vendor/Company Name)

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications issued June 24, 2010, prepared by the City of Fayetteville, Purchasing Division, **for the time period beginning date of Bid Award and ending twelve months thereafter as per Bid 10-48.** Item numbers below refer to the same numbered paragraph of the Instructions to Bidders and the Specifications.

II. INSTRUCTIONS TO BIDDERS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job. YES X NO

1.2. Discounts.....

1.3. Condition of Bid FIRM? YES X NO
SUBJECT TO ESCALATION Annual review of labor rates
Method of Escalation, if applicable concurrent with cost-of-living increases
BIDS MUST BE FIRM FOR ACCEPTANCE FOR 90 Days
Bid is Firm 90 Days Weeks

1.4. Bidder will accept total bid only? YES NO X
(or any portion of bid award) YES X NO

3.3. Bidder has submitted an original bid document? YES X NO

5.0. Bidder will provide Workman's Compensation Insurance as outlined? YES X NO

Bidder will provide General Liability Insurance as outlined? YES X NO

Bidder will provide Automobile Coverage as outlined? YES X NO

This page becomes an integral part of the proposal submitted

by Multi-Craft Contractors, Inc.
(Vendor/Company Name)

X - but with noted execeptions - see paragraph 7

11.0. Bidder will indemnify the City of Fayetteville? YES NO

12.0. Bidder has included qualification and experience information as required?
YES X NO

18.0. PURCHASES BY OTHER PUBLIC AGENCIES:

Bidder agrees to extend pricing, terms, and conditions to other public agencies
YES ____ NO X

21.0 RESPONSE TIME

Bidder agrees to have a person on call for emergencies twenty four hours a day?

YES X NO ____

Bidder agrees to one (1) hour emergency response time?

YES X NO ____ Where applicable

Bidder agrees to two to three day response time for regular calls unless an extension is approved by City project manager?

YES X NO ____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA: None

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

This page becomes an integral part of the proposal submitted

by Multi-Craft Contractors, Inc.
(Vendor/Company Name)

We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the City of Fayetteville with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with City of Fayetteville specifications attached hereto.

Bid 10-48, Plumbing Contractor
 Bid Pricing Form

Bid 10-48, Plumbing Contractor					
Price Details for Contract					
Item	Description	Mark Up %		Contractors Material Cost Estimate	Estimated Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	15 %		\$1,000	\$ 1,150.00
2	Material (Cost plus %) \$101-\$500	15 %		\$1,000	\$ 1,150.00
3	Material (Cost plus %) \$501-\$1000	15 %		\$5,000	\$ 5,750.00
4	Material (Cost plus %) \$1001-\$5000	15 %		\$5,000	\$ 5,750.00
5	Material (Cost plus %) \$5001 and up	15 %		\$15,000	\$ 17,250.00
6	Rental Equipment (Cost plus %)	15 %		\$5,000	\$ 5,750.00
Estimated Cost for Items 1-6:					\$ 36,800.00
		Estimated hours		Price /Hour	Estimated Cost
7	Journeyman Plumber (Straight time)	100		\$ 45.50	\$ 4,550.00
8	Journeyman Plumber (Nights and Weekends)	25		\$ 61.50	\$ 1,537.50
9	Journeyman Plumber (Holidays)	10		\$ 77.50	\$ 775.00
10	Apprentice Plumber (Straight time)	100		\$ 34.00	\$ 3,400.00
11	Apprentice Plumber (Nights and Weekends)	25		\$ 46.00	\$ 1,150.00
12	Apprentice Plumber (Holidays)	10		\$ 58.00	\$ 580.00
13	Plumber's Helper(Straight time)	100		\$ 34.00	\$ 3,400.00
14	Plumber's Helper(Nights and Weekends)	25		\$ 46.00	\$ 1,150.00
15	Plumber's Helper(Holidays)	10		\$ 58.00	\$ 580.00
16	Foreman/Supervisor (Straight time)	100		\$ 50.00	\$ 5,000.00
17	Foreman/Supervisor (Nights and Weekends)	25		\$ 67.50	\$ 1,687.50
18	Foreman/Supervisor (Holidays)	10		\$ 85.00	\$ 850.00
19	General Laborer (Straight time)	100		\$ 34.00	\$ 3,400.00
20	General Laborer (Nights and Weekends)	25		\$ 46.00	\$ 1,150.00
21	General Laborer (Holidays)	10		\$ 58.00	\$ 580.00
Estimated Cost for Items 7-21:					\$ 19,530.00
TOTAL COST FOR ITEMS 1-21					\$ 56,330.00
**Bid bond required on 5% of "Total Estimated Cost for Items 1-21"					
Name of Contractor: Multi-Craft Contractors, Inc.					

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate

attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

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

*NAME OF FIRM: Multi-Craft Contractors, Inc.
Purchase Order and /Payments shall be issued to this name

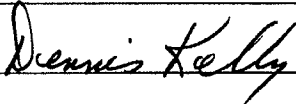
*BUSINESS ADDRESS: P.O. Box 1760

*CITY: Springdale *STATE: AR *ZIP: 72765-1760

*PHONE: 479-751-4330 FAX: 479-751-4399

*E-MAIL: info@multi-craft.net

*BY: (PRINTED NAME) Dennis Kelly

*AUTHORIZED SIGNATURE: 

*TITLE: Executive Vice President

City of Fayetteville
Bid 10-48, Plumbing Contractor
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Dennis Kelly

Printed Name

Dennis Kelly
Signature

July 15, 2010

Date

BID BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Multi-Craft Contractors, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Fayetteville, Arkansas, as Obligee, in the sum of Five Percent Dollars (\$5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Bid 10-48, Plumbing Contractor ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 14th day of July, 2010.

Multi-Craft Contractors, Inc.
(Principal)

By: Dennis Kelly

Travelers Casualty and Surety Company of America

By: Marilyn White
Marilyn White, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217535

Certificate No. 001069510

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Danna Carol Freeman, Darby Barton, Bill Brookshire, Warren T. Baldwin Jr., and Marilyn White

of the City of Fayetteville, State of Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 7th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

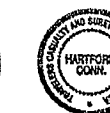
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 20 10.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



P.O. Box 1760
2300 N Lowell Rd
Springdale, AR 72765
(479) 751-4330
Fax: (479) 751-4399
www.multi-craft.net

Arkansas Contractors: 0025810311
Arkansas Electrical: M2320
Arkansas HVAC: 135450
Arkansas Plumbing: MP3613

July 15, 2010

City of Fayetteville, AR
Bid 10-47, Plumbing Contractor

Experience references:

1. University of Arkansas
On-Call Journeymen, Plumbing
Ongoing, original contract dated in 2005
Contact: Kelley Sharp
Facilities Management
521 Razorback Road
Fayetteville, AR 72701
(479) 575-5470
kesharp@uark.edu
2. City of Fayetteville
Plumber Contracting Services
Began 2006
Contact: Larry Rennie
113 W. Mountain St.
Fayetteville AR 72701
(479) 575-8361
lrennie@ci.fayetteville.ar.us
3. Glad Manufacturing
MCC maintains a maintenance office/staff at their facility
Since 1990
Contact: Brian Wilhelm
1700 n. 13TH Street
Rogers AR 72756
479 636-2845
brian.wilhelm@clorox.com



P.O. Box 1760
2300 N Lowell Rd
Springdale, AR 72765
(479) 751-4330
Fax: (479) 751-4399
www.multi-craft.net

Arkansas Contractors: 0025810309
Arkansas Electrical: M2320
Arkansas HVAC: 135450
Arkansas Plumbing: MP3613

Multi-Craft Contractors, Inc.

WARRANTY

Example

PROJECT:

Owner:

Contractor:

Multi-Craft Contractors, Inc. warrants to Owner and Contractor that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by Contract Documents; that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Components not manufactured by but furnished by Multi-Craft Contractors, Inc. as part of its equipment (i.e. motors, starters, thermostats, controls, etc.) will be warranted by Multi-Craft Contractors, Inc. only to the extent of the component manufacturer's warranty. Multi-Craft Contractors, Inc. warranty excludes remedy for damage or defect caused by abuse or modifications by others, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Multi-Craft Contractors, Inc. shall not be liable for any loss of profit, loss by reason of plant shutdown, non-operation or increased cost of operation, loss of product or materials, or other special or consequential loss or damages. Warranty is valid only in the contiguous United States.

WARRANTY PERIOD ONE YEAR FROM DATE OF COMMISSIONING

Multi-Craft Contractors, Inc.

Project Superintendent
479-751-4330

City of Fayetteville
Bid 10-48, Plumbing Contractor
Technical Specifications

I. NOTICE TO BIDDERS:

Sealed bids will be received at the Office of the Purchasing Division, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701, until **2:00 P.M., CT, on July 15, 2010**, per the attached specifications. This price agreement shall commence upon award of contract and end one (1) year thereafter with the option to renew for an additional four (4) one year periods.

II. INSTRUCTIONS TO BIDDERS:

1.0. QUOTATIONS:

- 1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job.
- 1.2. The bidder shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)
- 1.3. Firm bids are desired. Bids which are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 1.4. Award will be made to the lowest qualified bidder.
- 1.5. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

2.0. RIGHT OF REJECTION:

The City of Fayetteville reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City of Fayetteville. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of ninety (90) calendar days from and after the time of the bid opening.

3.0. BID SUBMITTAL:

- 3.1. Address all bids to the **Purchasing Division**, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701. The bids shall be enclosed in a sealed envelope, clearly marked "**BID 10-48, Plumbing Contractor**".
- 3.2. **ALL BIDS SHALL BE RECEIVED IN THE PURCHASING DIVISION, THIRD FLOOR, CITY HALL ON OR BEFORE THE TIME AND DATE INDICATED ON THE BID DOCUMENT.** The responsibility for submitting bids to the Purchasing Division is solely that of the bidder. The City of Fayetteville will not be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE BIDS WILL NOT BE ACCEPTED.**

- 3.3. The Bidder(s) are to submit their bid on attached FORMS, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders may be sufficient reason for invalidation of the bid.
- 3.4. Bidders are required to provide all requested information. Bid submittals should be submitted in a sealed envelope marked as instructed. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.
- 3.5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.

4.0. PUBLIC BID OPENING PROCEDURE:

- 4.1. The purpose of a Public Bid Opening is for a reading of bids received. No award will be made or implied at this time.
- 4.2. Only the following information will be given:
 - a. Vendor name.
 - b. Total price, except when award is made on a unit price basis or grand total for all or none items.
- 4.3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Purchasing personnel and any Vendor during or after the Bid opening until the evaluation has been completed and a recommendation for award has been made. Agents will provide figures recorded for each vendor at bid opening, and/or indicated **apparent low bidder** prior to the receipt of any recommendation.
- 4.4. A copy of the bid tabulation will be available on the Purchasing Division's website upon completion of recommended award.
- 4.6. Vendors who wish to review or request copies of bids upon contract award may do so by making an appointment with Purchasing personnel at 479/575-8220.

5.0. INSURANCE REQUIREMENTS:

Prior to commencing work, the contractor shall procure and maintain at contractor's own cost and expense for the duration of the contract and any extensions the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid prices.

Contractor shall maintain limits no less than:

- 5.1. *Commercial General/Umbrella Liability Insurance* - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Personal Injury

5.2. *Business Automobile/Umbrella Liability Insurance* - \$500,000 limit per accident for property damage and personal injury.

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

5.3. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City.

5.4. ***Other Insurance Provisions***

1) *Commercial General Liability and Automobile Liability Coverages*

a.) The Contractor's insurance coverage shall be primary insurance as respects the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

b.) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

c.) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) *Workers' Compensation and Employers' Liability and Property Coverages:* The insurer shall agree to waive all rights of subrogation against the City of Fayetteville, member of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement

3) *All Coverages*

a. **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.**

b. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

4) ***Acceptability of Insurers:*** Insurance is to be placed with Arkansas admitted insurers rated B+X or better by A.M. Best's rating service.

5) ***Verification of Coverage:*** Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6) ***Subcontractors:*** Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

- 7) **Defense, Indemnification and Hold Harmless Agreement (Contracts for Services):** Contractor hereby agrees to indemnify, defend and hold harmless the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers (hereinafter collectively referred to as "City") from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, ~~regardless of the active or passive nature of any negligence by City, except as otherwise expressly stated herein.~~ Contractor shall not be responsible when such liability arises from the ~~sole~~ negligence of the City. Contractor shall pay City for any costs incurred in enforcing this provision. OK

6.0. DEFAULT AND TERMINATION OF CONTRACT:

Should the Contractor fail to correct any condition which is in violation of the terms of the contract, within 24 hours after having been notified by the City, then the City may declare this contract in default and terminate.

Continuous failure to comply with the terms of contract or failure to correct problems brought to the attention of the Contractor shall be grounds for the City to terminate the contract.

The City may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Contractor. The city shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

The City of Fayetteville's performance and obligation to pay under "Continuing Price Agreement" contracts is contingent upon an annual appropriation by the City Council.

7.0. QUANTITIES:

The City anticipates purchasing **\$50,000** of services during the contract period. This quantity is approximate and represents the estimated requirement for the contract period.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements during the life of the agreement.

8.0. PAYMENT:

8.1. Prompt Pay Policy

It is the policy of the City of Fayetteville to pay invoices no later than thirty days of receipt.

8.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Fayetteville may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.0. INQUIRIES:

Please direct any inquiries to Andrea Foren at (479) 575-8220. All telephone conversations are to be considered unofficial responses. Questions, verifying the Bids' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be posted on the website and sent out on the mailing list.

10.0 EXTENSION OF CONTRACT

This contract may be extended by mutual agreement for a period of four (4), one (1) year periods, on a year by year basis, beyond the initial expiration date as set at the beginning of the contract period, unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period. This notice to terminate the contract at the end of the initial one (1) year period, shall be given in writing at least 30 days prior to the initial expiration date of the contract.

11.0. INDEMNIFICATION:

- 11.1. The Contractor shall indemnify and hold harmless the City, and their agents and employees from and against all claims, for infringement of any United States Patent, or damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, as required by the bid documents, including but not limited to claims regarding defects in materials, goods, or equipment, which is caused in whole or in part by any breach of contract, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 11.2. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

12.0. CONTRACTOR QUALIFICATION AND EXPERIENCE:

- 12.1. Bidders are required to furnish evidence that they have past experience in the type of work as outlined in the attached specifications, to include specific experience. A minimum of three (3) references must be submitted with each bid. These references may be used in the evaluation of this bid to determine award.
- 12.2. Contractor shall have a State of Arkansas Contractor's license, with **an emphasis or Class Description for plumbing work.**
- 12.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules & Regulations of any kind. Copies of the licenses should be submitted with the bid indicating that the entity bidding the project is properly licensed to perform the activities or work included in the contract documents.

13.0. VENDOR PERFORMANCE EVALUATION:

The successful vendor(s) are subject to have their performance evaluated by the City of Fayetteville. This performance evaluation will be a "Public Record".

14.0. VENDOR GRIEVANCE PROCEDURE:

A notice of intent of bid protest shall be made in writing to the Purchasing Manager within 72 hours (weekends and holidays exempted) after posting of the intended recommendation of award. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should any concerns or discrepancies arise during the bid process, we encourage you to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. A vendor shall not contact Departments/Divisions regarding the vendor complaint.

15.0. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Arkansas. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State or political subdivision or other public entity to bid any or all of these items independently.

16.0 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

17.0 ASSESSMENTS AND TAXES

The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.

18.0 CONTRACT DOCUMENTS

18.1 Contract Documents will consist of the following parts:

A. Bid Documents:

1. Proposal (as accepted by the Owner)
2. Addenda
3. List of Subcontractors (if applicable)

B. Contract Forms:

1. Contract
2. Contract Bond (required for projects \$20,000+)
3. Insurance Certifications

18.2 The Contract Documents shall be complementary to each other; what is called for by one shall be as binding as if called for by all. The **Contractor** shall be responsible for providing a complete facility according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places

19.0 PERMITS

The contractor will be responsible for obtaining any and all required permits. **The City shall be responsible for the cost of any and all permits.**

20.0 COMPLIANCE WITH IMMIGRATION AND NATURALIZATION ACT

The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate cancellation of contracts between said contractor and the city.

21.0. SPECIFICATIONS/SCOPE OF WORK:

General:

The City requires the services of an Electrical Contractor to provide labor, material and equipment to perform repairs/new installations, to various City buildings. The City reserves the right to bid any job. No single job may exceed \$20,000 without City Council approval.

The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor must include response time. On Site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than two to three days after contact. Bidder must include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.

All work shall be performed in a good workmanship like manner and shall conform to codes enforced by the City Inspection Division.

The contractor is responsible for requesting inspections before work is covered and requesting a final inspection when work is complete.

Quotes and Estimates:

With the exception of emergency situations, as deemed by Purchasing, Contractor shall provide the requesting City employee with a quote containing the following information: Contractors name, quote number, date of quote, amount of expected materials to be invoiced, number of expected hours for each discipline of labor (journeyman, etc.) as well as any equipment rental charges.

In the event the Contractor believes the project could come close to \$20,000 he should immediately notify the City employee requesting the work AND Andrea Foren or other Purchasing Division staff.

Invoices:

Invoices or pay requests shall contain details of services performed and number of man hours for each discipline of labor, materials furnished and rental equipment used. Unit prices for each shall be listed. Contractor may be required to furnish material and rental equipment invoices upon request. The City's purchase order number must appear on the invoice.

Prices:

Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted must be firm for the term of the contract. Price increases may be negotiated at the beginning of a renewal period based on the most current consumer price index. A formal contract addendum must be approved.

Bid and Performance Bond:

A five (5%) percent bid bond must be submitted with each bid. The bid bond must be based on the total estimated cost of the bid as indicated on P-3 of the proposal document. Upon contract award a 100% performance bond must be submitted with each individual project totaling \$20,000.00 or more.

Project Supervision:

The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project; he shall have any necessary assistants to complete each project. When any work under this contract is being performed, the Superintendent and necessary assistants shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor. The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.

The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall report at once to the Project Manager any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

City of Fayetteville
Bid 10-48, Plumbing Contractor
General Terms and Conditions

1. All interested parties shall return the form titled "Statement of Disclosure" with bid or proposal documents.
2. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.
3. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
6. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
7. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
8. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
9. All products delivered shall comply with applicable standards of quality.
10. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
11. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
12. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
13. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
14. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
15. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
16. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
17. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be

received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.

18. Bids must be received by mail or hand delivery in the **Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701**, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
19. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
20. Items bid must be delivered FOB City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
21. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us.
22. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
23. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
24. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms & documents.**
25. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
26. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.
27. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**



A. 3
 Bid #10-48 Multi-Craft Contractors, Inc.
 DATE: 7/15/10
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 10-48, Plumbing Contractor

Item	Description	Comfort Systems USA (AR), Inc.			Multi-Craft Contractors, Inc.		
		Mark Up %	Contractors Material Cost	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost	Est. Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00
2	Material (Cost plus %) \$101-\$500	25%	\$1,000	\$1,250.00	15%	\$1,000	\$1,150.00
3	Material (Cost plus %) \$501-\$1000	20%	\$5,000	\$6,000.00	15%	\$5,000	\$5,750.00
4	Material (Cost plus %) \$1001-\$5000	17%	\$5,000	\$5,850.00	15%	\$5,000	\$5,750.00
5	Material (Cost plus %) \$5001 and up	15%	\$15,000	\$17,250.00	15%	\$15,000	\$17,250.00
6	Rental Equipment (Cost plus %)	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00
Estimated Cost for Items 1-6:				\$37,400.00			\$36,800.00
		Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost
7	Journeyman Plumber (Straight time)	100	\$65.00	\$6,500.00	100	\$45.50	\$4,550.00
8	Journeyman Plumber (Nights and Weekends)	25	\$97.50	\$2,437.50	25	\$61.50	\$1,537.50
9	Journeyman Plumber (Holidays)	10	\$130.00	\$1,300.00	10	\$77.50	\$775.00
10	Apprentice Plumber (Straight time)	100	\$50.00	\$5,000.00	100	\$34.00	\$3,400.00
11	Apprentice Plumber (Nights and Weekends)	25	\$75.00	\$1,875.00	25	\$46.00	\$1,150.00
12	Apprentice Plumber (Holidays)	10	\$100.00	\$1,000.00	10	\$58.00	\$580.00
13	Plumber's Helper (Straight time)	100	\$50.00	\$5,000.00	100	\$34.00	\$3,400.00
14	Plumber's Helper (Nights and Weekends)	25	\$75.00	\$1,875.00	25	\$46.00	\$1,150.00
15	Plumber's Helper (Holidays)	10	\$100.00	\$1,000.00	10	\$58.00	\$580.00
16	Foreman/Supervisor (Straight time)	100	\$80.00	\$8,000.00	100	\$50.00	\$5,000.00
17	Foreman/Supervisor (Nights and Weekends)	25	\$120.00	\$3,000.00	25	\$67.50	\$1,687.50
18	Foreman/Supervisor (Holidays)	10	\$160.00	\$1,600.00	10	\$85.00	\$850.00
19	General Laborer (Straight time)	100	\$26.00	\$2,600.00	100	\$34.00	\$3,400.00
20	General Laborer (Nights and Weekends)	25	\$39.00	\$975.00	25	\$46.00	\$1,150.00
21	General Laborer (Holidays)	10	\$52.00	\$520.00	10	\$58.00	\$580.00
Estimated Cost for Items 7-21:				\$42,682.50			\$29,790.00
**TOTAL ESTIMATED COST FOR ITEMS 1-21:				\$80,082.50			\$66,590.00

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

CERTIFIED:

P. Vice
 P. VICE PURCH MGR

WITNESS

Andrea Fren

DATE

7/16/10

City of Fayetteville Staff Review Form

A. 4
RFP #10-09 GovDeals, Inc.
Page 1 of 100

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Peggy Vice *PVice*
Submitted By

Purchasing
Division

Finance & Internal Services
Department

Action Required:

Award of RFP 10-09 for Online Auction Services to GovDeals, Inc. of Montgomery Alabama and approval of a contract at a cost of 7.5 percent of the surplus auction amount. Auction proceeds will be collected by GovDeals, Inc. from the Buyer and remitted to the City less the City's 7.5% fee. The Buyer's fee is 5%.

City Wide as Needed

N/A

Miscellaneous

Cost of this request

Category / Project Budget

Program Category / Project Name

Miscellaneous

\$

-

Miscellaneous

Account Number

Funds Used to Date

Program / Project Category Name

N/A

\$

-

Miscellaneous

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Marsha Hartweck
Department Director

7/16/10
Date

Previous Ordinance or Resolution #

Chris Kelly
City Attorney

7-20-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Behn
Finance and Internal Services Director

7-20-2010
Date

Received in City
Clerk's Office 07-16-10P03:56 RCVD

Kim G.

Jim M...
Chief of Staff

7-22-10
Date

Received in
Mayor's Office



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger *PVice*

Date: July 16, 2010

Subj: **Online Auction Services Contract**

Recommendation

Staff recommends award of RFP 10-09 for Auction Services for Internet Surplus Sales and approval of a contract to GovDeals, Inc.

Background

Surplus equipment and vehicles has typically been disposed of by hiring an auctioneer and holding an auction. We analyzed the cost of having an auction and found that items sold on the internet typically received higher bids. The last auction the City had was in 2008. The amount received from the auction was \$320,585.00. The auctioneer charged the City 10% of the proceeds.

Discussion

Proposals were received from four (4) respondents. The selection committee selected GovDeals Inc. GovDeals has been in business for ten years. They have over 3,050 government clients. GovDeals will provide on-site training, advertising, collect the proceeds and remit them to the City less the City's 7.5% fee. The only equipment required of the City is a digital camera and internet access. GovDeals, Inc. will notify the City when payment has been made and the Buyer will make arrangements with the City to pick up their item within ten days. GovDeals, Inc. will remit proceeds to the City weekly. GovDeals, Inc. has a \$5,000,000 crime policy to protect the City from loss of proceeds.

RESOLUTION NO. _____

A RESOLUTION AWARDDING RFP #10-09 AND AUTHORIZING A CONTRACT WITH GOVDEALS, INC. OF MONTGOMERY, ALABAMA FOR THE PROVISION OF ON-LINE AUCTION SERVICES FOR DISPOSITION OF SURPLUS OR OBSOLETE CITY PROPERTY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #10-09 and authorizes a contract, a copy of which is attached as Exhibit "A," with GovDeals, Inc. of Montgomery, Alabama for the provision of on-line auction services for disposition of surplus or obsolete city property.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and GovDeals, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

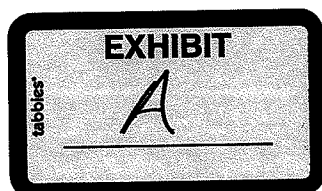
WHEREAS, City has previously determined that it has a need for AUCTION SERVICES FOR INTERNET SURPLUS SALES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 10-09 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to GovDeals, Inc.; and

WHEREAS, GovDeals, Inc. has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** GovDeals, Inc. hereby agrees to provide the City with AUCTION SERVICES FOR INTERNET SURPLUS SALES, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.
2. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.
3. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of one (1) year, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for four (4) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Fayetteville City Council.



4. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.

5. **Assignment and Subcontracting:** GovDeals, Inc. shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, GovDeals, Inc. shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to GovDeals, Inc. of the intent to cancel, or with cause if at any time GovDeals, Inc. fails to fulfill or abide by any of the terms or conditions specified.

Failure of the GovDeals, Inc. to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify GovDeals, Inc. of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

7. **Compensation:** GovDeals, Inc. will collect all auction proceeds from the winning bidder. The winning bidder will be charged a five percent (5%) "Buyer's Premium" on the total sales price of all items sold. GovDeals, Inc. will remit gross auction proceeds weekly to the City, less the GovDeals, Inc. 7.5% auction fee, applicable sales taxes, if any, and the five percent (5%) "Buyer's Premium" for all items paid for and picked up in the previous week. City's auction fee will be a \$5 minimum for each item that successfully sells.

8. **Permits & Licenses:** GovDeals, Inc. shall secure and maintain any and all permits and licenses required to complete this contract.

9. **Minimum Insurance Requirements:** *GovDeals, Inc.* shall maintain in full force and effect a Commercial Insurance Policy with a limit of \$5,000,000.00 throughout the term of this contract to protect the City against any loss of funds. *GovDeals, Inc.* shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. *GovDeals, Inc.* must provide a Certificate of Insurance evidencing such coverage prior to commencement of any work under this contract. *GovDeals, Inc.* shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as *GovDeals, Inc.*

10. **Indemnification:** *GovDeals, Inc.* shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said *GovDeals, Inc.*; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of *GovDeals, Inc.*; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by *GovDeals, Inc.* represents specific consideration for this indemnification obligation.

11. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

12. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

14. **Freedom of Information Act:** Documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, *GovDeals, Inc.* will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

15. **Documents Composing Contract:** The contract shall include this Agreement for Auction Services FOR INTERNET SURPLUS SALES, as well as the following documents, which are incorporated herein by reference.

- a. **Appendix A:** City of Fayetteville's Request for Proposal and all of its addenda and attachments issued on Thursday, May 13, 2010; and
- b. **Appendix B:** GovDeals, Inc.'s Online Auction Memo of Understanding;
- c. **Appendix C:** GovDeals, Inc.'s Proposal, in response to RFP 10-09; and
- d. **Appendix D:** GovDeals, Inc.'s Certificate of Insurance as required, listing the City as an additional insured;

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

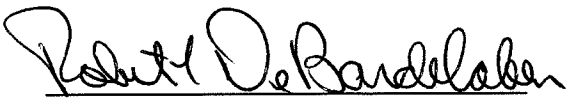
WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk


GovDeals, Inc.

BY ROBERT L. DeBARDELABEN
NAME AND TITLE PRESIDENT


ATTEST: COMPANY SECRETARY
5907 CARMICHAEL PLACE

MONTGOMERY, AL 36117
BUSINESS ADDRESS



Appendix A
RFP #10-09 GovDeals, Inc.
~~NO SIGNATURE REQUIRED~~
~~- For informational only~~

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

REQUEST FOR PROPOSAL: RFP 10-09, Online Auction Services

DEADLINE: Friday, June 04, 2010 at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, May 13, 2010

REQUEST FOR PROPOSAL **RFP 10-09, ONLINE AUCTION SERVICES**

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-09, Online Auction Services" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 10-09, Online Auction Services
Advertisement

The City of Fayetteville, Arkansas, invites qualified vendors to submit responses to its Request for Proposal (RFP) for Online Auction Services. The purpose of this RFP is to solicit competitive sealed proposals from a vendor/company to provide an internet-based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles.

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Friday, June 04, 2010 at 2:00 PM**, Central Standard Time. No late proposals shall be accepted.

Proposal forms must be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the RFP process should be directed to Andrea Foren at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposers shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Ark. Code Annotated 22-9-203, the City of Fayetteville encourages all qualified small, minority and women business enterprises to proposal and receives contracts for goods, services, and construction. Also, City of Fayetteville encourages all prospective Proposers to subcontract portions of their contract to qualified small, minority, and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB

Title: Purchasing Agent

Ad date: 05/14/2010

City of Fayetteville
RFP 10-09, Online Auction Services
Appendix

SECTION:	PAGE NUMBER
Cover Page	1
Advertisement	2
SECTION A: General Conditions	3
SECTION B: Special Conditions	11
SECTION C: Scope of Services and General Information	13
SECTION D: Vendor References	15
SECTION E: Statement of Disclosure	17
SECTION F: Authorized Negotiator Information	18
SECTION G: Addendum Acknowledgement Form	19
SECTION H: Draft Agreement/Contract	20
Statement of No-Submittal	24
ATTACHMENTS:	# OF PAGES
Appendix A: Listing of Current Surplus Equipment	1

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION A: General Conditions

1. SUBMISSION OF PROPOSAL:

- a. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- b. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- c. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- e. Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer must furnish a reference list of at least four (4) clients for whom they have performed similar services and must provide information as requested in this document.
- f. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City" which states the following:
 - i. *An employee of the City shall be permitted to conduct business with the City, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does NOT exceed \$500.00.*
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

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

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

20. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the Proposer even if the hourly work actually performed by the Proposer would not justify such fee. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

21. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

23. NON-EXCLUSIVE CONTRACT:

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

24. LOBBYING:

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

25. ADDITIONAL REQUIREMENTS:

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

26. ADD OR DELETE LOCATIONS OR SERVICES:

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

27. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

28. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

29. OTHER GENERAL CONDITIONS:

- a) Proposer is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each Proposer should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Proposers must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- e) The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
- i) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- j) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- k) "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
- l) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- m) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

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

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION B: Special Conditions

1. **OBJECTIVE:**

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals from a vendor/company to provide an internet-based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles.

2. **PROPOSAL REQUIREMENTS:**

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Proposal should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) original copies of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe pdf documents is strongly recommended but not required. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees.

3. **EVALUATION CRITERIA:**

The following criteria will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.
- 4) 25% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.
- 5) 10% **Price:** Complete pricing to the City for all services described herein. Vendors should provide a listing of all available collection devices with pricing options on a per unit basis.

4. **PERIOD OF CONTRACT:**

Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of TWO (2) years, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for three (3) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Fayetteville City Council

5. **OPTION OF RENEWAL:**

This contract may be renewed from the City and successful Proposers, for four (4) additional one (1) year periods beyond the contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Fayetteville City Council.

6. **PRE-PROPOSAL CONFERENCE:** Not Applicable

7. **PROPOSAL DEPOSIT HELD TO ENSURE PERFORMANCE:** Not Applicable

8. **PROPOSAL SUBMITTAL COPIES:**

All Proposers are required to submit six (6) originals of the proposal. In addition, one (1) electronic copy of all documents shall be submitted on a properly labeled CD. The use of Adobe (PDF) is highly recommended but not mandatory. All electronic copies shall be compatible with Adobe and Microsoft Windows applications.

9. **ITEMS TO BE RETURNED WITH PROPOSAL:**

- a. Cover Sheet – signed and completed
- b. SECTION D – Vendor References
- c. SECTION E – Statement of Disclosure
- d. SECTION F – Authorized Negotiator Information
- e. SECTION G – Addendum Acknowledgement Form (If Applicable)
- f. Statement of No Submittal (If Applicable)

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION C: Scope of Services and General Information

1. **OBJECTIVE:**

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for a vendor to provide an internet-based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles. Miscellaneous surplus equipment includes but is not limited to computers, monitors, printers, tools, construction equipment, furniture, air pack breathing systems, etc. Surplus vehicles includes but is not limited to automobiles, boats, trucks, dump trucks, trailers, forklifts, tractors, backhoes, street sweepers, lawn equipment, fire trucks, etc.

The City of Fayetteville Fleet Division manages the vehicle replacement program for the City. Vehicles are evaluated for replacement when a combination of these conditions exists:

- Accrues approximately 5,000 hours or 100,000 - 150,000 miles (depending on equipment)
- Reaches 4-10 years of age (depending on equipment, mower vs. heavy solid waste truck)
- Has exhausted its economic value
- Has severe body and chassis deterioration

The disposal of surplus equipment is the responsibility of the Purchasing Division with coordination of various divisions and departments throughout the City. Each division or department will report its surplus equipment to the Purchasing Division. All divisions, department directors, elected officials, City employee, or other government agencies can review the surplus and request to have the property transferred. If there are no requests, or the request is not approved, the equipment will be offered to the public through auction.

Historical information for past auctions is listed below. A listing of current surplus *vehicles* is provided in "Appendix A – Listing of Surplus Vehicles. Please be aware, Appendix A does not contain miscellaneous *equipment*."

2009 = No Auction Held (waiting for Online Auction Provider).
2008 = \$318,365
2007 = \$279,725
2006 = \$358,975

2. **REQUIREMENTS:**

- a. The Proposer shall provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to the on-line auction process.
- b. Be experienced at auctioning via the internet; have considerable knowledge of the advertising media in prospective markets and must possess the capability to demonstrate adequate municipal and governmental experience. Proposers must clearly specify their experience, pertaining to this service, in their proposal response.
- c. During the auction process, the following terms and conditions shall be in place for all bids:
 - i. The City of Fayetteville reserves the right to reject any and all bids. When a buyer defaults on his/her bid, the successful Proposer's software must have the capability of disallowing (banning) such person from bidding on future City surplus bids.
 - ii. If a dispute arises between two or more bidders, the City may decide the dispute or may immediately put the item(s) up for sale again, and resell to the highest bidder. The decision of the City shall be final and absolute.

3. **DELIVERABLES:**

- a. Proposers shall provide a description of the functionality provided by your proposed solution. The City is interested in solutions that provide flexibility in how the auction can be conducted. The following functionality is preferred:
 - i. Ability to have multiple line items per lot (ex: computers);
 - ii. Ability to have one asset per listing (ex: vehicles);
 - iii. Ability to have multiple lots per auction (ex: 10 line items for equipment and 5 line items for vehicles);
 - iv. Ability to add sales tax (currently at 9.25%) to applicable winning bids;
 - v. Ability to structure an auction for various scenarios such as:
 1. Ability to list specific times for public viewing and different times for pick-up of the equipment
 2. Ability to list multiple locations and complete descriptions including terms of sale;
 3. Ability for multiple starting and ending times;
 4. Provide auction detail and summary data;
 5. Detailed reporting and records in electronic format
- b. Provide information about the technical and non-technical support features of your proposed solution. Where applicable, please include information about such issues as:
 - i. Training
 - ii. Consulting
 - iii. Technical Support
 - iv. Help Desk
 - v. Maintenance
 - vi. Implementation & migration services
 - vii. Account Representatives
 - viii. Ability to assist with initial large quantities of surplus
- c. The successful Proposer must provide the City with complete records of all transactions to include identification of each item sold, the name of the successful bidder, including the complete address, phone number, e-mail address, & sale amount of the item (s) won. The successful Proposer must separately provide the City with a certificate of sale (seller's certificate) and the successful buyer with a buyer's certificate. Vendors shall list any capabilities to track sales by division or department internally, within the software.
- d. The successful Proposer must maintain an inventory of all items listed for sale and provide the City with a monthly report to include the number of bids received and the winning bid amount. In addition, the successful Proposer must have a back-up system to cover emergencies.
- e. Provide training and instruction to the City pertaining to implementation of the auction process and to any potential buyers on how to bid using the on-line auction system at no additional cost to the City or the potential buyers.
- f. Provide real-time monitoring of the auction(s) in progress.

4. **SUBMITTALS:**

Proposals shall include all the information requested in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at a minimum:

- a. A brief history of the company, including organizational structure, ownership interest, present status and projected corporate direction
- b. Active customers (cities, counties, State)
- c. The firm's overall qualifications to provide the services requested

- d. The qualifications of the firm's employees who will work on this contract
- e. Number of years in operation under present name or previous name(s) and the number of years of business for each providing services required by this RFP.
- f. Include copies of previous and recent (within the past year) newspapers, publications, radio/television, internet, and mail advertising.
- g. Include a section specifically addressed at price. The pricing section shall include all related costs and fees, included but not limited to training, set up, commission, etc. Fees not listed in this section shall not be charged to or paid by the City of Fayetteville.

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION D: Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: _____

BUSINESS ADDRESS: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY
PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION E: Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name

Signature

Date

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION F: Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: _____

Signed: _____

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION G: Addendum Acknowledgement Form

Please acknowledge receipt of addenda for this invitation to bid or request for proposal by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in the section above. Failure to do so may result in being considered non-responsive.

Information regarding addenda issued is available on the City of Fayetteville website under the Purchasing Division at www.accessfayetteville.org by selection "Bid's, RFP's, and RFQ's" under the "Business" heading.

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION H: Draft Agreement

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Contractor. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for AUTCION SERVICES FOR INTERNET SURPLUS SALES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 10-09 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed: Contractor hereby agrees to provide the City with AUCTION SERVICES FOR INTERNET SURPLUS SALES, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service: Services shall be performed in a timely manner, as specified in the RFP.
3. Term of Agreement: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of TWO (2) years, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for three (3) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Fayetteville City Council.
4. Amendment of Contract: This Contract may be amended only by mutual agreement of the parties.

5. Assignment and Subcontracting: Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Contractor shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation: The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to Contractor of the intent to cancel, or with cause if at any time Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

7. Compensation: As compensation for Contractor providing services to the City as described herein, the City shall pay Contractor in arrears, based on the submission of invoices for work completed and properly authorized.

8. Permits & Licenses: Contractor shall secure and maintain any and all permits and licenses required to complete this contract.

9. Minimum Insurance Requirements: Contractor shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. Contractor must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as Contractor.

10. Indemnification: Contractor shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Contractor represents specific consideration for this indemnification obligation.

11. Governing Law & Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

12. Severability: The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

14. Freedom of Information Act: Documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as

prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

15. Documents Comprising Contract: The contract shall include this Agreement for AUCTION SERVICES FOR INTERNET SURPLUS SALES, as well as the following documents, which are incorporated herein by reference.

- a. City of Fayetteville's Request for Proposal and all of its addenda and attachments issued on _____, 2010;
- b. Contractor's Certificate of Insurance as required, listing the City as an additional insured;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR

BY _____
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Fayetteville, Arkansas ("Client"), having its principal place of business at 1130 W. Mountain, Fayetteville, AR 72701.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 6.0 below:
 - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Option B1 (7.5% Seller- 5% Buyer)
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- A. 4
Auctioneers, Inc.
Page 32 of 100
- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws and jurisdiction of **Washington County, Arkansas**.
- 8.0 **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids in addition to GovDeals services. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site.

This online auction memo of understanding is agreed to by both parties as part of this contract.

Memo of Understanding Contact:

Attention: Sales Support
5907 Carmichael Place
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

 **Option B1:** The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.

*Subject to a minimum per asset/lot fee of \$5.00.

If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Andrea Foren, Purchasing Agent
Name and Title

E-Mail Address:

aforen@ci.fayetteville.ar.us

Phone Number:

479.575.8220

If payment will be made by ACH, please provide the following information:

Name of Bank	N/A – Will not be ACH
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

If payment will be made by paper check, please provide the following information:

Make check payable to:

City of Fayetteville
Client's Legal Name

Mail check to:

113 W. Mountain - Room 306 (Archasing)
Street Address / P.O. Box Number

Fayetteville, AR 72701
City, State and Zip Code

☐ Please check here *only* if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.

Client Name

Fayetteville, Arkansas

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” The **City of Fayetteville, Arkansas (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a **Buyers Premium** is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the **GovDeals** Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard

- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



Responds to

REQUEST FOR PROPOSAL NUMBER 10-09

For

ONLINE AUCTION SERVICES

To

CITY OF FAYETTEVILLE, ARKANSAS

DUE JUNE 4, 2010

GovDeals, Inc.

5907 Carmichael Place ■ Montgomery, Alabama 36117
Phone: (800) 613-0156 ■ FAX: (334) 387-0519 ■ Web Site: www.govdeals.com



GovDeals, Inc.
5907 Carmichael Place ■ Montgomery, Alabama 36117
Tel: (800) 613-0156 ■ FAX: (334) 387-0519 ■ www.govdeals.com

June 2, 2010

Andrea Foren, CPPB
Purchasing Agent
City of Fayetteville
Purchasing Division – Room 306
1130 W. Mountain
Fayetteville, AR 72701

Reference: Request for Proposal Number 10-09 – Online Auction Services

Dear Ms. Foren:

GovDeals, Inc. (GovDeals) is very pleased to have this opportunity to respond to City of Fayetteville's (City) Request for Proposal number 10-09 for Online Auction Services.

The GovDeals Online Auction System and related services were developed by people with government surplus experience exclusively for government organizations. Online Auction Services are the only services we provide our government clients. GovDeals was incorporated as a "C" Corporation December 20, 1999 with Federal ID Number 63-1241096. In addition to providing an exceptional online platform for auctioning the City's surplus property to the general public, GovDeals offers a multi-tiered asset reallocation capability. Our no-cost reallocation component is a powerful tool that can be used to manage internal re-distribution of the City's surplus equipment among other City agencies, to other governments or to non-profit organizations. Items that are not claimed for reallocation automatically move to the GovDeals public auction site to be auctioned to the general public.

The GovDeals auction system is completely web-driven. The only requirement for the City to conduct their online auctions is an inexpensive digital camera and access to the internet via a common web browser. There is no software to load or maintain and GovDeals takes full responsibility for maintaining a high quality auction website that is available to bidders 24 hours a day, 7 days a week. GovDeals exponentially increases competition for and the amount of money obtained for surplus, abandoned and confiscated items because our service includes free local, national and international advertising and promotions that are designed to attract targeted buyers to our clients' surplus items. GovDeals currently maintains a bidder base of over 188,000 verified and registered bidders.

GovDeals' services include top quality customer service. Our regionally based Customer Service Representatives are available for on-site or web-based training and ongoing customer support. In addition, we provide toll-free help desk support. A complete audit-trail of all transactions placed on GovDeals is available to ensure transparent surplus sales, inventory management and bidding and reports can be generated by date range and item types. As a consequence, over three thousand and fifty (3,050) public sector organizations are currently using the GovDeals web-based internet auction support services to successfully redistribute and dispose of surplus, unclaimed and confiscated assets via tens of thousands of registered bidders.

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GovDeals' personnel is happy to meet with you at your convenience to discuss the attached information, provide additional information or set up a demonstration. We look forward to hearing from you, and should you have any questions or wish to discuss this information in more detail, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. DeBardelaben", followed by a long horizontal flourish.

Robert L. DeBardelaben

President

Telephone: 800-613-0156, Ext. 4454

Email: bdebardelaben@govdeals.com

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1. OBJECTIVE:

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for a vendor to provide an internet-based surplus property management and on-line auction services for the sale of miscellaneous surplus equipment and vehicles. Miscellaneous surplus equipment includes but is not limited to computers, monitors, printers, tools, construction equipment, furniture, air pack breathing systems, etc. Surplus vehicles includes but is not limited to automobiles, boats, trucks, dump trucks, trailers, forklifts, tractors, backhoes, street sweepers, lawn equipment, fire trucks, etc.

EXECUTIVE SUMMARY

GovDeals appreciates the opportunity to respond to the City of Fayetteville's (City) Request for Proposal Number 10-09 for Online Auction Services. We thoroughly read the RFP and we agree with all the terms and conditions and are confident we can meet all requirements requested.

GovDeals proposes a time tested and proven turnkey online auction system that will augment the City's surplus property operation. The knowledge and experience that GovDeals has acquired during ten (10) highly successful years in business will enable us to help the City move large amounts of surplus assets efficiently, securely, quickly and with total transparency.

The City will have complete control of its auction listings with regard to setting starting prices, bid increments, reserve prices and beginning and ending dates and times. Even though the City will have the ability to manage the entire auction process, GovDeals is always available in person, via email or telephone to assist the City with any questions or advice needed. GovDeals does not require its auctions to be absolute, but allows its clients to set reserves if a certain value is required. If an auction does not meet the set reserve price, the City is under no obligation to sell the item or pay any auction fee.

In addition, GovDeals proposes to maximize revenues for all items posted to www.govdeals.com. Based on independent net result studies conducted by several large GovDeals' clients, they receive on average, 20%-40% more for their assets sold on www.govdeals.com when compared to traditional auction resources and other online auction systems. Increased prices gained through online auction companies are directly related to the number of auction participants and visitors to an online auction site. Please review the volume of "Unique Visitors" and number of total "Visits" to www.govdeals.com when compared to other online auction companies as displayed in the graphs in **Attachment E**. This independent website, www.compete.com, calculates the number of visitors to a website on a monthly basis. Anyone can go to www.compete.com and enter a website URL to verify the number of visits.

During the ten (10) plus years GovDeals has been in business we have assisted over 3,050 government clients in conducting over 285,700 online auctions that produced over \$327,500,000 in gross surplus sales. GovDeals will expose the City's surplus property to over 188,000 plus GovDeals' verified and active registered bidders and through a link to our sister site, www.govliquidation.com, have the ability to expose the City's surplus property to 1.2 million bidders worldwide.

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Fayetteville, Arkansas

Online Auction Services

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GovDeals agrees to make available to all Government agencies, departments, municipalities and counties, the proposal prices submitted in accordance with this proposal and with the identical Terms and Conditions provided to the City. Also, GovDeals offers an Annual Volume Rebate Program to the City which, when combined with other cooperative governments using the contract, could produce a cash rebate to the City and each participating government choosing to use the contract through the cooperative venue. Please review in detail the Annual Volume Discount Program Agreement located in **Attachment G**.

The service proposed by GovDeals meets and exceeds the specification and technical requirements of the City's RFP.

Affirmation By:



Robert L. DeBardelaben
President

June 2, 2010
Date

2. REQUIREMENTS:

- a. **The Proposer shall provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to the on-line auction process.**

Response:

GovDeals will provide and maintain all software and hardware needed to manage all aspects of the online auction system. Once an asset is loaded to the GovDeals system, it can be tracked from the time it is posted until it is sold and then can be located as a sold item in many of GovDeals' standard reports.

- b. **Be experienced at auctioning via the internet; have considerable knowledge of the advertising media in prospective markets and must posse the capability to demonstrate adequate municipal and governmental experience. Proposers must clearly specify their experience, pertaining to this service, in their proposal response.**

Response:

GovDeals was incorporated December 20, 1999 and conducted its first live online auction in April 2001. Since that time GovDeals has assisted over 3,050 government clients in conducting over 285,700 online auctions that have produced over \$327,500,000 in surplus sales. GovDeals employs a fully staffed Marketing Department that is very experienced in advertising and other marketing media to market the City's surplus assets. Please see a

complete overview of the marketing provided to our clients in the submittals section below at **4.f.**

- c. **During the auction process, the following terms and conditions shall be in place for all bids:**
- i. **The City of Fayetteville reserves the right to reject any and all bids. When a buyer defaults on the successful Proposer's software must have the capability of disallowing (banning) such person from bidding on future City surplus bids.**

Response:

The City has the capability through statements in its Terms and Conditions to reject any and all bids placed and to withdraw any posted item from the live auction at any time it chooses. If a bidder defaults on an item by either not paying or picking up an item, the City has the capability to lock the bidder from bidding on any future City surplus property.

The City's Terms and Conditions will be posted with each asset. When a bidder places their first bid on a particular asset, the City's Terms and Conditions will be displayed for the bidder to read and agree to. If the bidder does not select agree, their bid will be rejected. Once the agree button is selected, the bid is accepted and all future bids by the same bidder will be accepted on this particular asset.

Please review an example of GovDeals' standard Terms and Conditions in **Attachment C**. These standard Terms and Conditions (T&Cs) have served both GovDeals and our clients well over the past ten (10) years. We suggest these (T&Cs) be used by the City. However, if the City's legal counsel suggest changes be made to meet certain City legal requirements, we will make the changes required.

- ii. **If a dispute arises between two or more bidders, the City may decide the dispute or may immediately put the item(s) up for sale again, and resell to the highest bidder. The decision of the City shall be final and absolute.**

Response:

The GovDeals auction system is programmed so that only one bidder can be selected therefore, there are very few bidder disputes between two or more bidders. However, if there is a dispute, we will assist the City in determining who the winning bidder is and communicate the final results to each bidder concerned. The City also has the final decision to resell to the highest bidder or relist the item for sale. The City's decision shall be final and absolute in all dispute matters.

3. DELIVERABLES:

- a. Proposers shall provide a description of the functionality provided by your proposed solution. The City is interested in solutions that provide flexibility in how the auction can be conducted. The following functionality is preferred:**

- i. Ability to have multiple line items per lot (ex: computers);**

Response:

The GovDeals system provides the City the ability to list multiple line items per lot.

- ii. Ability to have one asset per listing (ex: vehicles);**

Response:

The GovDeals system provides the City the ability to list one asset per listing.

- iii. Ability to have multiple lots per auction (ex: 10 line items for equipment and 5 line items for vehicles);**

Response:

The GovDeals system provides the City the ability to have multiple lots per auction and will assist and train the City how we recommend the listings should be displayed for maximum results.

- iv. Ability to add sales tax (currently at 9.25%) to applicable winning bids;**

Response:

The GovDeals system provides the City with a sales tax entry box to enter sales tax rates. When the auction closes, the sales tax is computed on the high bid amount and is listed separately on the bidder's notification. The computed tax is added to the gross sale amount to display to the winning bidder the total amount owed the City, including the sales tax.

A report is also generated in the City's account that will list the sales tax collected for each item sold. This report can be viewed online or printed in date range order to assist the City in preparing sales tax returns. This report can be viewed in

Attachment B.

- v. Ability to structure an auction for various scenarios such as:**

- 1. Ability to list specific times for public viewing and different times for pick-up of the equipment**

Response:

Most items posted on www.govdeals.com are listed from seven (7) to ten (10) days. This allows all bidders a chance to locate the items posted and gives the GovDeals Marketing Department time to market the listed items.

The GovDeals system provides a special instructions section on the asset sheet where the City can notify the bidder of the specific date and time they can inspect or view an item for sale and also a specific date and time the item won can be picked up. Most GovDeals sellers allow the winning bidder five (5) business days to pay and ten (10) business days to pick up an item won.

2. Ability to list multiple locations and complete descriptions including terms of sale;

Response:

The GovDeals system will give the City the ability to list multiple locations and allows two thousand (2,000) characters to describe an item. The asset entry sheet also provides specific entry boxes to list important items about an asset such as year, make, model, mileage or hours run and VIN number or Serial number.

3. Ability for multiple starting and ending times;

Response:

During training, the GovDeals Client Services Representative (CSR) will train all City employees who will be involved with posting assets, the most efficient method to set multiple starting and ending times for auctions where there are multiple items to list.

Setting start and end times is one of the most important aspects of the auction process, and if done correctly, will allow the same bidder the opportunity to bid on multiple listings that are closing on the same day or within the same hour.

4. Provide auction detail and summary data;

Response:

The GovDeals system will allow the City to list all the detail needed to provide the bidder with adequate information to place a bid. Once the auction ends, all the information listed on the asset sheet is saved in the City's account in numerous reports that gives detailed information regarding the sale and also provides summary detail in GovDeals' many standard reports. Please review all GovDeals standard reports in **Attachment B.**

5. Detail reporting and records in electronic format;

Response:

The City will have 24/7 access to an array of standard reports that will give the City ability to track all items from the time they are loaded to the GovDeals system until they are sold and the auction proceeds are collected. Each of the reports can be printed in their current format or exported into Excel or comparable smart spreadsheets. Also, each report can be viewed online or printed in date range order. A description of GovDeals' standard system reports are given below. Please see examples of all standard system reports in **Attachment B**.

Sold Assets Report – This report provides a quick summary of all assets sold by selected date range. The "Sold Asset Report" displays the bidder name, asset number, inventory ID number, description, category, starting price, final sales price, number of bids received and auction end date and time. Also, the reports display the total sales amount for the period selected.

Asset Pricing Report – This is a drill down report that gives the ability to select previously sold items in a specific date range by category or from the time the client began using GovDeals. As an example, if the user requires sales information from the Automobile Category on all Ford Crown Victorias sold that were manufactured in the year 2003, the user will select the automobile category, make, model and year and submit the request after each selection. The report would then display all 2003 Ford Crown Victoria models in the date range selected and display for each vehicle the asset number, make, model, year, mileage, short description, auction end date, number of days at auction and the final sales price. This is a great report to quickly determine what a particular automobile is selling for in a particular year, etc.

Status Report – This report provides the ability to quickly display the status of all items that have been loaded into a client's password protected account but have not yet been auctioned. It also allows clients to produce a report of all items that have been sold. The items on this report include all information on the asset as well as the photos. The most popular statuses selected on this report are sold on auction, hold, sent to auction, reserve not met, withdrawn from auction and request for credit complete.

Paid For/Picked Up Reports – These reports allow the client to track the payment and pick-up of sold assets. Reports can be generated that show all items sold that have not been paid for, all items sold that have been paid for, but not yet picked up, and all items sold that have been paid for and picked up. All the printed or online views of these reports display item ID, inventory number, auction end date and time, high bid amount, sales tax, additional fees, if any, and status (paid, payment pending, paid and picked up).

- b. Provide information about the technical and non-technical support features of your proposed solution. Where applicable, please include information about such issues as:**

i. Training

Response:

Within 24 hours after notice of contract award, GovDeals' contract department will establish an account or accounts for the City to use in managing their auction program. We prefer to perform our initial training onsite in order to present a more comprehensive overview of how our system functions, and to get to know personally the City's employees we will be working with.

GovDeals can, however, provide the initial training via the Internet using our WebEx training software. The training time and format may vary depending on the number of personnel to be trained, facilities available for training and computer knowledge of the employees to be trained. Any employee who has a working knowledge of how to send and receive emails can be trained to use the GovDeals online auction system.

Once the City assigns a Point of Contact (POC) for their account, the GovDeals contract department will send an email to the POC with instructions to contact the GovDeals Client Services Representative (CSR) to schedule a training date and time. There is no additional cost for training and the GovDeals CSR is available via email and cellular phone at all times if needed.

ii. Consulting

Response:

GovDeals has a fully staffed Help Desk, Marketing Department, Training Department, Sales Department, Accounting Department and IT Department. We employ forty nine (49) full time employees that are always available for consulting in person, via email or cellular phone during the City's regular business hours. There is never an additional cost for our consulting services.

In almost all situations the City's assigned local Client Services Representative or Sales Representative will be able to answer any situation or question the City may have. If they cannot assist you with a solution to your problem, they will pass it along to the GovDeals employee who can.

iii. Technical Support

Response:

GovDeals' fully staffed IT Department or your assigned local CSR will be able to assist the City with any technical support needed and usually will solve any problem within the same day help is requested.

iv. Help Desk

Response:

GovDeals provides a fully staffed Help Desk that is available to both sellers and buyers. The GovDeals' Help Desk toll free number is 800-613-0156 and email address is customerservice@govdeals.com. The Help Desk hours are Monday through Thursday 8:00 A.M. to 9:00 P.M. EST; Friday 8:00 A.M. to 7:00 P.M. EST; and Saturday 12:00 P.M. to 9:00 P.M. EST.

v. Maintenance

Response:

GovDeals provides all software and hardware maintenance required to keep the system up and running twenty-four (24) hours a day, seven (7) days a week. There are no additional costs to the City for this service.

vi. Implementation & migration services

Response:

GovDeals will send a Client Services Representative (CSR) to the City's site to train all City employees who will be involved in the online auction process. A typical training, implementation and migration of services will be similar to the one outlined below:

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Fayetteville, Arkansas

Online Auction Services

June 4, 2010

#	Task	Resources Required		Duration
		Government Seller	GovDeals	
1	Execute agreement	Executive	Executive	As required
2	Appoint project staff - The City Project Manager - Assigns personnel - Approval authority for project - The City Account Administrator - The City Security Administration - Enter assets - Sets auction criteria GovDeals Project Manager - Key contact for The City - Provides The City training	Executive	Executive	As required
3	System setup: Enterprise Business Server User account	POC	Project Manager Systems Personnel	1 hour
4	Determine Data for Press releases Finalize The City Terms and Conditions	Executive or Designee	Project Manager	As required
5	Organizational meeting (on-site): - Establish project schedule and team - Establish project goals - Develop marketing strategy	POC and Acct. Administrator Surplus Property Manager	Project Manager	1 – 2 hours
6	System setup: Client Asset Server (CAS) - User account - Establish hyperlinks to govt. Websites	Project Manager CAS Administrator/POC Network personnel	Project Manager Systems personnel	1 – 2 hours
7	Determine and set-up initial City Account Users in Client Asset Server (CAS)	POC CAS Administrator	Project Manager	½ - 1 hour
8	Identify "lead" CAS users/trainers	POC/Administrator	Project Manager	As required
9	Train the trainers	POC/ Administrator CAS "lead" users	Project Manager	2 hours

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Fayetteville, Arkansas

Online Auction Services

June 4, 2010

#	Task	Resources Required		Duration
		Government Seller	GovDeals	
10	Train other users	CAS "lead" users CAS users		As required
11	Enter assets - Develop item descriptions - Enter data into CAS - Take and load digital pictures	POC/Administrator Surplus Manager CAS users	Project Manager <i>(GovDeals will assist the City with initial data collection and data entry of existing surplus property)</i>	GovDeals on-site support as needed
12	Develop marketing campaign - Internal (transfers) - Direct mail (current surplus Buyers) - Advertising (internal, local, regional, national) - Press releases - Internet (hyperlinks, search engines, etc.)	Project Manager Public Information Officer	Project Manager Director of Marketing	2 hours
13	Conduct auction - Internal redistribution/ Re-allocation - Restricted transfer/sale – Long Guns - Unrestricted sale to general public	(Monitor/review)	Customer Support and Assigned Client Services Representative, (CSR)	Continuing
14	Evaluate results	POC/Administrator	Project Manager	As required

Implementation Notes:

- The above chart outlines the tasks and schedule for a typical installation. The requirements for each Client are unique and, therefore, each training and implementation plan will be developed to meet each Client's individual needs.
- One individual may serve multiple roles (i.e., the Project Manager/POC may also be the Client Asset Server (CAS) Administrator).
- Selected Tasks may be performed concurrently to reduce the overall implementation time.

vii. Account Representatives

Response:

Primary Contact Person

Roger Gravley - Vice President of Client Services
Montgomery, Alabama
Cell: 334-467-2411
Fax: 334-387-0519
Email: rgravley@govdeals.com

Roger Gravley has been associated with GovDeals since inception in 1999. Roger was the Vice-President of Professional Services for GovDeals parent company from 1994 to 2009. Roger was also a member of the original Board of Directors of GovDeals. Roger became the Vice President of Client Services for GovDeals in April 2009. Roger supervises the work of ten field level Client Service Representatives (CSRs) and one Administrative CSR. This group provides training and support to over 3,050 GovDeals clients in 45 states.

Field CSR

Judy Casteel
Sparta Missouri
Cell: 417-350-4150
Fax: 334-387-0519
email: jcasteel@govdeals.com

Judy Casteel has been with GovDeals as the Client Services Representative (CSR) for the state of Arkansas since November 2007. Judy is responsible for the training and support of 28 government clients in Arkansas that include nineteen (19) cities. Judy has an in depth knowledge of the GovDeals Client Asset Server (CAS) and best practices for on-line auctions to ensure the maximum return for surplus assets. Judy is dedicated to her clients and takes pride in seeing that their auctions are successful.

Admin CSR

Mike Presley
Montgomery, Alabama
Cell: 334-324-1355
Fax: 334-387-0519
email: mpresley@govdeals.com

Mike Presley has been with GovDeals as an Administrative CSR since July 2009. Mike's primary responsibility is support of the field level CSR team. Mike is the backup for clients if they cannot reach their assigned CSR and are in need of immediate assistance. Mike is also available to travel on site to assist clients in

listing assets when a client becomes overwhelmed with a volume of surplus. Mike has been in the customer service industry for over 10 years.

Sales Representative

Carol Wollard
Springfield Missouri
Cell: 417-459-6057
Fax: 334-387-0519
Email: cwollard@govdeals.com

Carol Wollard has been with GovDeals as the Arkansas Sales Representative since May 2008 and is responsible for client relations and new sales in the State of Arkansas, Missouri, Kansas and Oklahoma. Carol came to GovDeals with many years of sales experience providing services to local and state government entities in her assigned territory. Carol understands the government procurement process and is our client's point of contact regarding contractual matters.

viii. Ability to assist with initial large quantities of surplus

Response:

During the initial training, the Client Services Representative (CSR) will be available to assist the City with cataloging and loading large quantities of surplus at no additional charge. In the future, and based on the quantity of items to be posted, a mutual decision will be made between the City and GovDeals if an additional fee should be charged to help the City catch up with large quantities of surplus. In most cases, and with adequate notice, GovDeals will lend assistance at no additional charge.

c. The successful Proposer must provide the City with complete records of all transactions to include identification of each item sold, the name of the successful bidder, including the complete address, phone number, e-mail address, & sale amount of the item (s) won. The successful Proposer must separately provide the City with a certificate of sale (seller's certificate) and the successful buyer with a buyer's certificate. Vendors shall list any capabilities to track sales by division or department internally, within the software.

Response:

At the conclusion of each auction, the GovDeals system will automatically email the City a "Seller's Certificate" and the winning bidder a "Bidder's Certificate". The certificates will give the City and the winning bidder adequate contact information to finalize the transaction with regard to payment and pick up details.

The GovDeals system will provide the City with division or department reports and departmental billing, if required. The system will also provide the City with an array of standard reports that will provide complete records of all auction transactions and information on items sold and

successful bidder information. Please see a description of these reports in **Section 2, Deliverables, a,v,5** above. Also, please review GovDeals' standard reports in **Attachment B**.

d. The successful Proposer must maintain an inventory of all items listed for sale and provide the City with a monthly report to include the number of bids received and the winning bid amount. In addition, the successful Proposer must have a back-up system to cover emergencies.

Response:

The City can access their GovDeals account and view online or print all inventory records of items listed for sale and items sold. The GovDeals "Sold Asset" report will display the number of bids received, the winning bid amount, the winning bidder, etc. This report can be accessed monthly or any date range chosen.

The GovDeals system is housed offsite in a secure hosting facility with redundant backup features that can be accessed in case of software or hardware failure. Since beginning business in 1999, the GovDeals system has been up and running 99.99% of the time.

e. Provide training and instruction to the City pertaining to implementation of the auction process and to any potential buyers on how to bid using the on-line auction system at no additional cost to the City or the potential buyers.

Response:

As already discussed above in **Section 2, Deliverables, b, i & vi**, training and implementation will be conducted on site or via the internet through GovDeals internet software module, WebEx. There is no additional charge to the City for training. Bidders have access to posted Frequently Asked Questions (FAQs) on the live auction site. For clarification of situations not discussed in the FAQs, the bidders have access to GovDeals' fully staffed Help Desk via toll free number and email address posted on the live auction site.

The GovDeals' Help Desk toll free number is 800-613-0156 and email address is customerservice@govdeals.com. The Help Desk hours are Monday through Thursday 8:00 A.M. to 9:00 P.M. EST; Friday 8:00 A.M. to 7:00 P.M. EST; and Saturday 12:00 P.M. to 9:00 P.M. EST.

f. Provide real-time monitoring of the auction(s) in progress.

Response:

The GovDeals system provides real-time monitoring for all bids in progress. As bids are placed the high bid amount is shown immediately as well as the number of bids placed, time remaining, high bidder's user name and total number of unique visitors who viewed the item.

4. SUBMITTALS:

Proposals shall include all the information requested in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at a minimum:

a. A brief history of the company, including organizational structure, ownership interest, present status and projected corporate direction

Response:

GovDeals was incorporated December 20, 1999 in the State of Delaware as a for profit "C" type corporation. GovDeals was purchased on January 1, 2008 by Liquidity Services, Inc. (LSI), a publicly traded NASDAQ (LQDT) company and is now a wholly owned subsidiary of LSI. LSI is a financially strong, debt free company that has contracts with the Federal Department of Defense (DOD) to auction their surplus property and scrap metal. LSI also auctions overstocks, returns and damaged goods for such retail stores as Best Buy and Wal-Mart.

GovDeals is very strong subsidiary of LSI and its future plans are to build on its success as the leading online auction company for the sale of state and local government surplus.

b. Active customers (cities, counties, State)

Response:

The total clients in the above categories are:

State	11
County	468
City	<u>1,317</u>

Total	1,796
--------------	--------------

The balance of GovDeals over 3,050 clients are made up of school systems, fire departments, government authorities, utilities and miscellaneous government entities. Please see Client References in Attachment A.

c. The firm's overall qualifications to provide the services requested

Response:

GovDeals is a financially strong corporation that only provides surplus auction services to government entities. Over its ten (10) years of experience, GovDeals has implemented and

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Fayetteville, Arkansas

Online Auction Services

June 4, 2010

currently provides services to over 3,050 government entities such as Philadelphia, PA; Indianapolis, IN; Tallahassee, FL; Tampa, FL and many other large, medium and small city governments. For further verification of how qualified GovDeals is to provide the services requested, please logon to www.govdeals.com and view current auctions listed and the number of government entities that have items listed for auction on www.govdeals.com at that current time. While still logged on to the site, go to "Advanced Search" and select auctions sold over the past twelve (12) months to review items sold for all governments during this period.

d. The qualifications of the firm's employees who will work on this contract

Response:

Please review account representatives listed above on pages 11 and 12 for employees who will be directly responsible for providing services to the City.

e. Number of years in operation under present name or previous name(s) and the number of years of business for each providing services required by this RFP.

Response:

GovDeals has been in operation for over ten (10) years and began listing items for sale on www.govdeals.com in April 2001.

f. Include copies of previous and recent (within the past year) newspapers, publications, radio/television, internet, and mail advertising.

Response:

Marketing Overview

GovDeals employs a comprehensive marketing program aimed at identifying existing and new potential buyers of client assets and of achieving the highest possible prices for these assets. This program is at no additional costs to the City. These include:

Asset Specific Marketing

- All heavy trucks and heavy equipment are advertised in the print edition of Rock and Dirt and their on-line site www.rockanddirt.com. Also utilized is a print ad in the monthly Spanish-language publication rock and Dirt en Espanol. Additionally, GovDeals has a weekly advertising position in the nationally distributed print edition of Contractors Hotline and their online site www.contractorshotline.com. Several assets per week are advertised in these publications depending on auction timing. All other appropriate equipment is advertised in their respective online sites.
- Cars, trucks and Vans are advertised in the online site www.autotrader.com.

- Fire trucks, ambulances and associated apparatuses are advertised in www.1stresponder.com while garbage trucks are advertised in www.trashtrucksonline.com.
- Industrial equipment is advertised online in www.surplusrecord.com and www.equipmatching.com among others.
- For high value and unique assets, custom marketing plans are developed to ensure they are exposed to the appropriate target audiences. These asset types include helicopters, airplanes, large watercraft and various other high value assets. Specialty publications and sites are used to market these assets to the appropriate target audience. Two examples of specialty publications used are Trade-A-Plane (print) and online at www.tradeaplane.com. Other publications include www.boats.com, www.apolloduck.com and others as appropriate.

Bidder Database Marketing

GovDeals currently has over 188,000 verified and registered bidders in all 50 U.S. states and 68 foreign countries. As part of the marketing of each asset, emails are sent to previous bidders and buyers of that particular type of equipment. This highly focused bidder presence is the key to GovDeals success and is not available at local on-site auctions and as far as we know, any of our competitors' online auction services.

Local Marketing

All clients are encouraged to make their local population aware of their use of GovDeals. GovDeals' Marketing Department will assist with preparing initial and periodic press releases and newspaper ads. Additionally, strategic marketing efforts such as outdoor advertising and other marketing outlets are utilized, as needed. GovDeals can also provide outdoor banner(s) to our clients at no cost if there is a high traffic area in which they can be utilized.

National – Regional Advertising

National vertical media, as discussed above, are utilized on a weekly/monthly basis and focuses on specific assets. Regional marketing outlets such as area newspaper networks are utilized for strategic branding and client specific applications.

Employee Specific Marketing

GovDeals currently employs ten (10) regional Client Service Representatives and eleven (11) regional Sales Representatives who distribute information to potential bidders as they travel within the 45 states in which GovDeals services clients.

National Media Coverage

Through GovDeals parent company, Liquidity Services, Inc's public relations department, GovDeals periodically receives national broadcast and print media coverage. Just recently, due to a MSN Money story, GovDeals registered over 500 new bidders in one day. GovDeals normally registers an average of 2,300 new bidders per month.

Please see examples of marketing materials produced by GovDeals in **Attachment D.**

The remainder of this page intentionally left blank

Confidential Page

PRICING

We fully understand that awarded contracts are open to the public for viewing. However, if we are not awarded the contract, we respectfully request our pricing schedule be kept confidential from other vendors wishing to review our proposal.

g. Include a section specifically addressed at price. The pricing section shall include all related costs and fees, included but not limited to training, set up, commission, etc. Fees not listed in this section shall not be charged to or paid by the City of Fayetteville.

Response:

GovDeals charges all its clients a fee based on the final gross sale amount of each item. There is no listing/posting fee, however, as explained in our standard commission fee in I.1 below, there is a \$5.00 minimum fee charged for any item that successfully sells on GovDeals.com.

Standard Fees

GovDeals is pleased to have offered the same overall pricing model to all of our clients since beginning business over ten (10) years ago. This consistent and transparent pricing allows clients to choose GovDeals knowing they have the best rate available for services provided. The 7.5% fee allows GovDeals to provide difference-making services that produce time proven best results, NET of fee, when compared to any other company or method of disposition. In 2004, GovDeals began reducing the 7.5% fee charged when an individual item sold for more than \$100,000. This tiered pricing is reflected below in the formal pricing response.

In November 2008, GovDeals introduced Financial Settlement Services (FSS) that allows GovDeals to collect auction proceeds for the seller. For this service, GovDeals charges the seller 7.5% and the winning bidder a 5% buyer's premium. We recently structured the system to facilitate and manage distribution of the seller's 7.5% fee and the 5% FSS buyer's premium between the seller and the winning bidder. Based on the pricing option the City chooses, the fee will result in being from zero percent to 7.5% for the City with the winning bidder paying from 5% to 12.5%.

Pricing Plan I below has been our standard pricing since we began collecting auction proceeds in 2008. We suggest this is a good plan to use and has been very successful for our sellers and buyers. However, if the City elects another pricing structure, as explained in **Pricing Plan II**, we can accommodate any of the options selected.

- I. The GovDeals fee schedule for items that successfully sell at auction as a result of being posted on www.govdeals.com is explained in 1 through 4 below. An optional fee schedule at the City's disposal, if the city allows GovDeals to collect its auction proceeds, is explained in 5 below and Section II.

Confidential Page

1. When a single auction item/lot auctions for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
2. Where a single auction item/lot auctions for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where a single auction item/lot auctions for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.
4. If the City chooses to collect its own auction proceeds GovDeals will invoice the City monthly for the 7.5% auction fee. The GovDeals system provides the City with the capability to pass the entire auction fee through to the buyer as an "Administrative Fee" thus reducing the effective cost to the City to zero percent (0.00%), buyer 7.5%.
5. **Financial Settlement Services (FSS)**. GovDeals will collect all auction proceeds from the winning bidder via PayPal, Credit Card or Wire Transfer. Any item or combined group of items that sell for \$5,000 or more must be paid via Wire Transfer. The winning bidder will be charged a five percent (5%) "Buyer's Premium" on the total sales price of all items sold. GovDeals will remit gross auction proceeds weekly to the City, less the GovDeals 7.5% auction fee, applicable sales taxes, if any, and the five percent (5%) "Buyer's Premium" for all items paid for and picked up in the previous week. Other pricing options are displayed in **Section II** below. Please review GovDeals' Financial Settlement Services Memo of Understanding in **Attachment F**.

II. Additional Pricing Options if GovDeals Collects the City's Auction Proceeds.

Option 1: The City pays zero percent (0%) fees and the winning bidder pays a 12.50% Buyers Premium.

Option 2: The City pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option 3: The City pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

*The City is subject to a minimum fee of \$5.00 if the item sells and auction proceeds are collected.

Confidential Page

III. GovDeals Annual Volume Discount Program

GovDeals offers an Annual Volume Discount Program which could, based on achieving a minimum sales volume of \$1,000,000 in a one (1) year period, trigger a cash rebate at the end of the one (1) year period. The rebate increases as the volume reaches defined gross sales amounts. The funds are paid in the form of a cash rebate at the end of each year measured from the date the contract is signed. GovDeals agrees to allow the volume of any "Political Subdivisions" using the City's cooperative program, to be combined with the City's sales volume to achieve the sales volume thresholds within the Annual Volume Discount Program. The "Political Subdivision's" volume will be added to the City's annual sales volume on the date they begin using the contract and they will be paid the same discount rebate percentage based on their pro-rata share of the sales volume. Assuming the City agrees to use the Annual Volume Discount Program, minor changes will be made in order to extend the City's contract and this Annual Volume Discount Program to all other "Political Subdivisions" using the cooperative program.

Please see a detailed explanation of the Annual Volume Discount Program in **Attachment G.**

RFP NO. 10-09
Fayetteville, Arkansas

Online Auction Services

June 4, 2010

Attachment A

Following this page are the following required forms:

Cover Sheet
Section D - Vendor References
Section E – Statement of Disclosure
Section F – Authorized Negotiator Information
Section G – Addendum Acknowledgement Form



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

TDD (Telecommunication Device for the Deaf): 479.521.1316

REQUEST FOR PROPOSAL: RFP 10-09, Online Auction Services
DEADLINE: Friday, June 04, 2010 at 2:00 PM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Thursday, May 13, 2010

REQUEST FOR PROPOSAL
RFP 10-09, ONLINE AUCTION SERVICES

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-09, Online Auction Services" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: GOVDEALS, INC.

Contact Person: ROBERT L. DeBARDELABEN Title: PRESIDENT

E-Mail: bdebardeLaben@govdeals.com Phone: 334-387-0454

Business Address: 5907 CARMICHAEL PLACE

City: MONTGOMERY State: ALABAMA Zip: 36117

Signature: Robert L. DeBardeLaben Date: JUNE 2, 2010

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION D: Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: GOVDEALS, INC.

BUSINESS ADDRESS: 5907 CARMICHAEL PLACE, MONTGOMERY, AL 36117

NUMBER OF YEARS IN BUSINESS: 10 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 49 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 4 FULL TIME 0 PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. PULASKI COUNTY, ARKANSAS
COMPANY NAME

LITTLE ROCK, AR 72201
CITY, STATE, ZIP

STEPHANIE CREECH, CPPD, CPPB
CONTACT PERSON

501-340-8390
TELEPHONE

501-340-8352
FAX NUMBER

SCREECH@co.pulaski.ar.us
E-MAIL ADDRESS

2. TALLAHASSEE FLORIDA
COMPANY NAME

TALLAHASSEE, FL 32304
CITY, STATE, ZIP

John McPhaul
CONTACT PERSON

850-891-5270
TELEPHONE

850-891-5281
FAX NUMBER

john.mcphaul@talgov.com
E-MAIL ADDRESS

3. BATESVILLE ARKANSAS
COMPANY NAME

BATESVILLE, ARKANSAS 72501
CITY, STATE, ZIP

DENISE JOHNSTON-city clerk
CONTACT PERSON

870-698-2400
TELEPHONE

870-698-2406
FAX NUMBER

denise.johnston@swbell.net
E-MAIL ADDRESS

4. KNOXVILLE TENNESSEE
COMPANY NAME

KNOXVILLE, TN 37902
CITY, STATE, ZIP

KERI SKOLOSKI
CONTACT PERSON

865-215-6249
TELEPHONE

865-215-2277
FAX NUMBER

KSKOLOSKI@cityofknoxville.org
E-MAIL ADDRESS

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION E: Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

☒ 1) NO KNOWN RELATIONSHIP EXISTS

☐ 2) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

ROBERT L. DeBARDELEBEN
Printed Name

Robert L. De Bardeleben
Signature

June 2, 2010
Date

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION F: Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: GOVDEALS, INC.

Name of Primary Contact: ROBERT L. DeBARDELABEN

Title of Primary Contact: PRESIDENT

Phone#1 (cell preferred): 334-462-7364 Phone#2: 334-387-0454

E-Mail Address: bdebardeleben@govdeals.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: June 2, 2010

Signed: Robert L. DeBardeleben

City of Fayetteville
RFP 10-09, Online Auction Services
SECTION G: Addendum Acknowledgement Form

Please acknowledge receipt of addenda for this invitation to bid or request for proposal by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE RECEIVED
— 0 —		

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in the section above. Failure to do so may result in being considered non-responsive.

Information regarding addenda issued is available on the City of Fayetteville website under the Purchasing Division at www.accessfayetteville.org by selection "Bid's, RFP's, and RFQ's" under the "Business" heading.

RFP NO. 10-09
Fayetteville, Arkansas

Online Auction Services

June 4, 2010

Attachment B

Following this page are the following GovDeals Standard System Reports:

Sold Asset Report
Asset Pricing Report
Sold/Not Picked Up/Not Paid Report
Paid/Not Picked Up Report
Picked Up/Paid Report
Status Report
Invoicing Report

GovDeals	Current User - Bob DeBardelaben						Site Map Logout
	HOME	ASSETS	TIERS	SECURITY	REPORTS	INFORMATION	HELP

Sold Asset Report

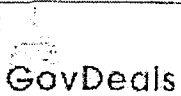
Export results to a tab delimited text file

Alexandria, VA
Date range: 03/01/2010 - 04/15/2010

Buyer ID	ID	Inventory ID	Description	Category	Starting Bid	Sold Amount	Bids	Auction Ended	Qty.	Status	Credit Date	Check #	Check Date
alexander gomez	426	Fire122309	Manual Rachel Pulls	Tools, All Type	\$40.00	\$40.00	1	3/15/10 4:30 PM	2 Each	PU			
alexander gomez	426	Fire122309	Manual Rachel Pulls	Tools, All Type	\$40.00	\$40.00	1	3/15/10 4:30 PM	2 Each	PU		15743	3/31/10
barry vinson	490	4423	2001 Dodge 1500 Pickup	Trucks, Light D	\$2,000.00	\$2,675.00	15	3/19/10 2:20 PM	1 Each	PU		15743	3/31/10
Charles Shupe	406	2726	1998 Chevrolet Cavalier	Automobiles	\$500.00	\$1,140.00	17	3/8/10 3:00 PM	1 Each	PU		14760	2/3/10
Charles Shupe	406	2726	1998 Chevrolet Cavalier	Automobiles	\$500.00	\$1,140.00	17	3/8/10 3:00 PM	1 Each	PU		15598	3/25/10
Daniel Lucckese	484	TES34104	Various Electronic Equipment	Communication/E	\$50.00	\$50.00	1	3/11/10 6:39 PM	1 Lot	PU		15598	3/25/10
DW Van-Hoy	494	0722	2000 Safari Mini-Van, 7-Passenger	Automobiles	\$2,000.00	\$3,655.00	13	4/1/10 11:59 AM	1 Each	PU		15874	4/8/10
Edward Spiesz	493	4229	1998 GMC T7500 Leaf Truck	Miscellaneous V	\$5,000.00	\$6,025.00	10	4/8/10 1:00 PM	1 Each	PU		16140	4/21/10
Franklin Torres	488	0719	1998 Chevrolet Venture Van	Vans	\$1,000.00	\$3,355.00	43	3/19/10 2:40 PM	1 Each	PU		15743	3/31/10
Issam Sbinati	491	0815	1998 Chevrolet Venture Van	Vans	\$800.00	\$3,035.00	39	3/19/10 7:30 PM	1 Each	PU		15743	3/31/10
Jamil ajami	489	0099	1989 FORD AEROSTAR	Vans	\$300.00	\$340.00	4	4/2/10 3:30 PM	1 Each	PU		16011	4/15/10
Jose Arevalo	477	ITS217103	Various Computer Parts and Supplies	Computers, Part	\$75.00	\$75.00	1	4/14/10 6:50 PM	1 Each	PU			
Jude ijeh	450	Pro122101	Pitney Bowes Printpowder Toner	Office Equipmen	\$15.00	\$15.00	1	3/11/10 6:30 PM	1 Lot	PU		16140	4/21/10
Lester Bell	485	0717	2000 Chevrolet Venture Van	Vans	\$1,000.00	\$3,380.00	62	3/19/10 2:15 PM	1 Each	PU		15743	3/31/10
Meheret Habtemariam	506	GS33010	PRINTING SUPPLIES GALORE (i.e. Paper, Toner, etc.)	Printing and Bi	\$100.00	\$151.00	3	4/8/10 1:00 PM	1 Lot	PU			
melvin jones	449	Pro12210	Beautiful Monet Reprint	Arts and Crafts	\$10.00	\$15.00	5	3/10/10 9:15 AM	1 Each	PU		15874	4/8/10
michael wagner	487	0714	1999 Chevrolet Cavalier	Automobiles	\$1,200.00	\$2,520.00	45	3/19/10 2:30 PM	1 Each	PU		15743	3/31/10
michael wagner	496	4295	2000 Chevrolet Cavalier Sedan	Automobiles	\$1,000.00	\$2,907.00	49	4/2/10 4:05 PM	1 Each	PU		16011	4/15/10
michael wagner	497	0862	1999 Chevrolet Cavalier Sedan	Automobiles	\$1,000.00	\$2,525.00	41	4/2/10 4:12 PM	1 Each	PU		16011	4/15/10
naresh chawla	430	HR122909	Various Desk/Office Supplies & Equipment	Office Equipmen	\$5.00	\$5.00	1	3/10/10 9:00 AM	1 Lot	PU			

Buyer ID	ID	Inventory ID	Description	Category	Starting Bid	Sold Amount	Bids	Auction Ended	Qty.	Status	Credit Date	Check #	Check Date
peter White	475	ITS21710	NEC P3 Pinwriter Carbon Copy Printer	Printing and Bi	\$5.00	\$5.00	1	3/25/10 10:00 AM	1 Each	PU			
peter White	479	ITS217105	Vacuum Cleaner, Cart and Television	Communication/E	\$5.00	\$5.00	1	3/25/10 9:15 AM	1 Lot	PU			
peter White	483	TES34103	Various Environmental Tools and Gauges	Tools, All Type	\$25.00	\$25.00	1	4/2/10 2:55 PM	1 Lot	PU		16011	4/15/10
RICH TROPOLI	509	1945	2001 Ford Crown Victoria Sedan	Automobiles	\$1,500.00	\$1,675.00	9	4/12/10 5:19 PM	1 Each	PU			
Vito BALNYS	495	7564	2002 Toro Groundsmaster 455D Deck Mower	Agriculture Equ	\$900.00	\$4,020.00	37	4/1/10 6:00 PM	1 Each	PU		16140	4/21/10
Yassin Bakhit	486	0930	2000 Chevrolet Venture Van	Vans	\$1,000.00	\$3,340.00	66	3/19/10 2:00 PM	1 Each	PU		15743	3/31/10
					\$20,070.00	\$42,158.00							

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m (Eastern Time) or email CustomerService@GovDeals.com S3 - 1425

	Current User - Bob DeBardelaben Session timeout in 29:49		Site Map Logout
	HOME ASSETS TIERS SECURITY REPORTS INFORMATION HELP		
Asset Pricing			
Date Range: From the beginning Category: Automobiles Make: FORD Model: Crown Victoria Year: 2003 Export results to a tab delimited text file			

Acct	Asset	Make	Model	Year	Mileage	VIN	Short Desc	End Date	Auction Days	Sold Amt
1425	467	FORD	Crown Victoria	2003	71,194	2FAHP71W83X175361	2003 Ford Crown Victoria Sedan	02/11/10 10:30 AM	7	\$2,600.00
1425	472	FORD	Crown Victoria	2003	63,064	2FAHP71W63X175360	2003 Ford Crown Victoria Sedan	02/11/10 10:00 AM	7	\$2,625.00
1425	455	FORD	Crown Victoria	2003	87,305	2FAFP71W83X125275	2003 Ford Crown Victoria Sedan	02/04/10 08:30 PM	7	\$2,825.00
1425	338	FORD	Crown Victoria	2003	49,698	2FAHP71W93X158049	2003 Ford Crown Victoria	06/25/09 07:00 PM	14	\$4,575.00
1425	337	FORD	Crown Victoria	2003	49,281	2FAFP71W13X125263	2003 Ford Crown Victoria	06/25/09 06:45 PM	14	\$1,175.00
1425	336	FORD	Crown Victoria	2003	45,865	2FAFP71W63x173754	2003 Ford Crown Victoria	06/25/09 06:15 PM	14	\$2,725.00
1425	323	FORD	Crown Victoria	2003	53,776	2FAFP71W63X158039	2003 Ford Crown Victoria	06/15/09 01:45 PM	14	\$4,025.00

1425	324	FORD	Crown Victoria	2003	110,394	2FAFP71W73X125266	2003 Ford Crown Victoria	06/15/09 01:15 PM	14	\$3,525.00
1425	291	FORD	Crown Victoria	2003	87,346	2FAFP71W43X125273	2003 Ford Crown Victoria	05/22/09 10:55 AM	14	\$3,000.00

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m (Eastern Time) or email CustomerService@GovDeals.com. S3 - 1425

		Current User - Bob DeBardelaben Session timeout in 29:49						Site Map Logout					
HOME		ASSETS		TIERS		SECURITY		REPORTS		INFORMATION		HELP	
Paid For & Picked Up Report													
Filter by: Not Paid Submit													
ID	Inv ID	Description	End Date/Time▼	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Status			
504	07-113535A	1997 ACURA	4/19/10 10:43 AM	\$744.89*	\$0.00		\$744.89	-\$55.87	\$689.02	Payment Pending			
				\$744.89	\$0.00	\$0.00	\$744.89	\$55.87	\$689.02				

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m (Eastern Time) or email CustomerService@GovDeals.com. S3 - 1425

GovDeals		Current User - Bob DeBardelaben Session timeout in 29:45						Site Map Logout		
HOME	ASSETS	TIERS	SECURITY	REPORTS	INFORMATION	HELP				
Paid For & Picked Up Report										
Filter by: Paid, Not Picked Up Submit										
ID	Inv ID	Description	End Date/Time▼	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Status
505	09-118596A	1996 Saturn SL2	4/19/10 10:18 AM	\$500.00*	\$0.00		\$500.00	-\$37.50	\$462.50	
502	4250	2002 Freightliner Condor Refuse/Garbage Truck	4/19/10 1:00 PM	\$28,161.00*	\$0.00		\$28,161.00	-\$2,112.08	\$26,048.92	
525	GS31210	Various Office Furniture (Chairs, Tables, Etc)	4/24/10 2:21 PM	\$150.00*	\$0.00		\$150.00	-\$11.25	\$138.75	
				\$28,811.00	\$0.00	\$0.00	\$28,811.00	\$2,160.83	\$26,650.17	
Update Assets										

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m (Eastern Time) or email CustomerService@GovDeals.com S3 - 1425

GovDeals	Current User - Bob DeBardelaben Session timeout in 29:49						See Map
HOME	ASSETS	TIERS	SECURITY	REPORTS	INFORMATION	HELP	

Paid For & Picked Up Report

Filter by: Paid, Picked Up

Auction ended between: Start Date: 3/1/2010 End Date: 3/31/2010

Submit

Electronic Payments Received from GovDeals

ID	Inv ID	Description	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net Pay	Status	Check #	Check Date
406	2726	1998 Chevrolet Cavalier	3/8/10 3:00 PM	\$1,140.00*	\$0.00		\$1,140.00	-\$85.50	\$1,054.50	Picked Up	15598	3/25/10
449	Pro12210	Beautiful Monet Reprint	3/10/10 9:15 AM	\$15.00*	\$0.00		\$15.00	-\$5.00	\$10.00	Picked Up	15874	4/8/10
450	Pro122101	Pitney Bowes Printpowder Toner	3/11/10 6:30 PM	\$15.00*	\$0.00		\$15.00	-\$5.00	\$10.00	Picked Up	16140	4/21/10
484	TES34104	Various Electronic Equipment	3/11/10 6:39 PM	\$50.00*	\$0.00		\$50.00	-\$5.00	\$45.00	Picked Up	15598	3/25/10
426	Fire122309	Manual Ratchet Pulls	3/15/10 4:30 PM	\$40.00*	\$0.00		\$40.00	-\$5.00	\$35.00	Picked Up	15743	3/31/10
486	0930	2000 Chevrolet Venture Van	3/19/10 2:00 PM	\$3,340.00*	\$0.00		\$3,340.00	-\$250.50	\$3,089.50	Picked Up	15743	3/31/10
485	0717	2000 Chevrolet Venture Van	3/19/10 2:15 PM	\$3,380.00*	\$0.00		\$3,380.00	-\$253.50	\$3,126.50	Picked Up	15743	3/31/10
490	4423	2001 Dodge 1500 Pickup	3/19/10 2:20 PM	\$2,675.00*	\$0.00		\$2,675.00	-\$200.63	\$2,474.37	Picked Up	15743	3/31/10
487	0714	1999 Chevrolet Cavalier	3/19/10 2:30 PM	\$2,520.00*	\$0.00		\$2,520.00	-\$189.00	\$2,331.00	Picked Up	15743	3/31/10
488	0719	1998 Chevrolet Venture Van	3/19/10 2:40 PM	\$3,355.00*	\$0.00		\$3,355.00	-\$251.63	\$3,103.37	Picked Up	15743	3/31/10
491	0815	1998 Chevrolet Venture Van	3/19/10 7:30 PM	\$3,035.00*	\$0.00		\$3,035.00	-\$227.63	\$2,807.37	Picked Up	15743	3/31/10
				\$19,565.00	\$0.00	\$0.00	\$19,565.00	\$1,478.39	\$18,086.61			
Total Received from GovDeals: \$18,086.61												
*Total GovDeal's Fees Withheld: \$1,478.39												

Electronic Payments Owed by GovDeals

ID	Inv ID	Description	End Date/Time	High Bid	Tax	Add'l Fees	Total	GovDeals Fee	Net to Pay	Status
430	HR122909	Various Desk/Office Supplies & Equipment	3/10/10 9:00 AM	\$5.00*	\$0.00		\$5.00	-\$5.00	\$0.00	Picked Up

479	ITS217105	Vacuum Cleaner, Cart and Television	3/25/10 9:15 AM	\$5.00*	\$0.00		\$5.00	-\$5.00	\$0.00	Picked Up
475	ITS21710	NEC P3 Pinwriter Carbon Copy Printer	3/25/10 10:00 AM	\$5.00*	\$0.00		\$5.00	-\$5.00	\$0.00	Picked Up
				\$15.00	\$0.00	\$0.00	\$15.00	\$15.00	\$0.00	
Total Owed by GovDeals: \$0.00 *Total GovDeal's Fees to Withhold: \$15.00										

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m. (Eastern Time) or email CustomerService@GovDeals.com. S3 - 1425

	Current User - Bob DeBardelaben	Site Map Logout				
HOME	ASSETS	TIERS	SECURITY	REPORTS	INFORMATION	HELP
Asset Statuses						
Ready for Auction Continue						

Export results to a tab delimited text file

ID#	Inv ID	# Photos	Description	Action Date
387	FIRE08/19/09-1	0	Tire Cable Chains	8/28/09 2:42 PM
395	GS2/22-RUB40	0	1 Plate Developing Table	9/14/09 4:50 PM
500	9106	0	1999 Chevrolet Cavalier Sedan, 4 Door	3/26/10 2:49 PM
517	Fire4710	0	1997 Trek Mountain Bicycles	4/8/10 12:54 PM
520	Your tracking or ID# Vehicle	0	Template-Brand, Make ,model, year goes here	4/20/10 8:27 AM

For Customer Service call 800-613-0156 ext. 2 from 8 a.m. - 6 p.m (Eastern Time) or email CustomerService@GovDeals.com. S3 - 1425



"SAMPLE INVOICE"

Agency Contact: Shirley Hogue
Invoice #: 1425-032010
Invoice Date: 3/1/2010-3/31/2010
Due Date: 4/30/2010

Asset Description	Inventory ID	Date Sold	Sold \$ Fee %	Fee \$ Certificate ID	Credit Date	Credit \$
Manual Ratchet Pulls	Fire122309	1/2/10	\$40.00 MIN	\$5.00* 426-0102101700-1425	3/3/10	\$5.00
Various Desk/Office Supplies & Equipment	HR122909	1/20/10	\$5.00 MIN	\$5.00* 430-0120101700-1425	3/3/10	\$5.00
Beautiful Monet Reprint	Pro12210	2/10/10	\$15.00 MIN	\$5.00* 449-0210101645-1425	3/3/10	\$5.00
1998 Chevrolet Cavalier	2726	3/8/10	\$1,140.00 7.50	\$85.50* 406-0308101500-1425		
Various Desk/Office Supplies & Equipment	HR122909	3/10/10	\$5.00 MIN	\$5.00* 430-0310100900-1425		
Beautiful Monet Reprint	Pro12210	3/10/10	\$15.00 MIN	\$5.00* 449-0310100915-1425		
Pitney Bowes Printpowder Toner	Pro122101	3/11/10	\$15.00 MIN	\$5.00* 450-0311101830-1425		
Various Electronic Equipment	TES34104	3/11/10	\$50.00 MIN	\$5.00* 484-0311101839-1425		
Manual Ratchet Pulls	Fire122309	3/15/10	\$40.00 MIN	\$5.00* 426-0315101630-1425		
2000 Chevrolet Venture Van	0930	3/19/10	\$3,340.00 7.50	\$250.50* 486-0319101400-1425		
2000 Chevrolet Venture Van	0717	3/19/10	\$3,380.00 7.50	\$253.50* 485-0319101415-1425		
2001 Dodge 1500 Pickup	4423	3/19/10	\$2,675.00 7.50	\$200.63* 490-0319101420-1425		
1999 Chevrolet Cavalier	0714	3/19/10	\$2,520.00 7.50	\$189.00* 487-0319101430-1425		
1998 Chevrolet Venture Van	0719	3/19/10	\$3,355.00 7.50	\$251.63* 488-0319101440-1425		
1998 Chevrolet Venture Van	0815	3/19/10	\$3,035.00 7.50	\$227.63* 491-0319101930-1425		
Vacuum Cleaner, Cart and Television	ITS217105	3/25/10	\$5.00 MIN	\$5.00* 479-0325100915-1425		
NEC P3 Pinwriter Carbon Copy Printer	ITS21710	3/25/10	\$5.00 MIN	\$5.00* 475-0325101000-1425		
			\$19,580.00	\$1,493.39		\$15.00

Page 1 of 1

Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 800.613.0156 ext 471.
Thank you!

* denotes fee was withheld by GovDeals

** denotes tiered fees structure: \$0-100K @ 7.5%, \$100K-500K @ 5.5%, \$500K > @ 3.5%

Reminder: GovDeals CAS System will not allow credits to be taken beyond 60 days.

Total Fees: \$1,493.39

Prior Sales Credits: (\$15.00)

Current Credits: \$0.00

Net Paid: \$1,478.39

Page 1 of 1

RFP NO. 10-09

Fayetteville, Arkansas

Online Auction Services

June 4, 2010

Attachment C

Following this page are GovDeals Standard Terms and Conditions

GovDeals
Sellers Agreement
Online Sales – Terms and Conditions

__Client Name__
City, State

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." __Client Name__ (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of __Client Name__ shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.

Consideration of Bid. __Client Name__ reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. A 5% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.
Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will __Client Name__ assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. __Client Name__ will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the __Client Name__ may bid on the property listed for auction, so long as they do NOT bid while on duty.

RFP NO. 10-09

Fayetteville, Arkansas

Online Auction Services

June 4, 2010

Attachment D

Following this page are GovDeals Marketing and Advertising Examples



Call Becky Steiner! Vehicles are not at this location 866-402-8921, AL 36117
Phone: 1-866-402-8921 | Contact: Nerissa Charles | Fax (334) 387-0519

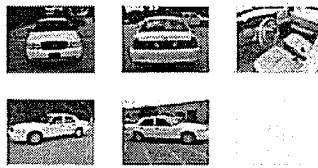
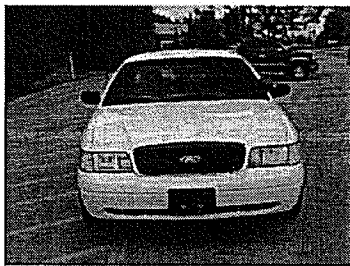
[Home](#) [View Inventory](#) [Search Inventory](#) [Email Us](#) [View Offers](#) [Visit Our Website](#)

2007 Ford Crown Victoria Police Interceptor

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Photos



[View Larger Photos](#)

Specific information about this car. AT Car ID: AT-10AE49F4



Rates as low as 6.15% APR* for this Ford

Get pre-qualified for low rates today!



Don't buy a used car without CARFAX.

Get a CARFAX Record Check for this Ford.



Check used car pricing on NADAguides.com

Get NADAguides Pricing Info for this Ford

Price **Unlisted**



Get NADAguides Pricing Info for this Ford

Body Style	Sedan
Mileage	96,812
Exterior Color	White
Engine	8 Cylinder Gasoline
Transmission	4 Speed Automatic with Electronic Overdrive
Drive Type	2 wheel drive - rear
Fuel Type	Gasoline
Doors	Four Door
Stock No.	401-707
VIN	View VIN

Seller's Comments

Vehicle is located in EVANS, GA. To see full details for this item please go to www.govdeals.com and enter 401-707 in the Quick Asset Lookup QAL box located on the home page. This vehicle starts and runs. Engine Gas, 4.6L V8, Condition Unknown. Transmission Automatic, Condition Unknown. Interior Grey Cloth, Factory AM/FM radio, Air Conditioning-condition unknown. Exterior White, Cracked Glass, Minor dents, scratches, and/or dings. Tire condition is low. Decals have been removed, impressions remain. Emergency equipment has been removed and there are holes in the exterior.

Disclaimer



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2007 Ford Crown Victoria

Year	Make	Model	VIN	Miles	Title Restriction
2007	Ford	Crown Victoria	2FACP71WX7X125946	96,812	No

Quantity	Condition	Category
1 Each	See Description	Automobiles

This vehicle starts and runs. Engine: Gas, 4.6L V8, Condition Unknown. Transmission: Automatic, Condition Unknown. Interior: Grey Cloth, Factory AM/FM radio, Air Conditioning-condition unknown. Exterior: White, Cracked Glass, Minor dents, scratches, and/or dings. Tire condition is low. Decals have been removed, Impressions remain. Emergency equipment has been removed and there are holes in the exterior.

Media



Seller Information

Seller Name: Columbia County, GA

Asset Location: 500 Faircloth Drive, Bldg. E
Evans, Georgia 30809
[Map to this location](#)

Special Instructions: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED

PLEASE NOTE THERE WILL BE A 7.5% BUYERS PREMIUM FEE AND A 7% STATE TAX ADDED TO WINNING BID.THIS WILL SHOW UP AS 14.5% TAX

Tax exempt bidders MUST have tax exempt certificate with them at time of payment or we have an UPDATED certificate on file. Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." Columbia County Board of Commissioners Office (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Consideration of Bid. Columbia County Board of Commissioners Office reserves the right to reject any and all bids and to withdraw from sale any of the items listed. Columbia County employees may not bid on items.

Payment in full is due no later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: U. S. CERTIFIED CASHIERS CHECK or MONEY ORDERS ONLY No personal checks will be accepted.

Cashier's Checks and Money Orders shall be made payable to: Columbia County Board of Commissioners.

Removal. All items must be removed BY APPOINTMENT within 10 business days from the time and date of issuance of the Buyer's Certificate. Buyer is solely responsible for shipping or removal of vehicle or equipment. Vehicle Purchases will be released only upon receipt of payment at the Procurement Department. The property is located as indicated on the website and in the Buyer's Certificate.

Auction Closed

High Bidder: u****j
Sold Amount: \$4,560.09
[View Bid History](#)
[Terms and Conditions](#)

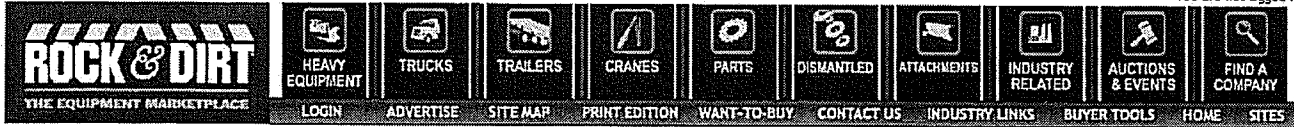
782 visitors



Help Desk Hours: Monday - Friday, 8 am - 6 pm ET, (800) 613-0156
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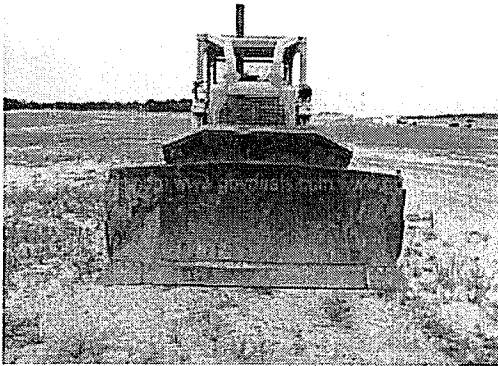
**Government
Liquidation**

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**1973 CATERPILLAR D7F**

Tell them you found it at Rock & Dirt!
Dealer: GovDeals.com
Call: 800-613-0156 Fax: 334-387-0519 Email Seller

Print this Page
Email to a Friend
Return to search



Photos: Click the photo for an enlarged view.

**About this 1973 CATERPILLAR D7F**

Stock Number: 2626-3

Description: This is an ONLINE AUCTION. To see full details for this item please go to www.govdeals.com and enter 2626-3 in the Quick Asset Lookup QAL box located on the home page. 1973 D7F Caterpillar Dozer. D7F caterpillar dozer runs, has had regular servicing, hours unknown, new rails and sprockets in 08, tilt blade installed in 08, new batteries in 08. Dozer is located at Saline County Airport. Conditions of all items are "As Is, Where Is". Only item described herein is included in sale regardless of what else is pictured. Under no circumstances will Saline County, AR assume responsibility for packing, loading or shipping. Please contact: Mark Westbrook, Road Superintendent, Phone: (501) 303-5690 or E-mail: mkwestbrook@sbcglobal.net to schedule an inspection. If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals WILL BE LOCKED PAYMENT MUST BE MADE ONLINE. To make online payment - Log in

Price: On Request
Location: Benton, AR USA

About the Seller

GovDeals.com
Phone: 800-613-0156 or 334-387-0515
Fax: 334-387-0519
Email: Contact this Seller
Address: 5907 Carmichael Place
Montgomery, AL 36117
USA

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1973 D7F Caterpillar Dozer

Make	Model	Serial #	Quantity	Condition	Category	Inventory ID
Caterpillar	D7F	94N06605	1 Each	See Description	Equipment, Heavy	D7 Dozer

Auction Closed

High Bidder: C*****y

Sold Amount: \$15,525.00

[View Bid History](#)

[Terms and Conditions](#)

2,641 visitors

1973 D7F Caterpillar Dozer.

D7F caterpillar dozer runs, has had regular servicing, hours unknown, new rails and sprockets in 08, tilt blade installed in 08, new batteries in 08.

Dozer is located at Saline County Airport.

Conditions of all items are "As is, Where is".

Only item described herein is included in sale regardless of what else is pictured.

Under no circumstances will Saline County, AR assume responsibility for packing, loading or shipping.

Please contact: Mark Westbrook, Road Superintendent, Phone: (501) 303-5690 or E-mail: mkwestbrook@sbcglobal.net to schedule an inspection.

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

PAYMENT MUST BE MADE ONLINE. To make online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

Media



Seller Information

Seller Name: Saline County, AR

Asset Location: 200 N Main St
Benton, Arkansas 72015-3767
[Map to this location](#)

Special Instructions: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

PAYMENT MUST BE MADE ONLINE.

PAYMENT: To make online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

INSPECTION: Most items offered for sale are used and may contain defects not immediately detectable. Bidders should inspect the property prior to bidding. A 5% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed. Payment: Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are PayPal, Wire Transfer, Visa, MasterCard, Discover, & American Express.

REMOVAL: PROPERTY MAY BE REMOVED BY APPOINTMENT ONLY. All items must be removed within 10 business days from the time and date of issuance of the Buyers Certificate. Purchases will be released only upon receipt of payment as specified. Prior to removal, buyer or buyer's authorized representative must sign a Bill of Sale. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyers Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. A daily storage fee of \$10.00 may be charged for

 ROCK & DIRT THE EQUIPMENT MARKETPLACE	 HEAVY EQUIPMENT	 TRUCKS & TRAILERS	 CRANES	 PARTS & DISMANTLED	 ATTACHMENTS	 AUCTIONS & EVENTS	 INDUSTRY RELATED
	MY ACCOUNT	ADVERTISE	PRINT EDITION	CONTACT US	BUYER TOOLS	HOME	

1999 HME EVI

Tell them you found it at Rock & Dirt!

Dealer: GovDeals.com

Call: 800-613-0156 Fax: 334-387-0519 Email Seller

Print

Email t

Return



Photos: Click the photo for an enlarged view.

**About this HME EVI**

Stock Number: 2354-6

VIN: 44KFT448IXWZ18964

Description: ONLINE AUCTION - ENDS JUNE 25
see full details for this item please
www.govdeals.com and enter 2354-6
the Quick Asset Lookup (QAL) box
on the home page. HME/EVI 1999
used for wildland urban interface
comes equipped with pump and r
capability, a front and rear winch
gun with TFT nozzle, rear hose re
locking front axle. Apparatus was
line interface engine until April 2
Apparatus is being surplused do to
manpower movement from its ass
station and lack of use (see milea
mechanically sound and a very ni
with only a few minor paint blem
less than normal wear and tear to
interior. Engine is an 275 Horsep
Cummins diesel. The pump is a H
AP50-23, Serial Number 99B1188 !
pump. The most recent pump tes
unit is April 2008, as it was place
surplus prior to the 2009 tests. Th
carries 500 gallons of water. This
was maintained and inspected we
Detaile

Hrs/Mileage: 9462

Axle: Single

Price: On Request

Location: Rogers, AR USA



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June 1, 2010, 12:06 PM ET S2

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1999 HME/EVI Fire Pumper - Custom Cab

Year	Make	Model	VIN	Miles	Title Restriction
1999	EVI	HME	44KFT448IXWZ18964	9,462	No

Quantity	Condition	Category	Inventory ID
1 Each	Like New	Fire Trucks	Pumper 141

Auction Closed

High Bidder: *****
Sold Amount: \$56,000.00

[View Bid History](#)
[Terms and Conditions](#)

7,527 visitors

HME/EVI 1999 pumper, used for wildland urban interface. Truck comes equipped with pump and roll capability, a front and rear winch, a deck gun with TFT nozzle, rear hose reel, and locking front axle. Apparatus was a front line interface engine until April 2009. Apparatus is being surplused do to manpower movement from its assigned station and lack of use (see mileage). It is mechanically sound and a very nice unit with only a few minor paint blemishes and less than normal wear and tear to the interior. Engine is an 275 Horsepower Cummins diesel. The pump is a Hale AP50-23, Serial Number 99B1188 500 GPM pump. The most recent pump test on the unit is April 2008, as it was placed in surplus prior to the 2009 tests. The unit carries 500 gallons of water.

This vehicle was maintained and inspected weekly. Detailed maintenance records are available for the last several years. This unit was in service as a front line response vehicle until February 2009. Engine condition is excellent.

Vehicle comes equipped with an automatic transmission, Allison model MD3060, and has 9,462 miles and 1,147 hours. Vehicle interior comes equipped with a radio/warning light console with minimal wear and tear. The cab has four seats, three of which are SCBA seats. Vehicle is painted grey with white reflective stripe. The body comes with six compartments. Body has below average dents, dings and scratches.

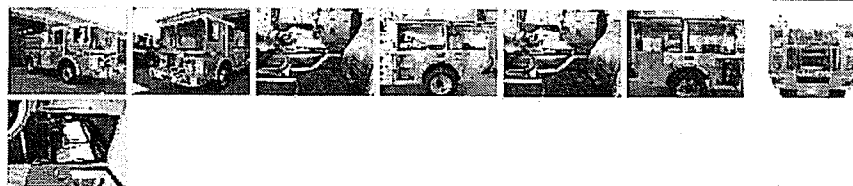
Conditions of all items are "As is, Where is".

Only item described herein is included in sale regardless of what else is pictured.

Under no circumstances will Rogers, AR assume responsibility for packing, loading or shipping.

Please contact Tom Jenkins, Fire Chief, Phone: (479) 621-1179 or E-mail: tjenkins@rogersark.org to schedule an inspection.

Media



Seller Information

Seller Name: Rogers, AR

Asset Location: 201 N 1st St
Rogers, Arkansas 72756-6600
[Map to this location](#)

Special Instructions: Inspection: Most items offered for sale are used and may contain defects not immediately detectable. ALL ITEMS ARE SOLD AS IS. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Payment in full is due not later than 10 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are: U. S. Currency, Certified Cashiers Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds – mandatory) Checks shall be made payable to: City of Rogers. Payments shall be made at the location listed in the Buyer's Certificate. Removal: All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Purchases will be released only upon receipt of payment as specified.

**ONLINE
AUCTION**

**Pulaski County
Surplus Equipment**

'00 Freightliner Asphalt Distributor
'95 Ford Asphalt Distributor - (2) '95 Int'l Dump Trucks
(2) '95 Ford Dump Trucks
'94 Ford Dump Truck - '92 Chevy Dump Truck
'90 GMC Flatbed Truck

 GovDeals.com
(800) 613-0156
Register Online Today

Arkansas Democrat Gazette
Run Date: Monday, August 25, 2008
Size: 2X2 (2.5X2)

Contact: Terry Bazzoon
865-406-3783
tbazzoon@govdeals.com

**ONLINE
AUCTION**

**Arkadelphia, AR
Surplus Equipment**

2000 Dodge Intrepid - 1994 GMC Sierra
1989 Chevy 1/2 Ton Pickup
2002/2004 John Deere Tractors
1977 Bushhog - And Much More
AUCTION ENDS SUNDAY, AUGUST 23

 **GovDeals.com**
(800) 613-0156 ext 515 marketing@govdeals.com

Arkadelphia, AR - The Daily Siftings Herald
Run Date: August 14 and August 17
Size: 2X2

Contact: Nerissa Charels
334-387-0515
ncharles@govdeals.com



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June 1, 2010, 3:19 PM ET S2

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Search Results for water meter sold within the last 365 days
 Items 1 through 10 of 171

Inventory ID	Description	Asset Location	End Date/Time ET	Start/Current Bid ▼
19-30 Scrap Meters	 Scrap Brass Water Meters	Woodbridge, VA	12/2/09 7:15 PM	Current: \$27,600.00 Bids: 34
20-310	 WATER METERS	Rocky Mount, NC	4/13/10 7:10 PM	Current: \$25,005.00 Bids: 40
31-42 Scrap Meters	 Scrap Brass Water Meters	Woodbridge, VA	12/9/09 7:00 PM	Current: \$24,880.00 Bids: 7
ENS_101209_JBWater	 Assorted water meters 14 crates total	Knoxville, TN	11/2/09 6:50 PM	Current: \$23,556.00 Bids: 27
11-18 Scrap Meters	 Scrap Brass Water Meters	Woodbridge, VA	12/2/09 7:30 PM	Current: \$17,600.00 Bids: 16
GW/SCRAPMETERS2	 SCRAP METAL	Clarksville, TN	5/20/10 11:30 AM	Current: \$16,816.99 Bids: 68
Meters 1	 Lot of approximately 1,950 water meters	Creedmoor, NC	2/16/10 4:00 PM	Current: \$15,025.00 Bids: 28
WS-0000346	 8000 lbs scrap bronze water meters	Murfreesboro, TN	5/3/10 8:00 PM	Current: \$15,000.00 Bids: 48
M-2323	 ONE LOT OF WATER METERS and SCRAP BRASS	North Charleston, SC	5/24/10 11:35 AM	Current: \$14,760.00 Bids: 102
Meters60	 Lot of 8 pallets of Water Meters (Approx. 2000)	Raleigh, NC	3/23/10 5:45 PM	Current: \$13,825.00 Bids: 77

1 2 3 4 5 6 7 8 9 10 ... [Next](#) [Last](#)

Page 1 of 18

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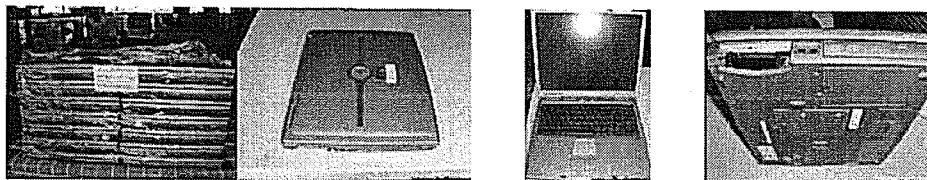
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Approximately 14 Dell Laptops - Price: At Auction



(Click on image for full size)

Ad # 2877456
Contact Molly Nations
Phone 334-387-0475
City Little Rock
Zip 72201

ONLINE AUCTION – ENDS APRIL 25th. For full details please go to www.govdeals.com and enter 1480-149 in the Quick Asset Lookup (QAL) box located on the home page.

Approx. 14 Dell Inspiron Model PP08L Laptops with harddrives completely removed. No Power Cords

Note: Please inspect items prior to placing a bid.

Conditions of all items are "As is, Where is".

Only item described herein is included in sale regardless of what else is pictured.

Under no circumstances will Pulaski County, AR assume responsibility for packing, loading or shipping

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED

PAYMENT MUST BE MADE ONLINE.



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Approximately 14 Dell Laptops

Make	Model	Serial #	Quantity	Condition	Category	Inventory ID
N/A	N/A	N/A	1 Lot	See Description	Computers, Parts and Supplies	JD 03-24 / 149

Approx. 14 Dell Inspiron Model PP08L Laptops with harddrives completely removed. No Power Cords

Note: Please inspect items prior to placing a bid.

Conditions of all items are "As is, Where is".

Only item described herein is included in sale regardless of what else is pictured.

Under no circumstances will Pulaski County, AR assume responsibility for packing, loading or shipping

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

PAYMENT MUST BE MADE ONLINE. To make online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

Please contact Jim Dornblaser, Purchasing, (501) 340-8387 office – (501) 340-8390 or e-mail: jdornblaser@co.pulaski.ar.us to schedule an inspection.

Auction Closed

High Bidder: m****m

Sold Amount: \$1,120.00

[View Bid History](#)

[Terms and Conditions](#)

1,074 visitors

Media



Seller Information

Seller Name: Pulaski County, AR

Asset Location: 201 Broadway St Ste 440
Little Rock, Arkansas 72201-2325
[Map to this location](#)

Special Instructions: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

PAYMENT MUST BE MADE ONLINE.

PAYMENT: To make online payment – Log into your GovDeals account and select "My Bids". You may follow the instructions there.

INSPECTION: Most items offered for sale are used and may contain defects not immediately detectable. Bidders should inspect the property prior to bidding.

A 5% Buyers Premium will be added to the final selling price of all items in addition to any taxes imposed.

Payment: Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are PayPal, Wire Transfer, Visa, MasterCard, Discover, & American Express.

REMOVAL: PROPERTY MAY BE REMOVED BY APPOINTMENT ONLY. All items must be removed within 10 business days from the time and date of issuance of the Buyers Certificate. Purchases will be released only upon receipt of payment as specified. Prior to removal, buyer or buyer's authorized representative must sign a Bill of Sale.

Successful bidders are responsible for loading and removal and any and all property awarded

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Garbage Trucks^{NEW!}Roll Off Trucks^{NEW!}

Truck Chassis Only

Trailers

Other Trucks^{NEW!}

Containers

Balers & Compactors

Landfill Equipment

Accessories

Garbage Truck Parts

Wanted To Buy

Business For Sale

Financing

Toys & Novelties

Miscellaneous Services

Category: Main > Garbage Trucks > Garbage Trucks - Front Loaders

1996 MACK MR688S FRONT LOADER GARBAGE TRUCK

Seller:	Terry
Company:	GovDeals
City:	Montgomery
State:	AR
Phone:	(334) 387-0475
Phone:	8654063783
Web Site:	www.govdeals.com
Email:	

Ad Description

ONLINE AUCTION - ENDS AUGUST 26TH. To see full details for this item please go to www.govdeals.com and enter 1754-88 in the **Quick Asset Lookup (QAL)** box located on the home page.

1996 MACK MR688S FRONT LOADER GARBAGE TRUCK

STARTS AND RUNS, (E7-300 DIESEL ENGINE)

THIS VEHICLE HAS BEEN MAINTAINED EVERY 3000 - 4000 MILES

TRUCK WAS TAKEN OUT OF SERVICE 8-3-2009

HAS BEEN REPLACED BY NEWER MODEL.

HAS 15,176 HOURS HAS OPERABLE (ALLISON) AUTOMATIC TRANSMISSION

HAS A/C (CONDITION UNKNOWN) & RADIO WORKS

HAS GRAY/BLACK INTERIOR (SEE PICTURES)

HAS AIR RIDE DRIVERS SEAT

HAS POWER STEERING

HAS BACKUP ALARM

BLUE/WHITE EXTERIOR WITH MINOR SCRATCHES AND DINGS

HAS 34 CUBIC YARD MCNEILUS FULL EJECT BED

DECALS WILL NOT BE REMOVED

Conditions of all items are "As is, Where is".

Please contact: Robert Herrington; Phone: (870)-698-2400 Fax: (870)-698-2408, E-mail: bwuclerk@sbcglobal.net For information on this item.

Ad Details

Price:	\$ 0.00
Truck Make:	Mack
Year:	1996
Body Make:	McNeilus



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June 1, 2010, 12:02 PM ET S2

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1996 MACK MR688S FRONT LOADER GARBAGE TRUCK

Year	Make	Model	VIN	Miles	Title Restriction
1996	MACK	MR-688S	1M2K195C4TM007376	98,995	No

Quantity	Condition	Category	Inventory ID
1 Each	See Description	Garbage Truck	UNIT 250 (07376)

Auction Closed

High Bidder: k****s
Sold Amount: \$40,250.00

[View Bid History](#)
[Terms and Conditions](#)

844 visitors

1996 MACK MR688S FRONT LOADER GARBAGE TRUCK

STARTS AND RUNS, (E7-300 DIESEL ENGINE)

THIS VEHICLE HAS BEEN MAINTAINED EVERY 3000 - 4000 MILES

TRUCK WAS TAKEN OUT OF SERVICE 8-3-2009

HAS BEEN REPLACED BY NEWER MODEL.

HAS 15,176 HOURS HAS OPERABLE (ALLISON) AUTOMATIC TRANSMISSION

HAS A/C (CONDITION UNKNOWN) & RADIO WORKS

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HAS AIR RIDE DRIVERS SEAT

HAS POWER STEERING

HAS BACKUP ALARM

BLUE/WHITE EXTERIOR WITH MINOR SCRATCHES AND DINGS

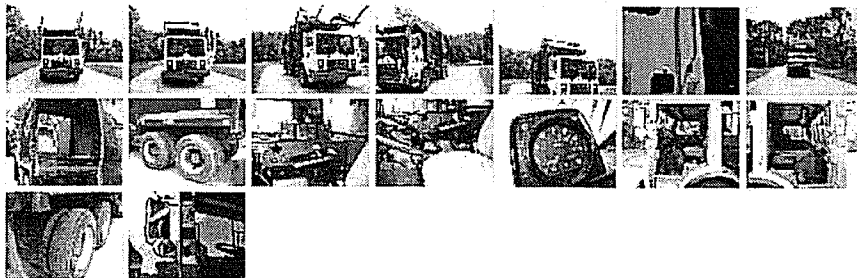
HAS 34 CUBIC YARD MCNEILUS FULL EJECT BED

DECALS WILL NOT BE REMOVED

Conditions of all items are "As is, Where is".

Please contact: Robert Herrington; Phone: (870)-698-2400 Fax: (870)-698-2408, E-mail: bwuclerk@sbcglobal.net For information on this item.

Media



Seller Information

Seller Name: Batesville, AR [\[view seller's other assets\]](#)

Asset Location: 500 E Main St
Batesville, Arkansas 72501-4660
[Map to this location](#)

RFP NO. 10-09
Fayetteville, Arkansas

Online Auction Services

June 4, 2010

Attachment E

Following this page is the www.compete.com Website Traffic Graph

Profiles Analytics Tools Client Solutions Resources

myCompete

Site Profile Tag Profile Category Profile Compare

Search: Site Profiles for e.g. compete.com

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X govdeals.com vs publicsurlus.com vs asset-auctions.com vs bid4assets.com vs purplewave.com Compare

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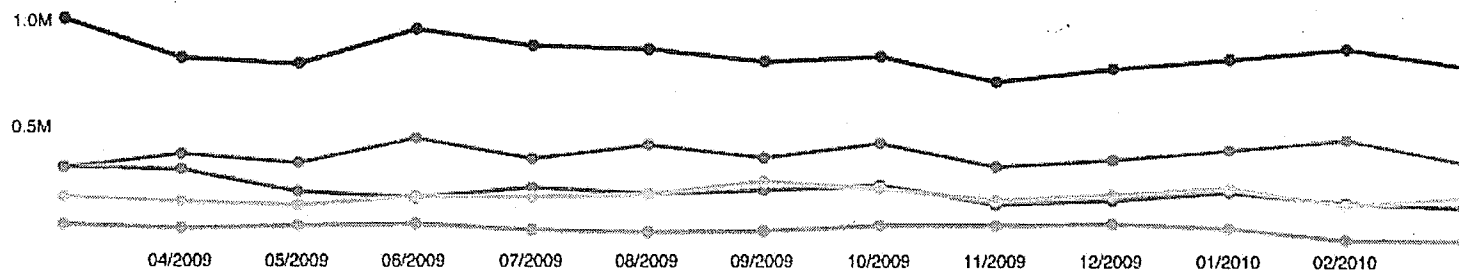
Low Sample Sites: asset-auctions.com

1D 30D 3M 6M 1Y 2Y

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Visits

govdeals.com publicsurlus.com asset-auctions.com bid4assets.com purplewave.com



Monthly Normalized Metrics / March 2010

	Visits	Monthly Change	Yearly Change	
govdeals.com Shopping>Auction Sites and Classifi...	848,506	-8.70%	-20.29%	+
publicsurlus.com Uncategorized	395,002	-21.25%	+8.43%	+
bid4assets.com Uncategorized	185,383	-8.54%	-49.56%	+
purplewave.com Shopping>Auction Sites and Classifi...	229,844	+19.82%	+2.25%	+
asset-auctions.com Uncategorized	24,908	-15.27%	-74.24%	+

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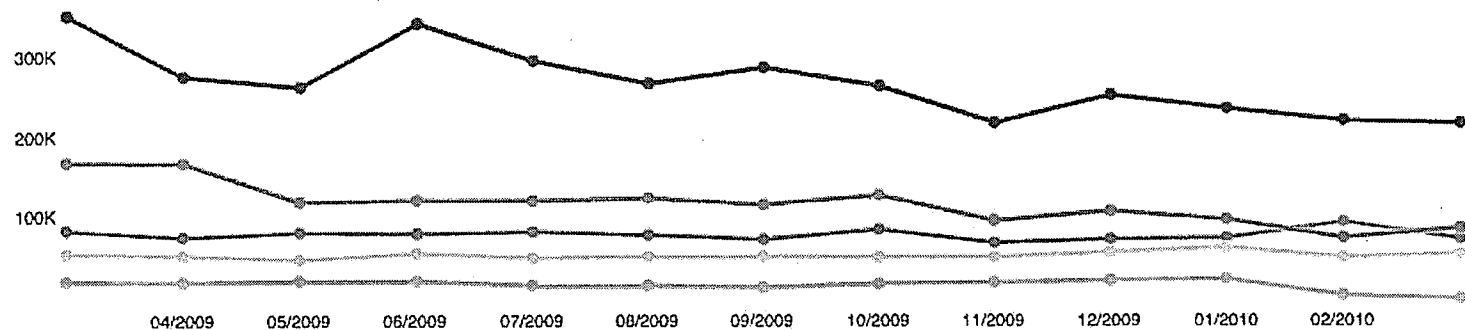
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[Monthly Normalized Metrics / March 2010](#)

	Unique Visitors ?	Monthly Change	Yearly Change	
govdeals.com Shopping>Auction Sites and Classifi...	230,670	-1.62%	-36.60%	+
publicsurplus.com Uncategorized	86,268	-19.49%	-10.84%	+
bid4assets.com Uncategorized	99,770	+14.13%	-45.06%	+
purplewave.com Shopping>Auction Sites and Classifi...	67,086	+7.28%	-0.14%	+
asset-auctions.com Uncategorized	9,764	-29.46%	-69.41%	+



CERTIFICATE OF LIABILITY INSURANCE

Appendix D

RFP #10-09 GovDeals, Inc.

Page 100 of 100

7/17/2011

7/15/2010

PRODUCER Lockton Companies, LLC-A DC 1110 Vermont Ave. NW, Suite 700 Washington DC 20005 (202) 414-2400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Federal Insurance Company	
	INSURER B: Beazley Insurance Company, Inc.	37540
	INSURER C:	
INSURED 1308480 GovDeals, Inc. 5907 Carmichael Place Montgomery AL 36117	INSURER D:	
	INSURER E:	

COVERAGES

J1

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☒	GENERAL LIABILITY	3585-56-31	3/1/2010	3/1/2011	EACH OCCURRENCE	\$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER:	
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	☐	AUTOMOBILE LIABILITY	7354-12-44	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		☒ HIRED AUTOS					
☒ NON-OWNED AUTOS							
Comp/Coll: \$1,000							
	☐	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$ XXXXXXXX
						AGG	\$ XXXXXXXX
A	☒	EXCESS / UMBRELLA LIABILITY	7982-90-22	3/1/2010	3/1/2011	EACH OCCURRENCE	\$ 5,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
		☐ DEDUCTIBLE ☒ UMBRELLA FORM					\$ XXXXXXXX
		RETENTION \$					\$ XXXXXXXX
							\$ XXXXXXXX
							\$ XXXXXXXX
A	☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7170-24-47	3/1/2010	3/1/2011	☒ WC STATUTORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	☐	OTHER	MEDTE 1000239	3/1/2010	3/1/2011	\$1,000,000	
		Errors & Omissions					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

10941038

City of Fayetteville
Purchasing Division - Room 306
113 W. Mountain
Fayetteville AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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City of Fayetteville Staff Review Form

A. 5
RFP #10-10 Treadwell Institute
Page 1 of 28

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

John Coleman

Submitted By

Division

Sustainability

Department

Action Required:

RFP 10-10: Administrator for Community Revolving Loan Fund -- This RFP is to hire an administrative firm for the Energy Efficiency and Conservation Block Grant Community Revolving Loan fund. The Fund was developed to provide funding to Fayetteville non-profits for the purposes of energy efficiency and renewable energy projects.

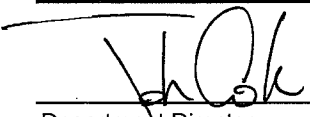
\$ 55,000.00	\$ 275,000.00	Administrative Community RLF
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5314.00	\$ -	Community RLF
Account Number	Funds Used to Date	Program / Project Category Name
09011.0020	\$ -	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

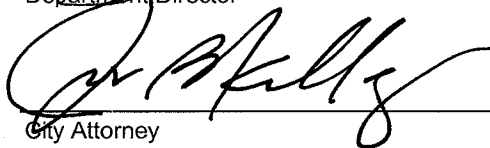

Department Director

7/15/10
Date

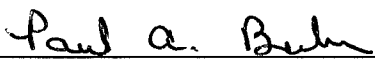
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

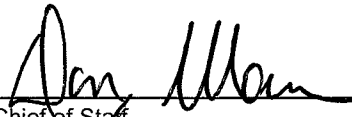

City Attorney

7-16-10
Date


Finance and Internal Services Director

7-19-2010
Date

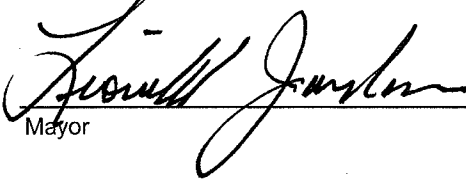
Received in City Clerk's Office 07-15-10 P03:51 RCVD


Chief of Staff

7-19-10
Date

Received in Mayor's Office

ENTERED
7/16/10 BRP


Mayor

7/20/10
Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO: Lioneld Jordan, Mayor
FROM: John Coleman, Sustainability Director *JC*
Thru: Don Marr, Chief of Staff
DATE: July 15, 2010
SUBJECT: Community Revolving Loan Fund – RFP 10-10

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City is hiring Treadwell Institute at a flat 20% fee of the total project cost, not to exceed \$55,000, to administer the Community Revolving Loan Fund. The Community RLF will provide funding to non-profits to perform energy efficiency upgrades on their facilities while using the energy dollar savings to pay back the loan. Treadwell Institute will identify projects, provide energy audit services, and assist non-profits in developing the full project. Treadwell will also pursue other funding sources through grants, foundations, etc. to bolster the Community RLF program.

Selection Process

The City issued a Request for Proposal 10-10 soliciting firms to administer the Community RLF fund. Treadwell Institute was selected by a committee.

Budget Impact

Contract costs will be paid for exclusively by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #10-10 AND APPROVING A CONTRACT IN AN AMOUNT NOT TO EXCEED \$55,000.00 WITH TREADWELL INSTITUTE TO PROVIDE ADMINISTRATOR SERVICES FOR AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT COMMUNITY REVOLVING LOAN FUND, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #10-10 and approves a contract in an amount not to exceed \$55,000.00, a copy of which is attached as Exhibit "A," with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund.

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

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
RFP 10-10, Administrator for Community Revolving Loan Fund
Agreement

This contract executed this 15 day of July, 2010, between the City of Fayetteville, Arkansas, and Treadwell Institute. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for AN ADMINISTRATOR FOR A COMMUNITY REVOLVING LOAN FUND; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 10-10 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Treadwell Institute; and

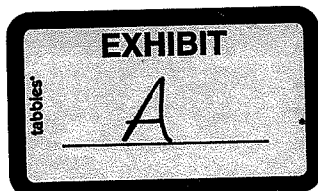
WHEREAS, Treadwell Institute has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

WHEREAS, The City of Fayetteville has received a grant for such funding and Treadwell Institute agrees to follow all conditions, regulations, and rules of such grant, and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** Treadwell Institute hereby agrees to provide the City with ADMINISTRATOR SERVICES FOR A COMMUNITY REVOLVING LOAN FUND, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.

2. **Pricing:** Treadwell Institute at its own cost and expense shall furnish all labor, services, materials, marketing, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per RFP 10-10 as stated in Treadwell Institute's



proposal, and in accordance with specifications attached hereto and made a part hereof under RFP # 10-10, all included herein as if spelled out word for word.

3. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.

4. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of ONE (1) year, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for FOUR (4) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Fayetteville City Council.

5. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.

6. **Assignment and Subcontracting:** Treadwell Institute shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Treadwell Institute shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

7. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to Treadwell Institute of the intent to cancel, or with cause if at any time Treadwell Institute fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Treadwell Institute to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time

stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Treadwell Institute of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

8. **Compensation:** As compensation for Treadwell Institute providing services to the City as described herein, the City shall pay Treadwell Institute in arrears, based on the submission of invoices for work completed and properly authorized.

9. **Permits & Licenses:** Treadwell Institute shall secure and maintain any and all permits and licenses required to complete this contract.

10. **Minimum Insurance Requirements:** Treadwell Institute shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. Treadwell Institute must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. Treadwell Institute shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as Treadwell Institute.

11. **Indemnification:** Treadwell Institute shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Treadwell Institute; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Treadwell Institute; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Treadwell Institute represents specific consideration for this indemnification obligation.

12. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

13. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

14. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

15. **Freedom of Information Act:** Documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Treadwell Institute will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

16. **Documents Comprising Contract:** The contract shall include this Agreement for AN ADMINISTRATOR FOR COMMUNITY REVOLVING LOAN FUND, as well as the following documents, which are incorporated herein by reference.

- a. Appendix A: City of Fayetteville's Request for Proposal and all of its addenda and attachments issued on or around May 24, 2010;
- b. Appendix B: Treadwell Institute's Proposal.
- c. Appendix C: Treadwell Institute's Certificate of Insurance as required, listing the City as an additional insured;

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

17. **Project Approval:** The City of Fayetteville Mayor, or Project Manager shall authorize all projects for final approval.

18. **Procurement Process & City Procedures:** Treadwell Institute shall follow all state, local, and federal laws. All City policies and state laws shall be followed at all times. Treadwell Institute shall coordinate with the City of Fayetteville Purchasing Division for all bidding and quoting requirements, procedures, etc. City of Fayetteville Purchasing Division or Project Manager shall approve all work between Treadwell Institute and selected parties.

19. **Reporting Requirements:** Treadwell Institute shall follow all reporting requirements required by the Department of Energy and the City of Fayetteville. At a minimum, the deadlines listed below will apply to reporting and invoicing.

- a. January – March: Due April 1st
- b. April – June: Due July 1st
- c. July – September: Due October 1st
- d. October – December: Due January 1st

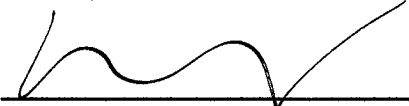
WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk



Treadwell Institute

BY MIKE LOLLEY / EXECUTIVE
NAME AND TITLE DIRECTOR

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

RFP 10-10, Addendum 1

RFP 10-10, Administrator for Community Revolving Loan Fund

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Monday, June 7, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the proposal documents to the same extent as though it were originally included therein. Proposers should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

1. This contract will be for a total of five (5) years, subject to annually to funding.
2. The City does not have a listing of non-profit organizations in the area; however, approximately 8-10 non-profit organizations have expressed an interest in the project.

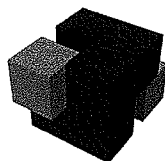
Acknowledge Addendum #1:

Printed Name: MIKEL CLOLEY

Signature: [Signature]

Title: EXECUTIVE DIRECTOR Date: 07/15/10

Company: TREADWELL INSTITUTE



TREADWELL
I N S T I T U T E

Response to Request for Proposal

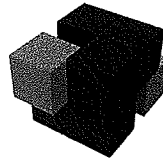
City of Fayetteville
RFP 10-10, Administrator for Community Revolving Loan Fund

Submitted to:

City of Fayetteville
113 W. Mountain, Room 306
Fayetteville, AR 72701
Attn: Andrea Foren, CPPB
aforen@ci.fayetteville.ar.us
479.575.8220

Submitted by:

Treadwell Institute
706 W. Treadwell
Fayetteville, AR 72701
Mikel C Lolley
Mikel.lolley@gmail.com
479.841.7801



TREADWELL
I N S T I T U T E

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I. Business Organization and Experience.

Treadwell Institute is a non profit devoted to finding sustainable solutions to the built environment. Mikel C Lolley is the Founding Executive Director with over 15 years experience as a Design / Builder, quietly performing his own Greenovation experiments on his own projects -- self performing all aspects as Owner / Developer / Specifier / Builder, and most importantly, as the on-going Facility Manager.

This practical experience has allowed Mikel to be a much better predictor of how design and construction decisions endure over time. What decisions will fail? When will they fail? How they will fail? And, where they will fail?

Every design decision and every construction detail needs to be run through this framework. Predicting what those decisions and details will look like after the one year warranty period, after 5 years, 10 years, and even to the end of a 39 year depreciation schedule is the GREENEST contribution that a design/builder can provide for any owner on any project and for any building.

Predicting the future of how gracefully materials, equipment and technology will endure over time is like looking into a crystal ball, and is the filter that is often conspicuously missing from the conversations of the design professionals, and the subsequent builders.

These same building owners and facilities managers are left to contend with those short sided decisions for the next 20 plus years, and at tremendous add cost and energy over the lifecycle of the building.

This can and should be avoided thru more due diligence up front, more practical experience informing the design decisions, more hands-on experience for informing the actual execution, all aimed at fostering less embedded energy consumed repairing and maintaining design and construction errors that cannot endure the test time.

II. Organizational Chart.

- a. Executive Director: (primary contact)
 - i. Mikel C Lolley.
- b. Board of Directors:
 - i. Chair – Leslie Bennoch.
 - ii. Vice Chair – Matthew Petty.
 - iii. Secretary/Treasurer – Daniel McCormick CPA.



III. Recent History.

Treadwell Institute the non-profit has been performing Energy Evaluations and Energy Efficiency Recommendations on residential, small commercial, non-profit, and schools over the past year and a half. Treadwell LLC has been self performing similar services on their own buildings since 1995. Neither entity has performed services for any governmental agency in the past.

IV. Description of similar work in past five years.

Treadwell has been calling upon non-profits over the past year and conducting the initial Energy Survey Walk-thru's. From these survey's, Treadwell has been running Energy Analysis software to predict the most appropriate interventions that would be most effective in reducing energy consumption and corresponding cost saving back to the owner's. This same software then calculates the ROI's and SIR's for each line item of intervention or action taken. Treadwell has been sitting on these potential projects until the incentives that have been looming on the horizon could be collected and included in the proposals. These incentives include the City RLF, Federal Tax Credits, Utility Company Credits, as well as Arkansas Energy Office Tax Credits. Together these incentives are exactly what we need given the current fragile US economy to push building owner to commit to the energy efficiency upgrades now while these opportunities last.

Treadwell has been practicing Greenovation since the mid 90's on their own projects and has been a pioneer in the industry of sustainability as it pertains to energy efficiency and weatherization. It is challenging to extrapolate where the line between a conventional project and a green project exists when employing the same intellectual property, knowledge and experience to all projects.



V. Four Client References.

- i. Client: Pamela and RJ Candler (Current Residential Project)

Address: 1109 Ranch Drive, Springdale AR 72762-2135

Phone: 479.283.1212
- ii. Client: Angey Lyons, Interior Designer w/ Arvest Bank Operations

Address: 75 N. East Av., Ste 503, Fayetteville AR 72701

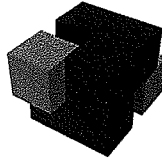
Phone: 479.973.4163
- iii. Client: Rachel McArtor, Property Manager w/ Arvest Bank, Tulsa

Address: 502 S. Main Mall, Tulsa OK 74103

Phone: 918.631.1013
- iiii. Client: Luke Wigley, President w/ Security BankCard Center, Inc.

Address: 225 East Eufaula, Norman OK 73069

Phone: 405.366.3910



TREADWELL
I N S T I T U T E

VI. Program:

- i. Bulk purchasing thru pre-vetted and preferred suppliers for best price for most regularly used materials such as caulk, weather stripping, insulation(s), doors and windows etc.

Regularly used materials to be maintained in a revolving inventory to mitigate unnecessary lead time and performance issues.

Pre-vetted and preferred subcontractors for best price, (fully licensed and insured) subcontractors for HVAC, Plumbing, and Electrical, and Insulation.

Pre-vetted and preferred subcontractors for Caulk, Paint, Carpentry etc.

- ii. Identify potential facilities, contact directly their building owner's and educate them on the City of Fayetteville Revolving Loan Fund and Energy Efficiency Program.

Conduct an Energy Survey for the existing building. Identify potential interventions that could save energy and corresponding cost savings in their utilities for Gas, Electric, Water, Sewer and Trash.

Plug interventions into Energy Modeling Program and rank interventions upon ROI (return on investment) and SIR, (savings investment ratio).

- iii. Direct marketing and solicitation for Non-profits to participate in this program.

Conduct a thorough Energy Survey Walk-thru.

Identify and rank projects with the City that demonstrate highest potentials for energy efficiency interventions, corresponding energy savings and corresponding cost savings to the building owner that would go toward repaying the borrowed amount to RLF.

Perform Certified Energy Audit and develop detailed scope of work.

Solicit bid proposals from subcontractors for materials and labor.

Manage closely in the field that the implementation for the scope of work meets the prescribed specifications to completion and final inspections prior to releasing of any money's to subcontractors.

Work closely with non-profits to establish the payment program and reporting requirements.

Solicit fundraising to enhance the Community RLF.



VII. Cost Proposal:

Treadwell Institute will perform the services listed above at a **flat 20% fee**, of the total RLF of **\$275,000**, for a **maximum annual fee of \$55,000**. Any loan amount of the RLF not allocated towards projects within the 1-year contract duration will be refunded at that same 20%.

END

Mikel C. Lolley

20 South Hill Avenue • Fayetteville, AR 72701 • Mikel.lolley@gmail.com • 479.841.7801

Objective

To grow a program, or a company devoted to Green Building, Green Jobs, and Green Jobs Training that can make "Real" measurable contributions toward a greater sustainability of energy and of our natural resources.

Qualifications Summary

- A uniquely broad perspective of expanded scope of services and unorthodox delivery methods for building design and construction to meet the unique demands of project types and building owners.
- Creative entrepreneurial mind that is able to identify opportunities to expand scope of service to clients, able to identify opportunities to solve delivery problems thru non traditional methods.
- Excellent team building and communication skills that foster trust and cooperation among the various share holders invested in designing and constructing buildings.

Education

University of Arkansas at Fayetteville, School of Architecture
Bachelor of Architecture, Class of 1995

Work Experience

Construction Manager / 2003 - 2008

Arvest Bank Operations, Inc. / Architectural Management / Fayetteville, AR

Responsible for representing owners interest for a regional bank with branch locations in a (4) four state area. Responsible for managing 30 million annually in a wide range of bank branch facilities, expansions and construction:

- Provide expertise in Site Selection for New Bank Branch Locations, including ATM sites.
- Review Real Estate Contracts for Site Purchase and/or Land Lease.
- Provide Due Diligence items such as - Soils Testing, Phase 1, Environmental for informing Real Estate Contracts.
- Production of Schematic Site Plan Drawings for New Sites.
- Production of Schematic Floor Plans for Remodels and/or Additions on existing facilities.
- Participate in Selection Process for Consultant Teams (Architects, and Engineers), responsible for producing quality sets of Construction Documents.
- Any further Design Development necessary during Construction Document phase.
- Distribution of final construction documents to owner vendors for coordination.
- Actively engaged in the Selection Process for General Contractor, either thru competitive bid, negotiated contract, or pre-qualification criteria, based upon project type.
- Review of Construction Contracts between Owner and General Contractor.
- Representing owner's interest during all phases of actual construction.
- Representing owner's interest for any warranty issues, or ongoing facilities issues after substantial completion.
- Co-authored revised bank building prototype standards and construction guidelines.
- Ensure that prototype standards were implemented bank wide on all projects where applicable.

Accomplished the development of expanded owner furnished vendor list with national material suppliers in order to maintain off-site warehousing, maintain prototype continuity, eliminate lead time delays, and reduce product quality variables, as well as, pooling purchasing power for best price and service.

Accomplished in the Development of first LEED Certified (Silver) freestanding bank branch in the state of Arkansas.

Director / Marketing 2002 – 2003

Resource Design / Rogers, AR 72756

Responsible for New Client Development, and Existing Client Business Development. Non-traditional Project Manager for national retail clients, as well as, several regional bank clients.

- Developed complete brand and prototype packages for new retail stores, mall application, tenant finish and remodel projects.
- Developed opportunities with owners to expand scope of service toward design/build.
- Developed relationships with local owners and developers toward expanding local presence for projects within the Northwest Arkansas Region.
- Project Manager for several national retailers, and several regional banks – All aspects from initial design, thru to expanded service of construction management.

Accomplished negotiating initial contracts among key partners for full-service design/build projects between the, (Owners, Contractors, Consultants, and Employer) whereby, I would serve as single point of contact thru-out projects duration, from initial thoughts to handing them the keys to their new facility.

Director of Architectural Production and Design / 2001 – 2003

Southwind Group, Inc. / Arkansas Office / Rogers, AR 72756

Responsible for all design, the production and distribution of the construction documents, as well as expanded scope of construction management services. Responsible as qualifying party to obtain State License for General Contractor in states where we had projects under contract.

- Honor re-assigned, Wal-Mart In-store bank branch construction contracts that had yet to be fulfilled when Wal-Mart Financial Services dissolved Wal-Mart Realty In-store bank leasing and construction program, (15 projects, valued at 3 million in construction, built-out in 6 months).
- Developed branding, prototype architectural design, and construction packages for new retail stores, primarily big box, dark store, tenant divide, and tenant finish.
- Developed opportunities and expanded scope of services for existing clients for other project types.
- Developed turn-key design/build services, single contract, from initial design thru construction.
- Developed opportunities with potential big box owners and developers interested in turn-key design/build scope of service for build-out within Wal-Mart dark stores.
- Director of production for all architectural drawings, from schematic conceptual sketches, to full sets of construction documents.

Accomplished the development of expanded contractor vendors list between national material suppliers for onsite warehousing, thereby, eliminating lead-time delays, product quality variables, as well as, pooling purchasing resources for best price and service.

Accomplished the role of Qualifying Party for General Contractor, whereby, I took the States Licensing Exams in states where we had projects needing licensing.

Accomplished the brokering of partners necessary to establish the Northwest Arkansas Office, and then be able to obtain the outstanding Wal-Mart Realty, In-store bank construction contracts.

Project Manager / 1998 – 2001

Harrison French Architecture / Bentonville, AR 72712

Responsible for all design, production, and distribution for the construction documents, as well as expanded scope of construction management service for Wal-Mart Realty Construction.

Accomplished in the development of expanded owner furnished, contractor installed items in an effort to meet stringent timelines for a 4 week tenant build-out on approx. 40 tenant finish, In-store Bank Branch projects per year.

Accomplished the development of the parallel program, Harrison French Banks, to provide similar service to bank clients building In-store retail bank branches in locations outside of Wal-Mart Supercenters.

Project Manager / Principle Designer / 1995 – 1998

Great Southern Metals Company / Fayetteville, AR

Responsible for sales and design of custom ironwork. Provided hands-on coordination from design thru to the fabrication of the finished product, and including installation. Worked closely with owners, interior designers and architects for producing unique custom pieces ranging from furniture and light fixtures, to driveway gates and fencing, to elaborate interior handrails and door pulls, to complete metal stair cases and custom handrails for large commercial spaces, such as, hotel lobbies and restaurants, etc.

Accomplished establishing an inventory and catalogue of rejected custom scrolls from our lighting shop to be used on these unique custom designed pieces, and at considerable savings to the owners. This generated a new revenue stream from rejected lighting fixture parts that would have previously been only worth their weight in recycling.

Entrepreneurial Experience

Owner / Developer / Specifier / Contractor / Facilities Manager / 1991 – Present

Treadwell Institute / Fayetteville, AR

Responsible for the purchase of multiple blighted properties located in downtown Fayetteville over the past fifteen years and redeveloping them into higher-end apartments.

Accomplished transforming a wide range of building types, including two 6000 square foot Victorian single family homes, as well as, two 8-plexes, and six townhouses with a vacancy rate of over 60%, doubling existing rent roles and reducing the vacancy rate to no more than 5%.

Sole Proprietor / 1985 – 1988

*Eclectiques Antique and Curio Shop
Little Rock, AR 72205*

Organizations

- Charter Member / Architectural Advisor, Washington County Historic Preservation Association.
- Chair of Fayetteville, Historic District Commission.
- Member for Fayetteville Forward, Green Economy Group.
- Member for Fayetteville Forward, Historical & Heritage Group.
- Founder and Director of Treadwell Institute.
- Steering Committee Board Member of the USGBC, West Chapter.
- Competitive Runner.



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

REQUEST FOR PROPOSAL: RFP 10-10, Administrator for Community Revolving Loan Fund
DEADLINE: Wednesday, June 16, 2010 at 3:00 PM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Monday, May 24, 2010

REQUEST FOR PROPOSAL
RFP 10-10, Administrator for Community Revolving Loan Fund

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-10, Administrator for Community Revolving Loan Fund" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: TREADWELL INSTITUTE
Contact Person: MIKEL C LOLLEY Title: EXECUTIVE DIRECTOR
E-Mail: MIKEL.LOLLEY@GMAIL.COM Phone: 479 841 7801
Business Address: 20 S. HILL DR.
City: FAYETTEVILLE State: AR Zip: 72701
Signature: [Signature] Date: 06/10/10

City of Fayetteville
RFP 10-10, Administrator for Community Revolving Loan Fund
SECTION D: Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: TREADWELL INSTITUTE
BUSINESS ADDRESS: 20 S. HILL DR.
NUMBER OF YEARS IN BUSINESS: 1 YEAR HOW LONG IN PRESENT LOCATION: 1998
TOTAL NUMBER OF CURRENT EMPLOYEES: 1 FULL TIME 0 PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 1 FULL TIME 0 PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. RESIDENCE
COMPANY NAME
SPRINGVILLE, AR 72762
CITY, STATE, ZIP
PAMELA & RJ CANDLER
CONTACT PERSON
479.283.1212
TELEPHONE

FAX NUMBER
PERMISSION @ GPC GLOBAL.NET
E-MAIL ADDRESS

2. ADVEST BANK OPERATIONS
COMPANY NAME
FAYETTEVILLE, AR 72701
CITY, STATE, ZIP
DARREY LYONS
CONTACT PERSON
479.973.4163
TELEPHONE

FAX NUMBER
DLYONS @ ADVEST.COM
E-MAIL ADDRESS

3. ADVEST BANK
COMPANY NAME
TULSA, OK 74103
CITY, STATE, ZIP
ROCHEL MCARTOR
CONTACT PERSON
918.631.1013
TELEPHONE

FAX NUMBER
RMCAITOR @ ADVEST.COM
E-MAIL ADDRESS

4. SECURITY BANK CARD
COMPANY NAME
NORMAN, OK 73069
CITY, STATE, ZIP
LUKE WIGLEY
CONTACT PERSON
405.366.3910
TELEPHONE

FAX NUMBER
LWIGLEY @ SECURITY BANK CARD
E-MAIL ADDRESS
COM

City of Fayetteville
RFP 10-10, Administrator for Community Revolving Loan Fund
SECTION E: Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

☒ 1) NO KNOWN RELATIONSHIP EXISTS

☐ 2) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Mike C Lolley
Printed Name

[Signature]
Signature

06/14/10
Date

City of Fayetteville
RFP 10-10, Administrator for Community Revolving Loan Fund
SECTION F: Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: TREADWELL INSTITUTE
Name of Primary Contact: MIKEL C LOLEY
Title of Primary Contact: EXECUTIVE DIRECTOR
Phone#1 (cell preferred): 479 841-7801 Phone#2: 479-287-4399
E-Mail Address: MIKEL.LOLEY@GMAIL.COM

PART 2: Contact for Legally Binding Contracts: ABOVE

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: 06/14/10

Signed: _____

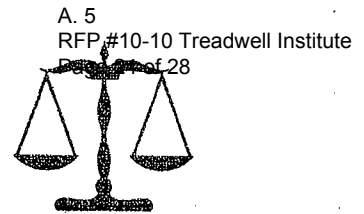
MIKEL LOLEY

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

MEMORANDUM

TO: ANDREA FOREN, PURCHASING AGENT
FROM: JASON B. KELLEY, ASST. CITY ATTORNEY
DATE: JUNE 22, 2010
RE: TREADWELL INSTITUTE/CONFLICTS ISSUE



I have reviewed the information you provided concerning a proposal submitted pursuant to RFP 10-10 by Treadwell Institute. It appears that Alderman Matthew Petty is Vice-Chairman of the Board of Directors of Treadwell, and you asked whether or to what extent this relationship may pose a conflict of interest prohibiting the City from entering into an agreement with Treadwell.

State law prohibits city officials and employees from having any "interest" in contracts entered with the City. Specifically, state law states that "[n]o alderman, council member, official, or municipal employee shall be interested, directly or indirectly, in the profits of any contract for furnishing supplies, equipment, or services to the municipality unless the governing body of the city has enacted an ordinance specifically permitting aldermen, council members, officials, or municipal employees to conduct business with the city and prescribing the extent of this authority." Ark. Code Ann. § 14-42-107(b)(1).

The City of Fayetteville has enacted an ordinance defining the authority of a city employee to contract with the City. "An employee of the city shall be permitted to conduct business with the city, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does not exceed \$500.00." Fayetteville, Ark. Code § 34.26.

The contract at issue with Treadwell would exceed \$500.00, and as a member of the Board of Directors of Treadwell, Alderman Petty could have at least an indirect benefit from an agreement with the City. Since this is the case, I believe the City is not permitted to enter into an agreement with Treadwell pursuant to RFP 10-10.

I am attaching copies of the applicable statutes for your reference. Should further questions arise, please contact me.

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

procedure is deemed not feasible or practical.

(Code 1965, §2-67; Ord. No. 1215, 9-14-59; Ord. No. 1687, 7-21-69; Ord. No. 2259, 8-3-76; Ord. No. 3400, 1-3-89; Ord. No. 3453, 9-5-89; Ord. No. 3676, 2-17-93; Ord. No. 3719, 7-6-93; Code 1991, §34.23; Ord. No. 4722, 7-19-05; Ord. No. 4901, 7-18-06; Ord. 4963, 12-19-06; Ord. 5298, 12-15-09)

34.24 Repealed

34.25 Sales

(A) The purchasing agent may sell or exchange any city-owned supplies, equipment, or materials if such have a fair market value of less than \$2,500.00 through a quote process. Vehicles and heavy equipment are excluded from this process.

(B) Such supplies, equipment, or materials which have a fair market value of \$2,500.00 or more may be sold by the purchasing agent by public auction or by contract sale after formal competitive bids for the purchase therefore have been solicited by advertisement and by other means and such bids have been received and opened.

(C) The City Council may waive the requirements for public auction or formal competitive bids for sales of personal property in exceptional situations where such procedures are deemed not feasible nor practical.

(Code 1965, §2-69; Ord. No. 1215, 9-14-59; Ord. No. 1827, 10-4-71; Ord. No. 2006, 5-7-74; Ord. No. 3545, 4-16-91; Code 1991, §34.25; Ord. 4553, 04-06-04; Ord. 4723, 7-19-05)

34.26 Authority Of City Employee To Contract With The City

An employee of the city shall be permitted to conduct business with the city, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does not exceed \$500.00.

(Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-42-107.

34.27 Sale Of Municipally Owned Real Property

(A) Municipally owned real property shall not be offered for sale without the express authorization, by resolution, of the City Council. The City Council shall determine whether the property should be rezoned prior to offering it for sale.

(B) Such resolutions shall contain a specific finding by the City Council that the subject real property no longer serves a municipal purpose.

(C) Two simultaneous and independent appraisals of the real property shall be obtained by the city for the City Council's consideration, dated within six months of the proposed sale.

(D) Public notice shall be given not less than thirty calendar days before the first City Council meeting at which such a resolution is introduced, by all of the following means:

(1) A conspicuous display advertisement placed in a newspaper of general circulation in the city, on at least four separate occasions;

(2) Certified mail, return receipt requested, to all adjacent property owners; and

(3) Signs, prominently displayed, and at all approaches to the subject real property, announcing that the City Council will be considering the sale of the real property, the date on which the sale is to be debated, as well as the telephone number of the mayor's office.

(E) Upon an affirmative vote of the City Council, the city shall solicit sealed bids, at a minimum price set by the City Council, from all interested parties. Bids must equal or exceed the minimum price set by the City Council and the appraised value of the property.

(F) The city shall sell the subject real property to the highest qualified bidder. In the event none of the bids from a qualified bidder equals the minimum price set by the City Council, the city shall reject all bids, and may reopen the bidding, upon City Council approval.

(G) Upon receipt of an acceptable bid, and authorization by a separate resolution of the City Council, the conveyance of the real property shall be performed by the mayor and city clerk.

(H) Exemptions from the requirements of this ordinance:

Westlaw

A.C.A. § 14-42-107

Page 1

C

West's Arkansas Code Annotated Currentness

Title 14. Local Government

Subtitle 3. Municipal Government (Chapters 36 to 69)

Chapter 42. Government of Municipalities Generally

Subchapter 1. General Provisions

→ § 14-42-107. Interest in offices or contracts prohibited

(a)(1) No alderman, member of any council, or elected official of a municipal corporation, during the term for which he or she has been elected or one (1) year thereafter, shall be appointed to any municipal office that was created or the emoluments of which have been increased during the time for which he or she has been elected except to fill a vacancy in the office of mayor, alderman, clerk, clerk-treasurer, recorder, or recorder-treasurer.

(2) No alderman or council member shall be appointed to any municipal office, except in cases provided for in §§ 14-37-101 et seq. -- 14-61-101 et seq., during the time for which he or she may have been elected.

(b)(1) No alderman, council member, official, or municipal employee shall be interested, directly or indirectly, in the profits of any contract for furnishing supplies, equipment, or services to the municipality unless the governing body of the city has enacted an ordinance specifically permitting aldermen, council members, officials, or municipal employees to conduct business with the city and prescribing the extent of this authority.

(2) The prohibition prescribed in this subsection shall not apply to contracts for furnishing supplies, equipment, or services to be performed for a municipality by a corporation in which no alderman, council member, official, or municipal employee holds any executive or managerial office or by a corporation in which a controlling interest is held by stockholders who are not aldermen or council members.

CREDIT(S)

Acts of 1875, Act 1, § 86, p. 1; Acts of 1963, Act 182, § 1; Acts of 1981, Act 485, § 1; Acts of 2003, Act 1299, § 1, eff. July 16, 2003; Acts of 2009, Act 403, § 1, eff. July 31, 2009.

Formerly C. & M. Dig., § 7520; Pope's Dig., § 9580; A.S.A. 1947, § 19-909.

HISTORICAL AND STATUTORY NOTES

Arkansas Code Revision Commission

Technical changes were made in 2003, 2007, and 2009 to conform with the official Arkansas Code of 1987 as

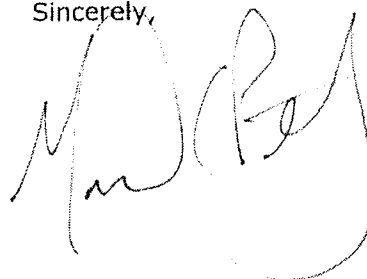
© 2010 Thomson Reuters. No Claim to Orig. US Gov. Works.

June 22,
2010

To whom it may concern:

Effective immediately, I am resigning from the Board of Directors of the Treadwell Institute. I have enjoyed serving on the Board of an organization performing such important work, but potential conflicts of interest which may arise from my elected position with the City of Fayetteville may prevent the organization from performing important work in coordination with our local government.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Petty', written in a cursive style.

Matthew Petty

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

A. 5
RFP #10-10 Treadwell Institute
Page 28 of 28

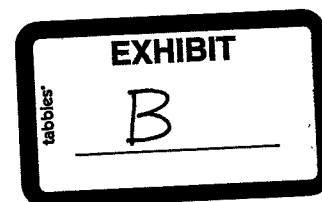
Budget Year 2010	Department: Project Accounting Division: Citywide Program: Energy Block Grant	Request Date 7/15/2010	Adjustment Number
--------------------------------	---	--------------------------------------	--------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Move Administrative Costs to Community Revolving Loan Fund sub-project as vendor will provide these services

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

Administrative costs will not be internal, but provided by the vendor.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Personnel Services - Contra	2240.9240.5120.00		25,000	09011 0060
Professional Services	2240.9240.5314.00	25,000		09011 0020
				.
				.
				.
TOTAL		25,000	25,000	

Division Head	Date
	7/15/10
Budget Director	Date
	7/20/2010
Department Director	Date
	7-20-2010
Finance Director	Date
	7-19-10
Chief of Staff	Date
	7/20/10
Mayor	Date

Requested By _____ kspringer

Budget & Research Use Only

Type: A B C D E

Description: _____ 0

General Ledger Date _____

Posted to General Ledger Initial Date

Posted to Project Accounting Initial Date

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Carole Jones

Submitted By

Park Planning

Division

Parks and Recreation

Department

Action Required:

Parks and Recreation requests City Council approval of a resolution to authorize the City to apply for \$125,000 from the Arkansas Parks and Tourism Outdoor Recreation Grant Program for improvements at Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

\$ 125,000.00

Cost of this request

\$ 125,000.00

Category / Project Budget

Lake Fayetteville Improvements

Program Category / Project Name

2250.9255.5806.00

Account Number

\$ -

Funds Used to Date

Parks Development

Program / Project Category Name

02043.1001

Project Number

\$ 125,000.00

Remaining Balance

Parks Development

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

07-15-10P03:51 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
Alison Jumper, Park Planning Superintendent *aj*

From: Carole Jones, Park Planner *CJ*

Date: July 16, 2010

Subject: Resolution to apply for 2011 Arkansas Outdoor Recreation Grant
Agenda Request for August 3, 2010 Meeting

PROPOSAL:

The Land and Water Conservation Fund (LWCF) is a federal program with funds derived from the sale of federal surplus real estate property, federal motor boat fuel tax, and Outer Continental Shelf mineral receipts. The Natural and Cultural Resources Grant and Trust Fund (NCRGTF) is a state program with funds collected from a tax on the transfer of certain real estate in the State of Arkansas. LWCF and NCRGTF funds are included in the Department of Parks and Tourism's Outdoor Recreation Grants Program for funding outdoor recreation facilities. Only incorporated cities and counties may apply. This is a 50/50 reimbursable matching grant with a \$250,000 maximum request on matching funds.

In 2009, Arkansas Parks and Tourism awarded our City with \$50,000 for the development of Doc Mashburn Park. In 2007, the City was awarded \$100,000 for the renovation of Sweetbriar Park and Bryce Davis Parks. Other parks funded in part by this grant include Braden Park, Grinders Skate Park at Walker Park, Gulley Park, Veterans Memorial Park at Lake Fayetteville and the Botanical Gardens of the Ozarks at Lake Fayetteville Park. The 2011 grant deadline is August 27, 2010. A resolution from the City of Fayetteville is required to apply for the grant.

A public hearing was held at the Lake Fayetteville boat dock office on June 17, 2010 to gather input from the public regarding recreation needs and to prioritize an eligible grant project (see attached public hearing affidavit of publication and minutes). An outreach to groups such as ethnic minority populations, the elderly and persons with disabilities was attained through additional group meetings. Specific projects for the grant application were not defined at the outreach meetings or the public hearing.

Staff has analyzed available matching funds and current projects and recommends applying for funds for the following projects: 1) improvements to the playground area at Lake Fayetteville Park North Shore including ADA accessibility; 2) providing ADA accessibility to the existing playground at the Yvonne Richardson Community Center; and 3) providing ADA accessibility to the existing playground located along Block Avenue in Walker Park. See attached conceptual site plans.

The grant application must include detailed budgets, plans, specifications and bid documents that are ready for immediate bid and construction and asks the applicant to specify how funding meets the needs of the community.

This grant contains twelve (12) obligations covering items such as compliance of the Americans for Disabilities Act and requiring that the property be retained in perpetuity for outdoor recreation use (see attached grant obligations). Lake Fayetteville Park, the Yvonne Richardson Community Center and Walker Park meet all of these obligations.

Section 6(f) (3) of the LWCF Act states "No property acquired or developed with the assistance under this section shall, without the approval of the Secretary of the United States Department of the Interior, be converted to other than public outdoor recreation use." If this property must ever be used for anything other than outdoor recreation use, it is possible to covert the park boundary.

The Parks and Recreation Advisory Board approved the selection of these projects for the 2011 Arkansas Parks and Tourism Outdoor Recreation Grant. The conceptual plans were approved by PRAB on July 12, 2010 (see attached PRAB meeting minutes).

RECOMMENDATION:

Parks and Recreation requests City Council approval of a resolution to authorize the City to apply for \$125,000 from the Arkansas Parks and Tourism Outdoor Recreation Grant Program for improvements at Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

BUDGET IMPACT:

This grant application is for \$125,000. The Arkansas Outdoor Recreation Grant is a 50/50 Matching Grant. If the full amount requested is awarded, the City is responsible for applying \$125,000 towards the project, resulting in a \$250,000 project. Currently, the Lake Fayetteville North Shore Playground Renovations project has \$125,000 budgeted for 2011.

Attachments:

Public Hearing Affidavit of Publication
Public Hearing Minutes from June 17, 2010
Conceptual Site Plans
Arkansas Outdoor Recreation Grant Obligations
PRAB Meeting Minutes from July 12, 2010

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR AN ARKANSAS PARKS AND TOURISM OUTDOOR RECREATION GRANT IN THE AMOUNT OF \$125,000.00 FOR IMPROVEMENTS TO THE LAKE FAYETTEVILLE NORTH SHORE, THE YVONNE RICHARDSON COMMUNITY CENTER AND WALKER PARK

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 application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

PASSED and **APPROVED** this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

NORTHWEST ARKANSAS NEWSPAPERS_{LLC}

Northwest Arkansas Democrat Gazette
The Morning News of Springdale
The Morning News of Rogers
Northwest Arkansas Times
Benton County Daily Record

212 North East Avenue, Fayetteville Arkansas 72701/ PO Box 1607, 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Northwest Arkansas Newspapers LLC. Printed and published in Benton County, (Lowell), Arkansas and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville –Public Meeting - Parks

June 7 & 10, 2010

Publication Charge : \$ 157.50

Signed: Cathy Wiles

Subscribed and sworn to before me
This 13 day of June, 2010.

Notary Public Jim Mears

Jim Mears
Washington County
Commission Number 12374647
Notary Public - Arkansas
My Commission Expires Jan. 20, 2020

My Commission Expires:

Do not pay from Affidavit, an invoice will be sent

PUBLIC MEETING

The City of Fayetteville Parks and Recreation invites citizens and other interested persons to a public meeting to be held at the Lake Fayetteville Boat Dock located at 1330 E. Lake Fayetteville Road on Thursday, June 17, 2010 at 5:30 p.m.

Fayetteville
ARKANSAS

The purpose of this meeting is to identify potential outdoor parks and recreation needs and priorities for 2011. Following the identification process, city officials will select those priorities to be submitted to the Arkansas Department of Parks and Tourism for a matching grant application.

Ethnic minorities, persons with special needs, elderly persons over 55, youth and special interest groups are encouraged to attend and participate.

For those unable to attend the meeting, you may call Fayetteville Parks and Recreation at 479-444-3471. Written comments may be submitted to Fayetteville Parks and Recreation, 113 West Mountain, Fayetteville, AR 72701 or parks_and_recreation@ci.fayetteville.ar.us.



www.accessfayetteville.org



A public hearing was held on June 17, 2010 at the Lake Fayetteville boat dock office located at 1330 East Lake Fayetteville Road. There was one person in attendance plus five employees and one Spanish-English interpreter who is also a Fayetteville resident. The hearing began at 5:38 PM. The hearing was filmed by the City of Fayetteville Cable Administration staff to be broadcast on the government channel at a later date. Parks staff in attendance were:

Connie Edmonston	Director of Parks and Recreation
Alison Jumper	Park Planning Superintendent
Carole Jones	Park Planner II
Jorge Gonzalez	Maintenance Worker II
Dollie Black	Lake Fayetteville Boat Dock/Marina Operator

Connie Edmonston opened the meeting with information about the Arkansas Parks and Tourism's Outdoor Recreation Grant Program. Alison Jumper described the details of the 50/50 match process and how the land must remain in outdoor recreation use forever. Jumper explained that funds could be used for land acquisition, park development or a combination of both. Jumper mentioned past projects that utilized grant funds. Carole Jones went over the grant criteria and requirements, including the grant deadline and ADA requirements. Jones then asked the public for comments and ideas.

- Citizen expressed the need to acquire wooded land in southwest Fayetteville on Kessler, Miller and Washington Mountains to preserve the natural area and nature trails before the surrounding area is developed.
- Citizen expressed the need for an off leash dog park including drinking water fountains and play water features.
- Additional Citizen expressed same sentiment and added the need for additional water fountains along the trails and in parks.
- Citizen expressed the need for a restroom at Lake Wilson.
- Citizen expressed need for larger pavilion at Lake Fayetteville North Shore and a water fountain at Lake Fayetteville boat dock.
- Parks staff stated that funds are budgeted in the Parks' CIP project list for updating the existing playgrounds at Lake Fayetteville North Shore to meet ADA requirements. Other budgeted items include a pavilion at Gulley Park.

Parks staff stated that citizens who were unable to attend the hearing could submit their comments to the Parks and Recreation Department by e-mail, U.S. mail or by phone. The meeting concluded at 6:15 PM.

Page 8 of 14
DRAWN BY: CJ
DESIGNED BY: CJ
FILE NAME: North Shore Playground Renovation.dwg



**LAKE FAYETTEVILLE NORTH SHORE
PLAYGROUND IMPROVEMENTS**
SITE PLAN

REVISED
DATE
BY

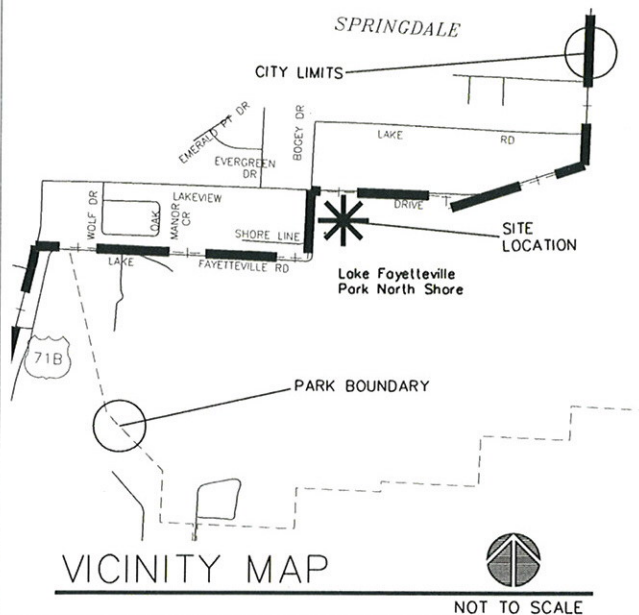
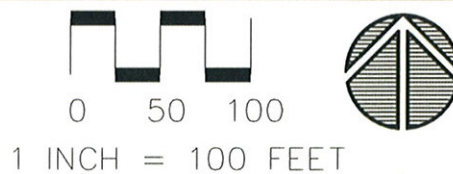
PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
FAYETTEVILLE, AR 72714
PHONE NO. (479) 444-3471
FAX NO. (479) 521-7714

Fayetteville
ARKANSAS

DATE: August 2010
SHEET: 1
PROJECT: 2011 OUTDOOR RECREATION GRANT APPLICATION

LEGEND

— PL — PARK BOUNDARY
— ROW — EX. STREET ROW



PROJECT BY:	GIS
DRAWN BY:	CJ
DESIGNED BY:	CJ
FILE NAME:	North Shore Playground Renovation.dwg

TITLE:	YVONNE RICHARDSON COMMUNITY CENTER ADA IMPROVEMENTS SITE PLAN
REVISED	----
REVISED	----
REVISED	----
REVISED	----

PARK PLANNING DIVISION	1455 S. HAPPY HOLLOW ROAD	PHONE NO. (479) 444-3471	FAX NO. (479) 521-7714
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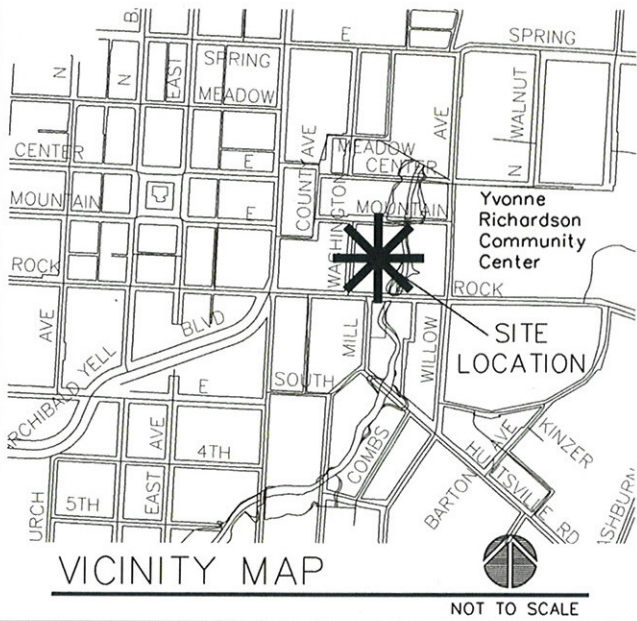
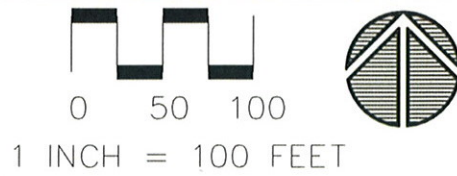


DATE:	August 2010
SHEET:	2
PROJECT:	2011 OUTDOOR RECREATION GRANT APPLICATION



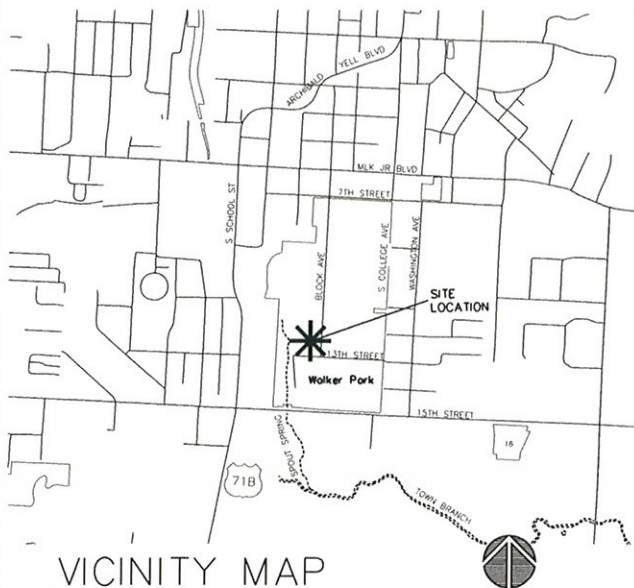
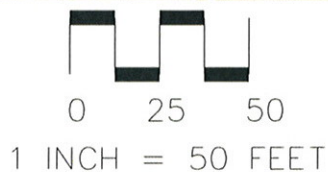
LEGEND

— PL	— PARK BOUNDARY
— ROW	— EX. STREET ROW





- LEGEND**
- ROW
 - SS
 - EX. STREET ROW
 - EX. SANITARY SEWER



VICINITY MAP

NOT TO SCALE

DRAWN BY:
C.J.

DESIGNED BY:
C.J.

FILE NAME:
North Shore Playground Renovation.dwg

WALKER PARK ADA IMPROVEMENTS SITE PLAN

TITLE

REVISED

PARK PLANNING DIVISION
 1455 S. HAPPY HOLLOW ROAD
 PHONE NO. (479) 444-3471
 FAX NO. (479) 521-7714

Fayetteville
 ARKANSAS

DATE:
August 2010

SHEET:

3

PROJECT:
2011 OUTDOOR RECREATION GRANT APPLICATION



WHERE TO SEND THE APPLICATION

Outdoor Recreation Grants Program
Department of Parks and Tourism
One Capitol Mall
Little Rock, Arkansas 72201

WHO CAN PREPARE THE APPLICATION?

- The application can be prepared locally.
- The application can be prepared by consultants. (Grant preparation cannot be paid for with grant funds).
- The application can be prepared by the local areawide Planning or Economic Development Districts or the Regional Planning Commissions.

WHAT ARE OUR OBLIGATIONS IF WE RECEIVE A GRANT?

We are jointly committed! Both the Department of Parks and Tourism's Outdoor Recreation Grants Program and the project sponsor are committed to long term program compliance. After the project is completed and all grant funds have been disbursed, our commitment to the requirements of the Arkansas Matching Grant Program continues. These ongoing commitments include:

1. Once a public park project boundary has been identified by the local project sponsor and provided to the Department of Parks and Tourism, all facilities constructed within that boundary, at any future time, must be in compliance with the rules and regulations of the Outdoor Recreation Grants Program *Project Management Guide*. This also applies to those facilities constructed in whole or in part with local funds.
2. Property acquired or developed with grant funds must be retained in perpetuity for outdoor recreation use and will be subject to inspection by the State at least once every five years. In addition each project will be inspected by the State during construction and before final reimbursement is made.
3. No overhead utility lines are allowed within the project boundary. All existing utility lines located within the park boundaries must be placed underground. This regulation applies to any overhead lines including electric lines, phone lines and public announcement system wiring. No vehicular right-of-way easements are allowed within the boundary.
4. A permanent sign stating that federal LWCF or state ANCRGTF moneys were used to acquire and/or develop public outdoor recreation facilities must be maintained within the park in perpetuity. Guidelines for the size, placement and design of the signs will be presented to each applicant after grant approval. Upon project completion the applicant will be required to describe the location of the sign, and state that the sign location will not change.
5. All public recreation facilities constructed within a Matching Grant Program-assisted park must be accessible to persons with disabilities. This also applies to those facilities constructed in whole or part with local funds.
6. Property acquired or developed with assistance from the fund must be open to entry and use by all persons regardless of race, color, religion, sex, or national origin. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

7. Property acquired or developed with assistance from the Matching Grant Program shall be operated and maintained in perpetuity. The property shall be maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. Properties shall be kept safe for public use. Fire prevention, lifeguards, and the like should be provided for proper public safety. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their functional lifetime to prevent undue deterioration and to encourage public use. Facilities that have reached an age that renders them obsolete or worn out may be removed with written permission of the Arkansas Department of Parks and Tourism's Outdoor Recreation Grants Program Director. Permission must be obtained prior to removal of the facilities.
8. The Arkansas ORGP staff will conduct periodic post completion inspections of the project area to ensure that program compliance continues after the project is completed. These inspections will be unannounced. Sponsors who fail to comply with long term commitment may jeopardize future eligibility for matching grant funds for new projects and/or be subject to legal actions by the State or Federal government to enforce program compliance.
9. The property shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility. Property which is not operated and maintained in good condition may jeopardize the awarding of future grant funds to that jurisdiction.
10. Participants may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with Matching Grant Program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the type of users (i.e. hunters or four-wheelers, etc.). All limitations must be in accord with the applicable grant agreement and amendments.
11. All recipients of Matching Grant Program monies must comply with the Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act, of 1990 Title II and Title III.
12. Properties (parks and recreation areas) acquired or developed with LWCF/ ANCRGTF assistance are prohibited by Section 6(f)(3) of the LWCF Act of 1965, as amended, from conversion to any use other than public outdoor recreation use.
Section 6(f)(3) of the LWCF Act states that "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, U. S. Department of the Interior, be converted to other than public outdoor recreation use. The Secretary shall approve such conversion only if he/she finds it to be in accordance with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such conditions as he/she deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location."



FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD

Minutes for July 12, 2010

Opening:

The regular meeting of the Parks and Recreation Advisory Board was called to order by Craig Mauritson at 5:36 p.m. in Room 111 at the City Administration Building at 113 West Mountain Street in Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Mauritson, Biendara, Lindsey, Meinecke, Bailey, and Meldrum were present. Watson, Waite, and Hazelrigs were absent. Staff members Edmonston, Jumper, Jones, and Thomas were in attendance.

3. 2011 Arkansas Department of Parks and Tourism Outdoor Recreation Grant: Carole Jones, Park Planner

Staff Recommendation: To apply for \$150,000 from AR Parks and Tourism Outdoor Recreation matching grant program for playground improvements at Lake Fayetteville North Shore, ADA accessibility improvements at the Yvonne Richardson Community Center and ADA accessibility improvements at Walker Park. Staff recommends approval of the conceptual plans of Lake Fayetteville North Shore, YRCC and Walker Park.

Jones said grant preparation is ongoing. A public meeting was held on June 17. There have been several public outreaches for this grant through the newspaper, radio stations, Yvonne Richardson Community Center, and the Walker Park Senior Center. One person came to the public hearing. Three projects are proposed: playground improvements at Lake Fayetteville Northshore, ADA accessibility improvements at the Yvonne Richardson Community Center, and ADA accessibility improvements at Walker Park.

Edmonston said that last year was the first time in many years that we were not awarded the grant.

Mauritson said that he was glad to see ADA improvements. Those are important.

PRAB Motion: Lindsey motioned to approve the conceptual plans of Lake Fayetteville Northshore, Yvonne Richardson Community Center, and Walker Park. Meinecke seconded the motion. Motion passed 6-0-0 by voice vote.

City of Fayetteville Staff Review Form

A. 7
 Arkansas Transportation
 Enhancement Program Grant
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Matt Mihalevich

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Authorization for the Engineering Division to submit an application for consideration of an 80/20 matching reimbursement grant through the Arkansas Transportation Enhancement Program – Federal Fiscal Year 2011 for an award of up to \$500,000.00 to be used for the construction of the Town Branch Trail.

\$ 125,000.00

Cost of this request

\$ 448,847.00

Category / Project Budget

Transportation Bond Trail Improv

Program Category / Project Name

4520-9550-5814.05

Account Number

\$ 1,480.87

Funds Used to Date

Trail Improvements

Program / Project Category Name

06036 / 1

Project Number

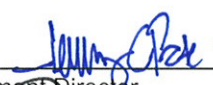
\$ 447,366.13

Remaining Balance

Sales Tax Construction

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐


 Department Director

07-15-2010
 Date

Previous Ordinance or Resolution #


 City Attorney

7-19-10
 Date

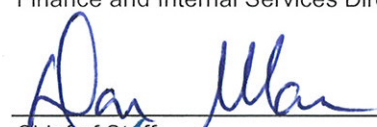
Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

7-20-2010
 Date

Received in City 07-15-10 P05:21 RCVD
 Clerk's Office


 Chief of Staff

7-19-10
 Date

Received in
 Mayor's Office


 Mayor

7/22/10
 Date

ENTERED
 7/19/10

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Matt Mihalevich, Trails Coordinator

Date: July 15, 2010

Subject: Arkansas Transportation Enhancement Program

PROPOSAL:

Staff requests authorization for the Engineering Division to submit an application for consideration of an 80/20 matching reimbursement grant through the Arkansas Transportation Enhancement Program – Federal Fiscal Year 2011 for an award of up to \$500,000.00 to be used for the construction of the Town Branch Trail including authorization for the Mayor to sign the certification in the Enhancement Program application.

RECOMMENDATION:

Town Branch Trail is shown on the Fayetteville Alternative Transportation and Trails Master plan as the primary east-west trail for the southern parts of Fayetteville. The proposed 2.0 mile trail will connect to existing trail at Razorback Road and extend east to connect to Walker Park and St. Paul Trail at City Lake Road. This project will provide a safe active transportation route for the numerous residents living in the area as well as the University of Arkansas Research and Technology Park. (See attached map)

The Regional Active Transportation plan also identifies Town Branch Trail as part of the new 40 mile regional trail system. Due to this designation, the Walton Family Foundation has expressed interest in matching the grant award funds dollar for dollar, making the total potential funding 1.25 million from only 10% City funds.

BUDGET IMPACT:

If approved by City Council, the grant application will be submitted for a total project amount of \$625,000.00. The terms of this grant require a local sponsor or municipality to provide funding for 20% of the total project cost, or \$125,000.00. Upon receipt of an official Notice to Proceed from the Arkansas Highway and Transportation Department, the project would be reimbursable at a rate of 80%, which for this project would be a total reimbursement of \$500,000.00, if fully funded by the grant. Sufficient funding not to exceed \$125,000.00 for the City's portion of this project will be taken from the Transportation Bond Trail Improvements Fund.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR AN ARKANSAS
TRANSPORTATION ENHANCEMENT PROGRAM 80/20 MATCHING
REIMBURSEMENT GRANT FOR AN AWARD OF UP TO \$500,000.00 TO
BE USED FOR CONSTRUCTION OF THE TOWN BRANCH TRAIL

**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
application for consideration of an Arkansas Transportation Enhancement Program 80/20
matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of
the Town Branch Trail.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



TOWN BRANCH TRAIL Arkansas Transportation Enhancement Program

- Legend**
- Enhancement Funding - Town Branch Trail
 - Home Depot Funding - Frisco Trail
 - Existing Multi-Use Trail
 - Existing Natural Surface Trail
 - Park Trail
 - Street Linkage

Town Branch Trail - 2.0 Miles
Proposed for Transportation
Enhancement Funding

Bridge 5

Bridge 4

Bridge 3

Bridge 2

Bridge 1

Trail Crosses Under
15th Street

Trail crosses under
South School

Connect to Town Branch Trail

At-Grade Crossing
of Razorback

Trail crosses under
City Lake Road

Connect to St. Paul Trail

Connect to Frisco Trail

Walker Park

U of A
Research Park

Baum
Stadium

PROJECT APPLICATION -- FFY 2011

ARKANSAS TRANSPORTATION ENHANCEMENT PROGRAM

Project Title: _____

Sponsor: _____

Address: _____

City: _____ Zip: _____

If submitting two applications, what priority is this? # _____

Project Location: City: _____ County: _____

Project Cost:

NOTE: Sponsors are responsible for all costs incurred for project design (preliminary engineering) and construction inspection and certification (construction engineering). These items are not eligible for reimbursement.

Furnishings which can be moved such as desks, chairs, tables, file cabinets, and audio-visual equipment are also not eligible for reimbursement.

Right-of-Way/Utilities \$

Construction \$

TOTAL \$

Federal Funds Requested
(Maximum 80% of Total) \$

Sponsor's Cash Share:

Minimum 20% of Total \$

AHTD Administrative Cost
(1% of Total) \$

SPONSOR'S SHARE \$

Sponsor's Contact:

Name: _____ Title: _____

Address: _____ Phone: _____

FAX: _____

City: _____ Zip: _____

Email: _____

Sponsor's Authorization and Certification: (To be completed by the chief elected official of a City, the County Judge, or the CEO/CAO of the State or Federal Agency.)

Name: _____ Title: _____

Signature: _____ Date: _____

CERTIFICATION: By signing in the space provided, I do hereby certify that I will comply with AHTD's deadline for submittal of plans and specifications at an estimated cost within the amount requested. Additionally, I certify that local matching funds are available for the project.

City of Fayetteville Staff Review Form

A. 8
 Transportation Enhancement
 Federal-Aid Reimbursement
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Dara Sanders
 Submitted By

Engineering
 Division

Development Services
 Department

Action Required:

Approval of a resolution for the City of Fayetteville to submit a Transportation Enhancement application for consideration of an 80/20 matching Federal-aid reimbursement program from the Arkansas State Highway and Transportation Department for an award of up to \$500,000 for the rehabilitation of the Maple Street and Lafayette Street Overpasses.

\$ 125,000.00
 Cost of this request

\$ 20,547,515.00
 Category / Project Budget

Transportation Bond Street Improvements
 Program Category / Project Name

4520.9520.5809.00
 Account Number

\$ 5,661,726.47
 Funds Used to Date

Street Improvements
 Program / Project Category Name

06035.1101
 Project Number

\$ 14,885,788.53
 Remaining Balance

2006A Sales Tax Construction
 Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

John C. B...
 Department Director

07-16-2010
 Date

Previous Ordinance or Resolution # _____

[Signature]
 City Attorney

7-19-10
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Behn
 Finance and Internal Services Director

7-19-2010
 Date

Received in City
 Clerk's Office 07-16-10A11:02 RCVD

Don Man
 Chief of Staff

7-19-10
 Date

Received in
 Mayor's Office

[Signature]
 Mayor

7/22/10
 Date

King
 ENTERED
 7/19/10

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Director of Development Services &

From: Dara Sanders, Current Planner

Date: July 15, 2010

Subject: 2010 Arkansas Transportation Enhancement Program application

PROPOSAL:

Development Services staff recommends approval of a resolution for the City of Fayetteville to submit a Transportation Enhancement application for consideration of an 80/20 matching Federal-aid reimbursement program from the Arkansas State Highway and Transportation Department for an award of up to \$500,000 for the rehabilitation of the Maple Street and Lafayette Street Overpasses.

RECOMMENDATION:

The Maple Street and Lafayette Street Overpasses were constructed over the Frisco Railroad lines in the late 1930s and funded by the Works Progress Administration through President Franklin D. Roosevelt's New Deal. These bridges were placed on the National Register of Historic Places in 1995, indicating their historic significance worthy of preservation. However, the bridges have deteriorated over several decades and were damaged in recent years. Because of their deteriorated state and historical significance, the Maple Street and Lafayette Street Overpasses restoration project was included in the 2006 Transportation Bond for street improvements with an anticipated budget of approximately \$1 million.

In 2009, the City of Fayetteville requested statements of qualifications to provide historic bridge rehabilitation engineering services for the Maple Street and Lafayette Street Overpasses, which resulted in the selection of TranSystems, a nationally reputable firm for excellence in inspection, evaluation, and rehabilitation of historic bridges. The Engineering Division has received the preliminary report of the bridge inspection and is awaiting a final report. The inspection of the bridges totaled \$160,000, and the preliminary cost estimates for construction are \$594,000 for the Lafayette Street Overpass and up to \$472,000 for the Maple Street Overpass.

The Development Services Department has been presented with the opportunity to apply for a Transportation Enhancement projects through the Arkansas State Highway and Transportation Department for the rehabilitation of the historic Lafayette Street and Maple Street Overpasses. If approved, the City of Fayetteville will be eligible for Federal-aid reimbursement for up to \$500,000.

This grant requires an 80:20 cash match. For example, an approved \$25,000 project would result in a reimbursement of \$20,000. Should the City of Fayetteville be awarded a grant, a Deed of Conservation Easement would be required prior to receiving any grant funds. While the City would still retain ownership of

the property (in this case, the bridges), the easement would ensure protection of the historic characteristics of the property, and the City of Fayetteville would be obligated to refrain from actions that are incompatible with the preservation of and/or historic integrity of the bridges.

BUDGET IMPACT:

The City will provide a minimum of 20% match of the awarded grant amount. If the requested \$500,000 is awarded, the City will be required to provide a minimum of \$125,000. The current budgeted amount for the bridge restoration project is approximately \$1 million, and the final costs have been estimated at \$1,082,129.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY OF FAYETTEVILLE TO SUBMIT AN APPLICATION FOR CONSIDERATION OF A TRANSPORTATION ENHANCEMENT FEDERAL-AID REIMBURSEMENT 80/20 MATCHING PROGRAM THROUGH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT OF UP TO \$500,000 TO COMPLETE REHABILITATION OF THE HISTORIC LAFAYETTE STREET AND MAPLE STREET OVERPASSES.

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 resolution to permit the City of Fayetteville to submit a Transportation Enhancement application for consideration of an 80/20 matching Federal-aid reimbursement program from the Arkansas State Highway and Transportation Department for an award of up to \$500,000 for the rehabilitation of the Maple Street and Lafayette Street Overpasses

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items OnlyMissy Leflar
Submitted ByHuman Resources
DivisionFinance & Internal Services
Department

Action Required:

Staff recommends the annual renewal of the 2007 five year contract with Stephens, Inc. for benefits brokerage services.

\$53,092

Cost of this request

\$

54,000.00

Category / Project Budget

Personnel Services

Program Category / Project Name

1010.1220.5314.00

Account Number

\$

-

Funds Used to Date

Citywide

Program / Project Category Name

N/A

Project Number

\$

54,000.00

Remaining Balance

Citywide

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐Marsha Hestwood
Department Director7/16/10
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Chris Kelly
City Attorney7-16-10
DatePaul A. Behm
Finance and Internal Services Director7-19-2010
Date

Received in City Clerk's Office 7-16-10 P03:00 RCVD

Dan Mann
Chief of Staff7-19-10
DateReceived in
Mayor's OfficeLionel Jordan
Mayor7/22/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Paul Becker, Director of Finance and Internal Services
From: Missy Leflar, Human Resources Director *ML*
Date: July 15, 2010
Subject: Annual renewal of 2007 Five Year Contract with Stephens, Inc.

PROPOSAL:

Staff recommends that the City Council approve the 2010 annual renewal of the 2007 Five Year Contract previously approved by the City Council. Per prior agreements anticipating increases tied to the Consumer Price Index, this renewal would increase the price 2.2% (an increase of \$95.16 per month), per the attached Consumer Price Index documentation. A copy of the proposed renewal agreement is also attached and labeled "RFP 07-08, Benefits Consulting and Insurance Brokerage Services Contract, Third Amendment".

RECOMMENDATION:

Staff recommends approval of the annual renewal of this contract.

Stephens, Inc. once again provided valuable benefits brokerage services for the City and also assisted staff in individually assisting employees so they could obtain maximum coverage their benefits. Although health insurance premiums may go up 2% (subject to Council approval), they could have gone up substantially more but for Stephens, Inc.'s negotiating efforts.

Last year Stephens oversaw negotiations for an employee paid life insurance "takeover" from a company which was not performing well for employees to one that has provided superior customer service and reduced legal risk. Thanks to these efforts, during 2010 the takeover transition has gone extremely smoothly (not the case when the City previously had a life insurance takeover supervised by a different benefits broker.) Stephens is similarly assisting with the proposed "takeover" concerning the City paid life insurance, City paid long term disability, and employee paid short term disability. Further, when Blue Cross unexpectedly changed the criteria for insuring employee dependents after the City's annual benefits enrollment for 2010 had already occurred, Stephens jumped in and assisted City staff with the subsequent unscheduled "mini-enrollment" so that no employee would miss coverage for their children.

The fact of Health Care Reform is common knowledge but the detailed regulations governing how employers should handle it is not. Employers who fail to comply with the complicated tangle of Health Care Reform laws will be subject to expensive government penalties. However, the federal regulations have not yet been completely written, so the guidance keeps changing. Stephens has proactively helped City staff with Health Care Reform by hosting seminars, providing ongoing educational materials on new developments, answering daily questions, attending City staff meetings, and proofreading enrollment flyers being sent to employees.

BUDGET IMPACT: Limited impact. This item has already been approved for the 2010 budget, except for the 2.2% increase (\$95.16 per month) occurring in the latter half of this year. Subject to Council approval it will be a budgeted item for 2011.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE RENEWAL OF THE CONTRACT WITH
STEPHENS, INC., AS AMENDED, TO ACT AS THE CITY OF
FAYETTEVILLE'S BENEFITS BROKER AND ADVISOR**

**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 renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's Benefits Broker and Advisor. A copy of the amended contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Ref: RFP 07-08, Benefits Consulting and Insurance Brokerage Services
Contract

Third Amendment

This Third Amendment is made and entered into by and between City of Fayetteville, Arkansas, 113 W. Mountain Street, Fayetteville, AR 72701, and Stephens Insurance, LLC.

WHEREAS, City of Fayetteville and Stephens Insurance, LLC are parties to that certain Benefits Consulting and Insurance Brokerage Services Contract dated as of July 17, 2007 (the "Agreement"), which was previously extended and modified by that certain First Amendment dated as of July 15, 2008, and by that certain Second Amendment dated as of July 15, 2009; and

WHEREAS, City of Fayetteville and Stephens Insurance, LLC desire to further extend the term of the Agreement, and modify the terms thereof, as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The term of the Agreement is hereby extended for a period of one year, beginning on July 17, 2010 and ending on July 17, 2011.

2. For the period from July 17, 2010 through July 17, 2011, the City of Fayetteville shall pay Stephens Insurance, LLC twelve (12) equal monthly installments of \$4,424.33 (\$53,092 on an annualized basis) for the Base Services described in the Fee Schedule. This amount represents an increase of 2.2% over the fees paid to Stephens Insurance, LLC during the immediately preceding renewal term.

It is the intent of the parties that on July 17, 2011 this Agreement shall be renewed for an additional renewal year. The fees payable for the Base Services during such renewal year shall be increased by a percentage equal to the percentage increase in the "Consumer Price Index for All Urban Consumers: US City Average, All Items, Index Base Period 1982-84=100, before seasonal adjustment" (referred to herein as the "CPI-U", as published by the U.S. Bureau of Labor Statistics) from April 2010 through April 2011. For example, if the CPI-U for April 2011 is 5% higher than the CPI-U for April 2010, then the monthly installments payable for the Base Services during the renewal year from July 17, 2011 through July 17, 2012 shall be \$4,645.55 (i.e., \$4,424.33 x 105%). It is agreed that should the CPI-U decrease during such April to April time period, then the monthly installments payable for the Base Services for such renewal year shall remain unchanged. It is also agreed that for purposes of the calculations described above, any April to April percentage increase in the CPI-U shall be rounded to the tenth of a percent.

3. All capitalized terms used in this Third Amendment which are not defined herein shall have the meanings ascribed to them in the Agreement.



4. All terms and conditions of the Agreement not specifically modified, amended, or superseded in this Third Amendment shall remain unchanged and in full force and effect.

WITNESS OUR HANDS THIS ____ DAY OF JULY, 2010.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

STEPHENS INSURANCE, LLC

BY: _____
Authorized Signature

Printed Name and Title

ATTEST: CONSULTANT FIRM'S SECRETARY

Pamela Brown
111 Center Street, Little Rock, Arkansas 72201

April 2010 Report

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2009	Unadjusted indexes		Unadjusted percent change to Apr. 2010 from—		Seasonally adjusted percent change from—		
		Mar. 2010	Apr. 2010	Apr. 2009	Mar. 2010	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
All items	100.000	217.631	218.009	2.2	0.2	0.0	0.1	-0.1
All items (1967=100)	-	651.925	653.059	-	-	-	-	-
Food and beverages	14.795	219.378	219.536	.5	.1	.0	.2	.2
Food	13.738	219.032	219.218	.5	.1	.1	.2	.2
Food at home	7.801	215.623	215.737	.0	.1	.1	.5	.2
Cereals and bakery products	1.108	250.930	250.425	-.9	-.2	.0	-.1	-.3
Meats, poultry, fish, and eggs	1.745	202.812	205.178	-.3	1.2	.4	.2	1.4
Dairy and related products ¹	.820	198.814	197.308	.1	-.8	-.1	.0	-.8
Fruits and vegetables	1.153	280.431	279.272	1.8	-.4	-.1	3.4	-.2
Nonalcoholic beverages and beverage materials	.952	162.666	162.128	-.5	-.3	-.4	.0	.4
Other food at home	2.023	190.991	191.017	-.2	.0	.2	-.2	.0
Sugar and sweets	.295	199.917	200.775	1.8	.4	1.4	-.1	.1
Fats and oils	.232	198.567	197.749	-1.4	-.4	-.1	-.5	.7
Other foods	1.496	204.952	204.947	-.4	.0	.0	.0	-.2
Other miscellaneous foods ^{1 2}	.439	122.318	122.298	-.5	.0	-.3	.9	.0
Food away from home ¹	5.937	224.991	225.276	1.1	.1	.1	.0	.1
Other food away from home ^{1 2}	.326	158.657	158.738	2.3	.1	.7	.1	.1
Alcoholic beverages	1.056	222.521	222.299	1.2	-.1	-.2	.0	.0
Housing	41.960	216.023	215.798	-.6	-.1	.0	.0	-.1
Shelter	32.289	248.052	248.031	-.7	.0	.0	-.1	.0
Rent of primary residence ³	5.966	249.089	249.012	.0	.0	.0	.1	.0
Lodging away from home ²	.769	133.075	134.331	-2.4	.9	.1	.3	1.4
Owners' equivalent rent of residences ^{3 4}	25.206	256.272	256.170	-.2	.0	.0	-.1	.0
Owners' equivalent rent of primary residence ^{3 4}	23.593	256.266	256.165	-.2	.0	.0	-.1	.0
Tenants' and household insurance ^{1 2}	.347	124.416	124.879	3.5	.4	.1	.0	.4
Fuels and utilities	5.081	212.295	211.726	2.2	-.3	.5	1.1	-.2
Household energy	4.028	187.864	187.054	1.2	-.4	.4	1.3	-.4
Fuel oil and other fuels ¹	.276	276.027	278.080	21.9	.7	-1.3	-.5	.7
Gas (piped) and electricity ³	3.752	191.280	190.284	-.2	-.5	.5	1.4	-.5
Water and sewer and trash collection services ²	1.052	168.521	169.116	6.6	.4	.7	.5	.6
Household furnishings and operations	4.590	126.750	125.997	-2.8	-.6	-.4	-.4	-.5
Household operations ^{1 2}	.781	149.999	150.068	-.5	.0	.1	.2	.0
Apparel	3.695	122.073	122.143	-.9	.1	-.7	-.4	-.7
Men's and boys' apparel	.903	113.104	113.692	-3.0	.5	-.5	-.7	-.6
Women's and girls' apparel	1.580	111.730	110.816	-.9	-.8	-.9	-.5	-1.5
Infants' and toddlers' apparel	.196	115.920	116.469	-.5	.5	-1.1	.4	.2
Footwear	.721	128.525	129.432	1.1	.7	-.5	-1.0	.0
Transportation	16.685	192.130	193.994	12.8	1.0	-.1	-.1	-.5
Private transportation	15.497	187.796	189.503	13.1	.9	-.1	-.1	-.7
New and used motor vehicles ²	6.386	97.032	96.815	4.8	-.2	.4	.2	-.2
New vehicles	3.573	138.600	138.174	2.5	-.3	.1	.1	.0
Used cars and trucks	2.012	140.797	141.315	16.6	.4	.7	.5	.2
Motor fuel	4.525	237.671	244.801	38.1	3.0	-1.3	-1.1	-2.3
Gasoline (all types)	4.337	237.356	244.347	38.3	2.9	-1.4	-.8	-2.4
Motor vehicle parts and equipment ¹	.401	135.523	135.701	.8	.1	.3	-.1	.1
Motor vehicle maintenance and repair ¹	1.167	246.624	247.355	1.9	.3	.2	.3	.3
Public transportation	1.187	244.766	249.135	8.4	1.8	-.1	.5	1.7
Medical care	6.513	387.142	387.703	3.6	.1	.5	.3	.2
Medical care commodities ¹	1.611	314.023	314.535	3.5	.2	.8	.4	.2
Medical care services	4.902	409.687	410.256	3.7	.1	.4	.3	.3
Professional services	2.796	326.206	327.015	2.9	.2	.2	.0	.2

See footnotes at end of table.

April 2009 Report

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2008	Unadjusted indexes		Unadjusted percent change to Apr. 2009 from—		Seasonally adjusted percent change from—		
		Mar. 2009	Apr. 2009	Apr. 2008	Mar. 2009	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
All items	100.000	212.709	213.240	-0.7	0.2	0.4	-0.1	0.0
All items (1967=100)	-	637.182	638.771	-	-	-	-	-
Food and beverages	15.757	218.794	218.364	3.3	-2	-1	-1	-2
Food	14.629	218.600	218.162	3.3	-2	-1	-1	-2
Food at home	8.156	217.110	215.783	2.3	-6	-4	-4	-6
Cereals and bakery products	1.150	253.698	252.709	5.3	-4	-5	-2	-7
Meats, poultry, fish, and eggs	1.898	206.348	205.699	2.5	-3	-1	-9	0
Dairy and related products ¹	.910	199.687	197.124	-5.1	-1.3	-2.4	-2.4	-1.3
Fruits and vegetables	1.194	274.759	274.297	.6	-2	.4	.2	.0
Nonalcoholic beverages and beverage materials	.982	165.656	162.889	2.0	-1.7	-4	1.0	-1.0
Other food at home	2.022	192.234	191.352	5.3	-5	-3	.0	-8
Sugar and sweets	.300	197.137	197.301	6.7	.1	.0	.2	-5
Fats and oils	.241	204.776	200.464	5.2	-2.1	-1.1	.1	-1.4
Other foods	1.481	206.367	205.734	5.0	-3	-2	.0	-8
Other miscellaneous foods ^{1 2}	.433	122.402	122.883	3.7	.4	-1.2	-1	.4
Food away from home ¹	6.474	222.216	222.905	4.6	.3	.3	-1	.3
Other food away from home ^{1 2}	.314	154.414	155.099	4.3	.4	.9	-2	.4
Alcoholic beverages	1.127	219.999	219.671	2.9	-1	-2	.1	-1
Housing	43.421	217.374	217.126	1.0	-1	.0	-1	-1
Shelter	33.200	249.597	249.855	1.6	.1	.0	.0	.2
Rent of primary residence ³	5.957	248.639	248.899	3.1	.1	.1	.2	.2
Lodging away from home ²	2.478	137.715	137.700	-5.9	.0	-1.8	-2.4	.5
Owners' equivalent rent of primary residence ^{3 4}	24.433	256.321	256.622	2.1	.1	.1	.2	.1
Tenants' and household insurance ^{1 2}	.333	120.737	120.675	1.9	-1	.2	.0	-1
Fuels and utilities	5.431	210.501	207.175	-2.9	-1.6	-1	-1.4	-1.7
Household energy	4.460	188.736	184.903	-4.7	-2.0	-2	-1.8	-2.2
Fuel oil and other fuels	.301	230.837	228.107	-33.5	-1.2	-1.8	-7.7	-2.1
Gas (piped) and electricity ³	4.159	194.752	190.686	-1.9	-2.1	.0	-1.4	-2.2
Water and sewer and trash collection services ²	.971	158.052	158.698	6.1	.4	.1	.4	.6
Household furnishings and operations	4.790	129.669	129.654	1.8	.0	.2	.3	.0
Household operations ^{1 2}	.781	150.914	150.809	3.4	-1	-2	.5	-1
Apparel	3.691	122.545	123.208	.9	.5	1.3	-2	-2
Men's and boys' apparel	.923	117.748	117.195	.5	-5	2.8	-3	-1.7
Women's and girls' apparel	1.541	111.079	111.871	.6	.7	.8	-7	.2
Infants' and toddlers' apparel	.183	115.548	117.084	.6	1.3	-1.1	.6	1.3
Footwear	.688	126.707	128.057	1.5	1.1	.7	.2	.4
Transportation	15.314	169.647	171.987	-13.4	1.4	1.9	-1.1	-4
Private transportation	14.189	165.023	167.516	-13.9	1.5	2.2	-1.1	-3
New and used motor vehicles ²	6.931	92.109	92.381	-1.7	.3	.5	.0	.4
New vehicles	4.480	134.611	134.863	-2	.2	.8	.6	.4
Used cars and trucks	1.628	121.061	121.213	-11.4	.1	-1.7	-1.7	-1
Motor fuel	3.164	168.404	177.272	-39.8	5.3	7.6	-4.4	-2.6
Gasoline (all types)	2.964	167.826	176.704	-39.5	5.3	8.3	-4.0	-2.8
Motor vehicle parts and equipment ¹	.382	134.484	134.640	6.8	.1	.5	.3	.1
Motor vehicle maintenance and repair ¹	1.188	242.118	242.649	5.3	.2	.3	.2	.2
Public transportation	1.125	230.735	229.827	-5.9	-4	-1.9	-1.0	-8
Medical care	6.390	373.189	374.170	3.0	.3	.3	.2	.4
Medical care commodities	1.625	302.908	303.979	2.4	.4	.6	.2	.3
Medical care services	4.765	394.837	395.753	3.3	.2	.3	.2	.4
Professional services	2.702	317.460	317.661	2.7	.1	.1	.0	.1
Hospital and related services ³	1.545	560.995	564.785	6.5	.7	.8	.6	.9

See footnotes at end of table.

City of Fayetteville Staff Review Form

A. 10
2011 Employee Benefit Package
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Missy Leflar

Submitted By

Human Resources

Division

Finance & Internal Services

Department

Action Required:

Staff recommends approval of the 2011 employee benefits renewals.

\$3,694,800 (2011 Estimate)

Cost of this request

\$

-

Category / Project Budget

Personnel Services

Program Category / Project Name

XXXX.XXXX.51XX.XX

Account Number

\$

-

Funds Used to Date

Citywide

Program / Project Category Name

N/A

Project Number

\$

-

Remaining Balance

Citywide

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Maisha Hatwek

Department Director

7/19/10

Date

Previous Ordinance or Resolution #

Chris Kelly

City Attorney

7-16-10

Date

Original Contract Date:

Original Contract Number:

Paul A. Beck

Finance and Internal Services Director

7-19-2010

Date

Received in City 07-16-10 P03:00 RCVD
Clerk's Office

Don Miller

Chief of Staff

7-19-10

Date

Received in
Mayor's Office



David L. Jordan

Mayor

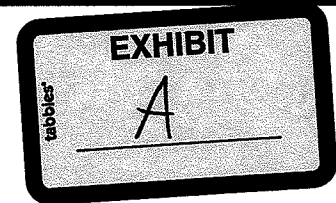
7/20/10

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Paul Becker, Director of Finance and Internal Services
From: Missy Leflar, Human Resource Director *ML*
Date: July 15, 2010
Subject: Employee benefits renewals



PROPOSAL:

It is proposed that the City Council renew the City's employee benefits for 2011, as more fully described below. The proposal is made in order for the employee benefits enrollment process to proceed on time, and so that City employees may retain what a recent employee survey showed they consider the most positive aspect of their employment with the City: their benefits. Employee benefits are an extremely important positive in an environment where economic times have caused raises to cease.

Due to the City's Benefits Brokers' negotiations with our insurance companies, last year the City's costs for employee benefits remained the same (including the health insurance rates, against a background of 8% - 10% increases nationally). This year the City's Benefits Brokers negotiated on the City's behalf again, resulting in the costs being the same except for one item becoming slightly less expensive and another item becoming a little more expensive:

1. Less expensive: It is proposed that the City change from one insurance company to another which would result in less expensive City paid life insurance and City paid long term disability insurance products. The change would be from Reliance Standard Life Insurance Company to The Standard Life Company for the above two City paid products (as well as the employee paid short term disability product). The life insurance price would change from 18 cents per \$1,000 in coverage to 15 cents per \$1,000 in coverage (annual savings of \$15,962). The long term disability price would change from 31 cents per \$100 of coverage to 28 cents per \$100 of coverage (annual savings of \$8,794). Not only would the City's cost be less expensive, there would be an enhanced life insurance benefit of up to \$50,000 for uniformed police and fire department employees who die in the line of duty due to an accident. No one should lose any coverage he/she presently has because the new company would take over the coverage already approved by the old company. The contract would be up for renewal in three years. We have already switched these companies on another product. Last year the City switched from Reliance to The Standard for its employee paid life insurance, resulting in less expense for the employees and better customer service for City staff. The transition went very smoothly. The contract from the first switch to The Standard would come up for renewal concurrently with this proposed switch to The Standard for the additional products.

2. More expensive: There is a proposed increase of 2% in the Blue Cross health insurance premiums. This is against a background of Blue Cross having paid out substantially more in City employee claims than it collected in premiums for the past twelve months. In addition, it is common knowledge that Health Care Reform is a separate driver of premiums increasing due to carriers being required to cover more individuals for more illnesses without having dollar caps on coverage any more. Blue Cross has helped City employees by agreeing to raise the age of insurable City employee dependents to "under age 26" effective October 1st of this year, even

though Health Care Reform doesn't require them to do so until January. They also agreed to keep on coverage any employee children who already had coverage but would have lost coverage due to having a 25th birthday prior to October 1st although they were not yet legally required to do this either. Staff considers an increase of only 2% to be very fortunate for the City, under the circumstances.

The entire proposed 2011 employee benefits package would be the same as in 2010 (but for the change in carriers described above and the Blue Cross 2% increase) and would consist of:

- Blue Cross Blue Shield health insurance (both traditional and high deductible).
- Delta Dental dental insurance.
- Starmount/Always Care vision insurance.
- Colonial supplemental medical insurance for cancer, critical illness, and accidents.
- The Standard Life Company for employee paid life, City paid life, City paid long term disability, and employee paid short term disability.
- ACE-USA Accidental Death and Dismemberment (both City paid and employee paid).
- Flexible Spending Accounts for dependent care reimbursement and health care reimbursement.
- Delta Trust & Banking Corp. Health Savings Accounts.
- Retirement Plans.
- The Fayetteville School District partners with the City in offering City employees (who are eligible for regular benefits) memberships to the Fayetteville Public Schools Fitness Center at a cost of \$15 per month to the employee or \$25 per month for the employee's entire family.
- The City also offers an Employee Assistant Program through Ozark Guidance Center which makes counseling more readily available for employees and their spouses who may be in need.
- City employees are also eligible to join the UARK Federal Credit Union financial institution.
- Sam's Club offers City employees a \$10 Gift Certificate with their memberships.

Of the above, the City would financially contribute to: Health insurance, City paid life insurance, City paid long term disability insurance, City paid accidental death & dismemberment insurance, health savings accounts and the retirement plan. In addition, the City would continue to utilize the services of Datapath to provide its expertise at administering the legally required Section 125 Summary Plan Description and COBRA Administration services, as well as its Flexible Spending Accounts.

RECOMMENDATION:

Staff recommends that Council approve the above described renewal of employee benefits and change from Reliance Standard Life Insurance to The Standard Life Company.

Staff further recommends approval of the Administration's proposal for the City to pay the 2% increase in health insurance premiums. (Please see attached chart for dollar amount analysis.)

BUDGET IMPACT:

These planned items are being budgeted for in the City's 2011 budget, subject to Council approval of the above.

City staff and staff from the City's Benefits Broker are available to answer any questions you may have.

RESOLUTION NO. _____

A RESOLUTION APPROVING A 2011 EMPLOYEE BENEFITS PACKAGE

**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 2011 employee benefits package as recommended in the staff memorandum attached as Exhibit "A."

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Blue Cross

2010 Monthly										
	Total	Employer Portion*	Employee Portion	City's Health Savings Account Monthly Contributions						
Traditional										
Family	\$645.48	\$552.30	\$93.18							
Individual	\$244.59	\$226.17	\$18.42							
High Deductible										
Family	\$380.83	\$354.25	\$26.58		\$156.66					
Individual	\$144.31	\$134.23	\$10.08		\$70.80					
2011 Monthly: Subject to Council Approval										
	Total	Employer Portion*	Employee Portion	City's Health Savings Account Monthly Contributions						
Traditional										
Family	\$658.39	\$565.21	\$93.18							
Individual	\$249.48	\$231.06	\$18.42							
High Deductible										
Family	\$388.45	\$361.87	\$26.58		\$156.66					
Individual	\$147.20	\$137.12	\$10.08		\$70.80					

City of Fayetteville Staff Review Form

A. 11
Edward Byrne Memorial
Justice Grant
Page 1 of 18

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Drug Enforcement
Division

Police
Department

Action Required:

Acceptance of the Edward Byrne Memorial Justice Assistance Grant in the amount of \$164,444.66 and the State funding of \$32,888.93.

\$ 521,499.00
Cost of this request

\$ 502,711.00

Drug Enforcement
Program Category / Project Name

2930-2960
Account Number

\$ 249,550.00
Funds Used to Date

Drug Enforcement
Program / Project Category Name

Project Number

\$ 253,161.00
Remaining Balance

Drug Enforcement
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office 07-16-10 P03:35 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: July 16, 2010

Subject: Grant Acceptance for 4th Judicial Drug Task Force

PROPOSAL:

The 4th JDTF's total projected budget for the 2010-2011 JAG grant period is \$521,499. The State Office of Intergovernmental Services has approved grant funding in the following amounts: federal - \$164,444, state - \$32,889, and local match - \$21,926. The JAG grant defines required local matching funds based on a percentage split of 75/15/10 in awarded federal and state funds plus local funds. To receive the federal and state portion of the Justice Assistance Grant, the 4th JDTF must commit to a match of at least \$21,926.00. However, Fayetteville provides additional funds in the amount of \$233,000.00 to maintain the same level of effectiveness for the Drug Enforcement program. The other member agencies also contribute additional funds totaling \$117,927.

The 2010-2011 fiscal year grant award is essentially same as the grant awarded for 2009-2010. As in previous year, no increase for salary or operations was included in this award.

Attached, please find the grant document which includes the Project Abstract and Program Narrative to further explain the operation covered by this grant.

RECOMMENDATION:

Staff recommends acceptance of the 2010-2011 Justice Assistance Grant for federal and state funding in the amount of \$164,444 and \$32,889, respectively, for the primary funding source of the 4th Judicial Drug Task. . If you should have any comments or questions regarding this grant acceptance, please contact me at extension 500 or Judy Cohea at extension 581.

BUDGET IMPACT:

The budget will be sufficient for the balance of 2010 and will remain stable in 2011

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF THE 2010-2011
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE
TOTAL AMOUNT OF \$197,333.59**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
ATTACHMENT B – PROJECT ABSTRACT

A. 11
Edward Byrne Memorial
Justice Grant
Page 4 of 18

Applicant: City of Fayetteville, Arkansas on behalf of 4th Judicial District Drug Task Force

Project Title: 4th Judicial District Drug Task Force

Proposal Abstract

The City of Fayetteville, Arkansas acts as the primary fiduciary for the 4th Judicial District Drug Task Force (4th DTF) and is therefore the applicant of this grant proposal. The 4th DTF is a multi-jurisdictional agency focusing on drug enforcement efforts in Washington and Madison Counties. Washington County is a primary destination of Mexican drug trafficking organizations (DTO) and a distribution center of marijuana, methamphetamine, and cocaine for the entire Midwestern United States. Madison County law enforcement encounters Methamphetamine Labs throughout the county. The 4th DTF officers are certified to enter, secure and take evidence from Methamphetamine Labs and will assist law enforcement in both Madison and Washington Counties as needed.

The goals of the 4th DTF are as follows:

1. Maintain current staffing levels in order to continue efforts to disrupt drug trafficking in our jurisdiction.
2. To follow up on intelligence gathered by local law enforcement agencies.
3. To pursue investigative leads of clandestine methamphetamine laboratories in Madison and Washington Counties.

The Objectives to meet the goals of the 4th DTF are as follows:

1. *Obtain federal funds to support personnel expenses preventing elimination of jobs.*
2. *Develop and utilize twenty (20) Confidential Informants*
3. *Identify at least 10 DTO's operating within Washington County, Arkansas*
4. *Disrupt 5 DTO's identified during the grant period operating within Washington County, Arkansas*
5. *Utilizing intelligence reports and Leads on Labs, the 4th DTF will attempt to identify and locate clandestine methamphetamine laboratories operation in Madison and Washington Counties.*

APPLICATION DEADLINE: MAY 21, 2010 AT 4:30 P.M.
Applications received after the 4:30 deadline will not be considered



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
ATTACHMENT B – PROJECT ABSTRACT

A. 11
Edward Byrne Memorial
Justice Grant
Page 5 of 18

The following is a list of the major deliverables:

1. *Number of criminal subjects identified.*
2. *Number of instances of inter-agency assists and intelligence information sharing.*
3. *Number and type of criminal activity cases and reports currently under investigation.*
4. *Number of arrests.*
5. *Number of cases involving clandestine methamphetamine lab operators.*
6. *Amount of forfeitures ordered.*
7. *Quantity and type of narcotics seized and/or purchased.*
8. *Number of clandestine methamphetamine labs seized.*

Data Collection Procedures:

Members of the DTF will update the multi-jurisdictional profile classification of area drug offenders by compiling drug intelligence records from their individual agencies into a central file. Using information obtained from intelligence files, a strategy of undercover operations will be developed to successfully investigate, arrest, and prosecute the identified target(s).

Coordination Plans:

Specific targets will be identified and the Control Group will review and make recommendations. Investigators will conduct controlled buys, perform follow-up investigations and execute search warrants to build cases against narcotics traffickers and begin making arrests of these offenders.

APPLICATION DEADLINE: MAY 21, 2010 AT 4:30 P.M.
Applications received after the 4:30 deadline will not be considered

**Needs Assessment**

Since its inception in 1991, there has been a steady increase in narcotics cases within the 4th Judicial District Drug Task Force's jurisdiction. There has also been a steady decrease in funding for narcotics enforcement in recent years. The Drug Task Force (DTF) operates as the primary agency investigating narcotics enforcement in Washington and Madison Counties. None of the major police departments in the county operate separate narcotics divisions. This funding will be used to combat narcotics trafficking by identifying, disrupting, and dismantling drug trafficking organizations. The steady increase of narcotics activity in the Northwest Arkansas has resulted in the area being declared a High Intensity Drug Trafficking Area (HIDTA). Washington County is a primary destination of drug trafficking organizations (DTOs) and a distribution center of marijuana, methamphetamine, and cocaine for the entire Midwestern United States. Major highways include US-71/I-540 and US-412 which provides east/west and north/south routes bypassing many major metropolitan cities. Methamphetamine lab cases have remained steady and we investigate labs in both Madison and Washington Counties.

Our demographics is a metropolitan area surrounded by rural communities. We serve a population of 225,000.

Applicant Capacity:

The 4th DTF is comprised of five investigators, a secretary, and one sergeant. All officers are certified and have received training in narcotics investigation, and are clandestine methamphetamine lab certified. This task force was established by combining three local agencies in 1991. Since that time all officers have been certified and even when an officer is reassigned, the new investigator will have the other officers to rely on for field training before they begin to work cases. The 4th DTF has adopted a book of General Orders and it is updated as needed. These General Orders are necessary to standardize the policies and procedures from several local agencies participating in the 4th DTF.

The 4th DTF has a very productive working relationship with the Drug Enforcement Agency, the High Intensity Drug Trafficking Area (HIDTA) Task Force and Troop L of the Arkansas State Police and other area agencies. These agencies share information, work active cases and provide manpower as backup for each other's operations as needed. The local highway enforcement officers along with help from 4th DTF investigators identify informants for the HIDTA Task Force to follow up in identifying and dismantling Drug Trafficking Organizations (DTOs), both locally and out of state.

Another organization the 4th DTF partners with is a local coalition, Project Right Choice. Project Right Choice provides information about illegal drugs in our community by holding town

APPLICATION DEADLINE: MAY 21, 2010 AT 4:30 P.M.

Applications received after the 4:30 deadline will not be considered



hall meetings, speaking at civic groups, presentations in local schools and other venues. The coalition's mission is to reduce or prevent the use of methamphetamine and other illegal drugs.

The economic downturn in Northwest Arkansas is a great concern for the 4th DTF local funding. Washington County general sales tax revenue is steadily decreasing and grant funds are essential to ensure all employees are funded in the 2010-2011 budget.

The City of Fayetteville will be accounting for this grant in a separate fund which is not commingled with other city funds. All revenues and expenditures will be recorded in accordance with generally accepted accounting principles. This fund will be audited annually by the accounting firm hired by the City of Fayetteville. All files will be subject to review by the granting agency up request.

Population to be Served:

This project addresses Federal program priorities by maintaining positions that are slated for elimination. It is well known that providing a safe community by enforcing narcotics laws enhances and supports economic development within cities. This grant will also help stabilize our local government budgets.

This grant supports drug enforcement in Madison County even though they are unable to supply personnel or funding to the 4th DTF. Madison County is a rural and sparsely populated area which is a prime target area for methamphetamine labs.

Project Activities/Objectives:

The goals of the 4th DTF are as follows:

1. Maintain current staffing levels in order to continue efforts to disrupt drug trafficking in our jurisdiction.

Objective: To obtain federal funding to maintain staffing levels. Develop and utilize twenty (20) confidential informants to disrupt drug trafficking.

Objective: Identify at least 10 Drug Trafficking Organizations operating within our area and disrupt five of them.

2. To pursue investigative leads of clandestine methamphetamine laboratories in Washington and Madison counties.

Objective: Utilizing intelligence reports and Leads on Labs, the 4th DTF will attempt to identify and locate clandestine methamphetamine laboratories operating in Washington and Madison counties.

APPLICATION DEADLINE: MAY 21, 2010 AT 4:30 P.M.

Applications received after the 4:30 deadline will not be considered



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
ATTACHMENT C – PROGRAM NARRATIVE

A. 11
Edward Byrne Memorial
Justice Grant
Page 8 of 18

Listed below are the performance measures indicating the success of the 4th DTF. These statistics are maintained in the 4th DTF office and reported monthly to the Control Group.

1. *Number of criminal subjects identified.*
2. *Number of instances of inter-agency assists and intelligence information sharing.*
3. *Number and type of criminal activity cases and reports currently under investigation.*
4. *Number of arrests.*
5. *Number of cases involving clandestine methamphetamine lab operators.*
6. *Amount of forfeitures ordered.*
7. *Quantity and type of narcotics seized and/or purchased.*
8. *Number of clandestine methamphetamine labs seized.*
9. *Amount of Highway Interdiction narcotics seizures.*

APPLICATION DEADLINE: MAY 21, 2010 AT 4:30 P.M.
Applications received after the 4:30 deadline will not be considered


**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**
OFFICE OF INTERGOVERNMENTAL SERVICES

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



JAG



RSAT



LLEBG

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

CFDA #: 16.738
1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

The Honorable Lioneld Jordan,
City of Fayetteville
100-A West Rock Street
Fayetteville, Arkansas 72701

4. SUBGRANT NUMBER: J 10-014

5. START DATE: July 1, 2010
END DATE: June 30, 2011

6. AWARD DATE: July 1, 2010

2. MODIFICATION EFFECTIVE DATE:

7. ACTION: ☒ Initial



Modification

2A. MODIFICATION AMOUNT \$

FEDERAL \$
STATE MATCH \$
LOCAL MATCH \$

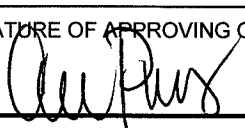
8. AWARD AMOUNT \$219,259.54

FEDERAL \$164,444.66
STATE MATCH \$ 32,888.93
LOCAL MATCH \$ 21,925.95

3. COMMON NAME: 4th Judicial District Drug Task Force
4. Project Description: Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the Programs jurisdictional area of operations. – Maintenance, Operations and Equipment Project.
9. SPECIAL CONDITIONS (check if applicable)


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

This project is supported under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3750).

AGENCY APPROVAL		SUBGRANTEE APPROVAL	
10. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL Ann Purvis, Administrator Intergovernmental Services		12. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL The Honorable Lioneld Jordan, City of Fayetteville	
11. SIGNATURE OF APPROVING OFFICIAL 		13. SIGNATURE OF AUTHORIZED OFFICIAL	14. DATE

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction		2. DATE SUBMITTED		Applicant Identifier	
Pre-application ☐ Construction ☒ Non-Construction		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: City of Fayetteville, Arkansas			Organizational Unit: Department: Fayetteville Police Department		
Organizational DUNS: 075657742			Division: 4th Judicial District Drug Task Force		
Address: Street: 100-a West Rock Street			Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Judy		
City: Fayetteville			Middle Name		
County: Washington			Last Name Cohea		
State: AR		Zip Code 72701		Suffix:	
Country: United States			Email: jcohea@ci.fayetteville.ar.us		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 71-6018462			Phone Number (give area code) (479) 587-3581		Fax Number (give area code) (479) 587-3570
8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)			7. TYPE OF APPLICANT: (See back of form for Application Types) C. Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Edward Byrne Memorial JAG Program			9. NAME OF FEDERAL AGENCY: Department of Justice		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Washington and Madison Counties			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 4th Judicial District Drug Task Force		
13. PROPOSED PROJECT Start Date: 07/01/2010 Ending Date: 06/30/2011			14. CONGRESSIONAL DISTRICTS OF: a. Applicant 3rd b. Project 3rd		
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$	164,444.66	a. Yes. ☒ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 05/20/2010		
b. Applicant	\$		b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372		
c. State	\$	32,888.93	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
d. Local	\$	21,925.95	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
e. Other	\$		☐ Yes If "Yes" attach an explanation. ☐ No		
f. Program Income	\$				
g. TOTAL	\$	219,259.54			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix		First Name Lioneld		Middle Name	
Last Name Jordan				Suffix	
b. Title Mayor				c. Telephone Number (give area code) (479) 575-8330	
d. Signature of Authorized Representative				e. Date Signed	

**ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
ATTACHMENT D: 2010 APPLICATION BUDGET**

APPLICANT ORGANIZATION City of Fayetteville

PROJECT TITLE 4th Judicial District Drug Task Force

Budget Item	FEDERAL FUNDS	STATE MATCH	LOCAL MATCH	PROJECT TOTAL	Narrative Explanation of Budget Item
A. SALARY: List all positions for which funding is sought, include positions to be used as match. Include the number of hours worked per week, the salary rate, as well as a brief description of the job duties to be performed by each position. Grant funds and/or grant matching funds may not be used for CONFIDENTIAL FUNDS, unless the Authorized Official certifies that the DTF will comply with the Department of Justice regulations concerning Confidential Funds.					
Supervisor	\$23,797.00	\$4,754.00	\$0.00	\$28,551.00	
Investigator	\$19,909.00	\$3,978.00	\$0.00	\$23,887.00	
Investigator	\$16,713.00	\$3,339.00	\$0.00	\$20,052.00	
Secretary	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL SALARY	\$60,419.00	\$12,071.00	\$0.00	\$72,490.00	
B. MANDATED BENEFITS: Mandated Benefits include FICA, Worker's Compensation and State Unemployment. FICA is calculated at 7.65% of total salary. Worker's Compensation and State Unemployment rates are determined by the respective agencies.					
FICA @ 7.65% X total salary	\$0.00	\$0.00	\$0.00	\$0.00	Secretary only
Medicare @ 1.45% of Salary	\$876.00	\$175.00	\$0.00	\$1,051.00	Officers only
Worker's Compensation for all Positions @ 01.5%	\$906.29	\$181.05	\$0.00	\$1,087.34	
TOTAL MANDATED BENEFITS	\$1,782.29	\$356.05	\$0.00	\$2,138.34	
C. EMPLOYER BENEFITS: Include all other benefits offered to employee through group policies held by the applicant (i.e.: health insurance, retirement, etc.). Payments made directly to employees are not an allowable cost.					
Health Insurance 3 officers	\$3,683.00	\$733.00	\$0.00	\$4,416.00	
Health insurance civilian	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance	\$384.00	\$77.00	\$0.00	\$461.00	Life, Personal Liability, Long Term Disability, ADD
Retirement (12.5%)	\$7,552.38	\$1,508.88	\$0.00	\$9,061.25	Officers only Fed Max 12.05%
Retirement (12%)	\$0.00	\$0.00	\$0.00	\$0.00	12% local match only
TOTAL EMPLOYER BENEFITS	\$11,619.38	\$2,318.88	\$0.00	\$13,938.25	
D. MAINTENANCE AND OPERATIONS: Include items essential to the effective implementation of activities identified within this proposal (i.e. staff travel, telephone, office rental, office supplies, car lease (car lease not to exceed \$600.00 per month) etc.).					
Alarm Service	\$417.00	\$83.00	\$384.00	\$884.00	
Bank Service Charges	\$0.00	\$0.00	\$130.00	\$130.00	
Cell Phones	\$2,352.00	\$227.00	\$1,409.00	\$3,988.00	
Cleaning Service	\$0.00	\$0.00	\$1,420.00	\$1,420.00	
Copier Expense	\$293.00	\$59.00	\$616.00	\$968.00	
Drug Screening	\$0.00	\$0.00	\$392.00	\$392.00	
Equipment Maintenance	\$0.00	\$0.00	\$1,500.00	\$1,500.00	
Office Phones	\$0.00	\$0.00	\$1,656.00	\$1,656.00	
Office Supplies	\$234.00	\$47.00	\$1,219.00	\$1,500.00	
Pagers	\$824.00	\$165.00	\$110.00	\$1,099.00	

APPLICATION DEADLINE: MAY 22, 2010 AT 4:30 P.M.
Applications received after the 4:30 deadline will not be considered

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
ATTACHMENT D: 2010 APPLICATION BUDGET

Postage	\$47.00	\$9.00	\$0.00	\$56.00	
Surveillance Equip Ser Fees	\$1,226.00	\$245.00	\$0.00	\$1,471.00	
Vehicle Insurance	\$506.00	\$101.00	\$4,963.00	\$5,570.00	
Vehicle Maintenance	\$2,675.00	\$534.00	\$4,291.00	\$7,500.00	
Evidence Collection Supplies	\$475.00	\$131.00	\$0.00	\$606.00	
Fuel	\$4,265.00	\$832.00	\$2,805.95	\$7,902.95	
TOTAL MAINTENANCE AND OPERATIONS	\$13,314.00	\$2,433.00	\$20,895.95	\$36,642.95	

E. PROFESSIONAL/CONTRACT SERVICES: Include any professional service needed to ensure success of the project. For each consultant enter the name, service to be provided and hourly fee. Estimate time worked on the project. If Contract Services is used for PERSONNEL - use the Personnel/Salary Category, but list that they are Contract Services.

Washington County Sheriff's Office	\$26,651.00	\$5,485.00	\$0.00	\$32,136.00	
Springdale Police Department	\$28,516.00	\$5,767.00	\$0.00	\$34,283.00	
Prairie Grove Police Department	\$20,996.00	\$4,185.00	\$0.00	\$25,181.00	
TOTAL PROFESSIONAL/CONTRACT SERVICES	\$76,163.00	\$15,437.00	\$0.00	\$91,600.00	

F. TRAVEL/TRAINING: Itemize travel expenses of project personnel by purpose. Training for personnel (IN STATE ONLY). OUT OF STATE TRAVEL/TRAINING MUST BE APPROVED BY IGS/COMMITTEE.

Training, Drug Investigator	\$1,147.00	\$273.00	\$1,030.00	\$2,450.00	
TOTAL TRAVEL/TRAINING	\$1,147.00	\$273.00	\$1,030.00	\$2,450.00	

G. EQUIPMENT: List non-expendable items to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$500.00 or more per item.

Item Name	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL EQUIPMENT COST	\$0.00	\$0.00	\$0.00	\$0.00	

H. TOTAL PROJECT BUDGET	\$164,444.66	\$32,888.93	\$21,925.95	\$219,259.54	
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2010 - 2011 Budget (Federal and State):

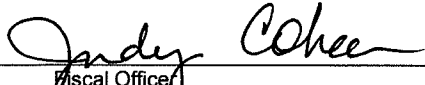
Maximum Eligibility Amount (FEDERAL) for 2010 - 2011:	\$164,444.66
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Total State Match Requirement for 2010 - 2011:	\$32,888.93
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Total Local Match Requirement 2010 - 2011:	\$21,925.95
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Authorized Official

Date


Fiscal Officer

7/8/2010
Date

APPLICATION DEADLINE: MAY 22, 2010 AT 4:30 P.M.
Applications received after the 4:30 deadline will not be considered



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

Lioneld Jordan, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville

Name of Organization

113 W. Mountain St
Fayetteville, AR 72701

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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Edward Byrne Memorial
Justice Grant
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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 records, 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to 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 an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

4th Judicial District Drug Task Force

3. Grantee IRS/Vendor Number

71-6018462

4. Typed Name and Title of Authorized Representative

Lioneld Jordan, Mayor

5. Signature

6. Date

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this subgrant provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, I certify the following:

- 1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy.

For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

- 2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Lioneld Jordan

Printed Name

Mayor

Title

Signature of Contracting Official

Date

CERTIFICATION FORM

A. 11
Edward Byrne Memorial
Justice Grant
Page 17 of 18

Recipient Name and Address: City of Fayetteville, AR 113 W. Mountain St, Fayetteville, AR72701

Grant Title 4th Judicial District Drug Task Grant Number: _____ Award Amount: \$219,259.54

Contact Person Name and Title: Missy Leflar Phone Number: (479) 575-8298

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | | | |
|----------------------------|---|----------------------------|--|
| ☐ Q | Recipient has less than 50 employees, | ☐ Q | Recipient is an Indian tribe, |
| ☐ Q | Recipient is a non-profit organization, | ☐ Q | Recipient is an educational institution, or |
| ☐ Q | Recipient is a medical institution, | ☐ Q | Recipient is receiving an award less than \$25,000 |

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lioneld Jordan **[responsible official]**, certify that the City of Fayetteville, AR **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Missy Leflar, Human Resources **[organization]**, at 113 W. Mountain ST., Fayetteville, AR 72701 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Lioneld Jordan, Mayor

Print or type Name and Title

Signature

Date

City of Fayetteville Staff Review Form

A. 12
Underage Drinking Laws Grant
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

G Tabor
Submitted By

Patrol
Division

Police
Department

Action Required:

Approval of the non-matching grant award for Enforcing Underage Drinking Laws Grant and budget adjustment in the amount of \$32,000.00.

\$ 32,000.00

Cost of this request

\$ -

Category / Project Budget

Underage Drinking Prevention Grant

Program Category / Project Name

1010-2920-5120.00

Account Number

\$ -

Funds Used to Date

Grant

Program / Project Category Name

08068- 2010

Project Number

\$ -

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Will K. Brown

Department Director

7-15-10

Date

Previous Ordinance or Resolution #

Chris B. Kelley

City Attorney

7-19-10

Date

Original Contract Date:

Original Contract Number:

Paul A. Beebe

Finance and Internal Services Director

7-20-2010

Date

Received in City
Clerk's Office

07-16-10 P03:35 RCVD

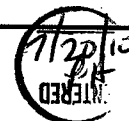
Don Mann

Chief of Staff

7-20-10

Date

Received in
Mayor's Office



Frederick Jordan

Mayor

7/20/10

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police *WKB*

Date: July 16, 2010 *For Greg Tabor*

Subject: Enforcing Underage Drinking Laws Grant

PROPOSAL:

The Office of Intergovernmental Services Division of the Arkansas Department of Finance and Administration has awarded a grant in the amount of \$32,000.00 to the Fayetteville Police Department to enforce underage drinking laws. The Fayetteville Police Department will use these funds to offset the expenditure of a number of details to monitor and inspect alcohol permitted outlets in the enforcement of underage drinking laws throughout the year. This will include overtime, crime prevention supplies and training. This is a reimbursement grant with no matching funds required.

RECOMMENDATION:

Staff recommends approval the non-matching grant award for Enforcing Underage Drinking Laws and a budget adjustment in the amount of \$32,000.

BUDGET IMPACT:

None

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION GRANT FOR
ENFORCEMENT OF UNDERAGE DRINKING LAWS IN THE AMOUNT OF
\$32,000.00 AND APPROVING A BUDGET ADJUSTMENT**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Arkansas Department of Finance and Administration grant for enforcement of underage drinking laws in the amount of \$32,000.00.

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

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

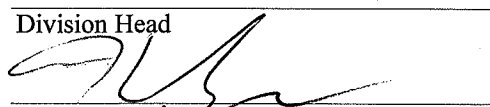
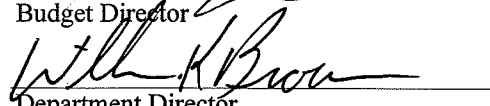
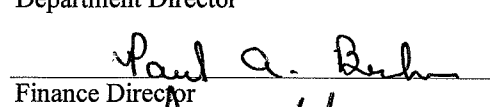
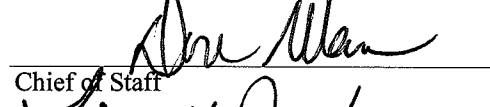
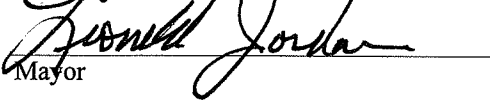
A. 12
Underage Drinking Laws Grant
Page 4 of 20
Adjustment Number

Budget Year 2009	Department: Police Division: Police Program: Police/Animal Projects	Date Requested 7/15/2010	
--------------------------------	---	--	--

Project or Item Added/Increased: Overtime, crime prevention supplies and travel and training	Project or Item Deleted/Reduced: None
---	--

Justification of this Increase: These expenses are covered by the non-matching 2010-2011 Underage Drinking Prevention Grant.	Justification of this Decrease: 
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		Increase Budget					
Account Name		Account Number				Amount	Project Number
Personnel Services - Contra	1010	2920	5120	00		29,400	08068 1001
Crime Prevent/Investigate	1010	2920	5201	00		1,100	08068 1001
Travel & Training	1010	2920	5304	00		1,500	08068 1001
		Decrease Budget					
Account Name		Account Number				Amount	Project Number
State Grants - Operational	1010	0001	4302	01		32,000	08068 1001

		V.090403	
Division Head  Budget Director  Department Director  Finance Director  Chief of Staff  Mayor 	Date 7-15-10 Date 7-15-10 Date 7-20-2010 Date 7-20-10 Date 7/20/10	Budget & Research Use Only Type: A B C <u>D</u> E Requested By _____ General Ledger Date _____ Posted to General Ledger _____ Posted to Project Accounting _____	
		Initial	Date
		Initial	Date



STATE OF ARKANSAS

Department of Finance
and Administration

A. 12
Underage Drinking Laws Grant
OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.arkansas.gov/dfa/igs>

July 2, 2010

Notification of Award

FY 2011 Enforcing the Underage Drinking Laws Grant

EUDL #2008-AH-FX-0002-IG08-08-10

Dear: Ms. Judea Cohea

The Arkansas Department of Finance and Administration, Office of Intergovernmental Services (DFA-IGS) is pleased to announce that your application for a mini-grant has been approved in the amount of \$32,000. The award period will run from July 15, 2010 to May 15, 2011.

- Adjustments were made to your original budget as follows: Adjusted/Disallowed cost: (1) ABC hearings travel \$1,000 (2) Reduction of cost to EUDL national conference by \$2000, limit 1 officer. Thus the final amount of your award is \$32,000.
- Remember our office must receive and approve samples of all advertisement, whether media/newspaper/billboards etc.

Award Acceptance

Receipt of the award is contingent on the following:

- a. All Attachments must be signed (in blue ink) by your Authorized Official (agency head) and returned to DFA-IGS by July 9.
 - 1) Attachment 1 (*acknowledgement and acceptance*)
 - 2) Attachment 2 (*approved itemized budget*)
 - 3) Contact information for your designated Agent who will manage the mini-grant and for at least one additional alternate contact must also be provided in Attachment 1.
 - 4) Attachment 3 (certifications regarding lobbying)
 - 5) Attachment 4 (certification regarding debarment)
 - 6) Attachment 5 (assurances)
 - 7) Attachment 6 (contract and grant disclosure/certification form)

Acceptance of the award indicates the Authorized Official's:

- a. Acknowledgement that the requirements for this award and all Attachments are understood and accepted.
- b. Agreement with the terms and conditions contained.
- c. Acceptance of and agreement to comply with federal and state laws and requirements governing the EUDL grant. [Office of Justice Programs Financial Guide may be accessed via the internet at <http://www.ojp.usdoj.gov/financialguide/index.htm>]
- d. Understanding that all project related costs are reimbursements only. Actual cost must be paid by grantee prior to requesting reimbursement. No expenses will be prepaid by DFA/IGS.

- e. Acknowledgement that food and beverages are allowable for conferences, meetings or training sessions if there are participants, if the event is a work related event, if the cost of the food/beverages is reasonable and the event is not related directly to amusement and/or social events and provide a speaker/program at a lunch or dinner per OJJDP Financial Guide, Part III Chapter 7, Food and Beverage Section.
- f. Acknowledges that travel/lodging/meals must be paid by the subrecipient and submitted to DFA/IGS for reimbursement with proper documentation.
- g. Understand that budget modification requests must be approved by this office before the subgrantee spends money on modified line item.
- h. Understand that all advertising/media is restricted to the funded project according to the approved budget and must not include any elected officials. All subrecipients **MUST** submit a sample of all advertising/media information to the office of DFA/IGS for approval prior to print or public announcement.
- i. A bilingual effort for media/public service announcement campaigns should be conducted in areas where there is a high Hispanic population.
- j. Per OJJDP Financial Guide, Part III Chapter 7, Publication Section states "all materials publicizing or resulting from award activities shall contain an acknowledgement of the awarding agency assistance. An acknowledgement of support shall be made through the use of the following or comparable footnote: "This project was supported by the EUDL award number, awarded by OJJDP, Office of Justice Programs.
- k. Understand that hold conditions apply to all line items with unspecified travel, admin, activities (presentations), parades, etc. A hold means no funds can be spent from that particular line item until specific details are submitted to our office about each event.
- l. Understand that travel to national conference is limited to one officer.
- m. Understand that consultant rates are limited to \$450 for an 8-hour day. Per OJJDP Financial Guide, Part III Chapter 15, Consultant Rates section states "when the rate exceeds \$450 for an 8-hour day, or \$56.25 per (excluding travel and subsistence costs), a written **PRIOR APPROVAL** is required from the awarding agency. Prior approval requests require additional justification. An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance."

Reporting Requirements

Reimbursement requests are due monthly no later than the 5th of the month and a final reimbursement request is due no later than June 5, 2011. Quarterly progress reports are due by: October 5, 2010; January 5, 2011; April 6, 2011; and June 5, 2011.

Failure to submit these reports by the deadline may result in a cancellation of this award or only partial reimbursement. A report is required even if no activities were performed within the reporting period.

Reimbursement will be issued only for the specific items and services indicated in the approved budget. To ensure full reimbursement, detailed receipts must be attached to the reimbursement request. To receive reimbursement for promotional items, copies or samples must prior approval before expenditure and documentation must be submitted with the reimbursement request. One original (signed in blue ink) and an electronic version of the monthly and quarterly reports must be submitted.

Mail original report to:

**Parunta Brown
DFA Office of Intergovernmental Services
1515 West 7th Street, Suite 400
PO Box 8031
Little Rock, Arkansas 72201-8031**

Submit electronic copy to parunta.brown@dfa.arkansas.gov

DFA-IGS Acknowledgement

Monthly reimbursement and Quarterly progress report forms will be provided to mini-grant recipient upon DFA-IGS receipt of Attachments 1 through 5.

Terms and Conditions

- a) **The Mini-grant Recipient shall not discriminate against any participant in the performance of this award because of race, creed, color, disability, national origin, sex, religion or marital status.**
- b) **Expenditures will be reimbursed in accordance with the approved budget.**
- c) **Reimbursement Invoices will be submitted by the 5th of each month for expenditures made in the previous month.**
- d) **Final request for reimbursement will be submitted by June 5, 2011.**
- e) **Quarterly Progress Reports will be submitted by the 5th or 6th day of the following month after the quarter's end: October 5, 2010; January 5, 2011; April 6, 2011; and June 5, 2011.**
- f) **Minors will be compensated at a rate of pay no higher than \$10.00 per hour.***
- g) **Officers will be compensated at a rate of pay no higher than \$35.00 per hour for OT. Officers will not be compensated for court time.***
- h) **Compensation for mileage will be reimbursed at \$.42 cents a mile (or highest rate approved by the State).***

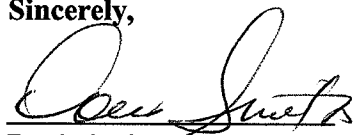
***Items reimbursed only if they are in the approved budget.**

DFA-IGS Contact

Should you have any questions or concerns throughout your grant period, please contact Parunta Brown at: (501) 682-3766 or by email at parunta.brown@dfa.arkansas.gov.

Congratulations once again on your award.

Sincerely,

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

Doris Smith
Assistant Administrator
DFA Office of Intergovernmental Services

Mail completed documents (Attachments 1 through 5) to:

Parunta Brown
DFA Office of Intergovernmental Services
1515 West 7th Street, Suite 400
PO Box 8031
Little Rock, Arkansas 72201-8031

Attachment 1

**Grantee Acknowledgement of EUDL Grant Requirements
and Restrictions**

I, Lioneld Jordan, agency head for City of Fayetteville
acknowledge the specific requirements outlined in the *Notification of Award*.

I will ensure the timely submission of all reports and will ensure the reimbursement requests are
submitted only for qualified expenses and for only the approved amounts as outlined in the
Approved Budget.

Contact Information: 100 A. West Rock Street, Fayetteville, AR 72701

Lioneld Jordan
Agency Head- Printed Name

Mayor
Title

Signature

Date

Authorized Agent/Award Manager contact information:

Name: Rick Crisman

Title: Corporal, COP Division

Phone: 479-575-8341

Other: rcrisman@ci.fayetteville.ar.us

Alternate Person contact information: (at least one required)

Name: Greg Tabor

Title: Chief of Police

Phone: 479-587-3500

Other: gtabor@ci.fayetteville.ar.us

Name: Judy Cohea

Title: Support Services Manager

Phone: 479 587-3581

Other: jcohea@ci.fayetteville.ar.us



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES
ENFORCING UNDERAGE DRINKING LAWS

A. 12
Underage Drinking Laws Grant
Page 10 of 20

MINI-GRANT BUDGET SPREADSHEET

Applicant Name City of Fayetteville

Project Name Underage Alcohol Enforcement

Sub-grant award date:

July 15, 2010 to May 15, 2011

Sub-grant award amount:

\$32,000

Cops-N-Shops

<List line item>	Individual Line Item (amounts)
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
6 officers x 7 hrs x \$35.00	\$1,470.00
TOTAL CATEGORY AMOUNT	<u>\$11,760.00</u>

Bar Patrol

<List line item>	Individual Line Item (amounts)
6 officers x 5 officers x \$35.00	\$1,050.00
6 officers x 5 officers x \$35.00	\$1,050.00
6 officers x 5 officers x \$35.00	\$1,050.00
6 officers x 5 officers x \$35.00	\$1,050.00
6 officers x 5 officers x \$35.00	\$1,050.00
6 officers x 5 officers x \$35.00	\$1,050.00
TOTAL CATEGORY AMOUNT	<u>\$6,300.00</u>

Compliance Checks

	Individual Line Item (amounts)
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
(2 officers x 3 hrs x \$35.00) + (1 minor x 3 hrs x \$10.00)	\$240.00
TOTAL CATEGORY AMOUNT	<u>\$1,920.00</u>

Shoulder Taps

<List line item>	Individual Line Item (amounts)
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
(2 officers x 3hrs x\$35.00) + (1 minor x 3hrs X \$10.00)	\$240.00
TOTAL CATEGORY AMOUNT	<u>\$1,440.00</u>

Bikes, Blues, BBQ

<List line item>	Individual Line Item (amounts)
4 officers x 8hrs x \$35.00 (Bar Patrol)	\$1,120.00
4 officers x 8hrs x \$35.00 (Bar Patrol)	\$1,120.00
<List line item>	\$0.00
<List line item>	\$0.00
<List line item>	\$0.00
TOTAL CATEGORY AMOUNT	<u>\$2,240.00</u>

U of A Football Games

<List line item>	Individual Line Item (amounts)
4 officers x 5hrs x \$35.00 (pre-game Cops-N-Shop)	\$700.00
6 officers x 5hrs x \$35.00 (post game bar patrol)	\$1,050.00
4 officers x 5hrs x \$35.00 (pre-game Cops-N-Shop)	\$700.00
6 officers x 5hrs x \$35.00 (post game bar patrol)	\$1,050.00
<List line item>	\$0.00
TOTAL CATEGORY AMOUNT	<u>\$3,500.00</u>

Fake ID Training for Merchants & Officers

<List line item>	Individual Line Item (amounts)
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
2 officersx 2 hrs x \$35.00	\$140.00
TOTAL CATEGORY AMOUNT	<u>\$1,400.00</u>

U of A / High School Underage Drinking Presentations

<List line item>	Individual Line Item (amounts)
2 officers x 2hrs x \$35.00	\$140.00
2 officers x 2hrs x \$35.00	\$140.00
2 officers x 2hrs x \$35.00	\$140.00
2 officers x 2hrs x \$35.00	\$140.00
2 officers x 2hrs x \$35.00	\$140.00
2 officers x 2hrs x \$35.00	\$140.00
TOTAL CATEGORY AMOUNT	<u>\$840.00</u>

Advertising & Training

<List line item>	Individual Line Item (amounts)
Materials for Program in Entertainment District	\$1,100.00
Training (National EUDL Conference) 1 officer	\$1,500.00
<List line item>	\$0.00
<List line item>	\$0.00
<List line item>	\$0.00
TOTAL CATEGORY AMOUNT	<u>\$2,600.00</u>

TOTAL OF ALL CATEGORY AMOUNTS	<u>\$32,000.00</u>
--------------------------------------	---------------------------

Lioneld Jordan

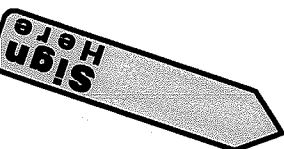
AGENCY HEAD-PRINTED NAME

Mayor

TITLE

SIGNATURE

DATE





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 records, 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to 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 an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Fayetteville, 100 A West Rock Street, Fayetteville, AR 72701

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Enforce Underage Drinking Laws

71-6018462

4. Typed Name and Title of Authorized Representative

Lioneld Jordan, Mayor

5. Signature

6. Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- Lioneld Jordan, Mayor

Signature

Date _____

City of Fayetteville

Name of Organization

100 A West Rock St., Fayetteville, AR 72701

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "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.

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 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 check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports 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.

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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements – 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It ensures that individuals with limited English proficiency (LEP) will be provided access to its program and activities.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally – assisted programs.
4. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or part by Federal grants or subgrants. (5 USC 1501, et. seq.)
5. It will comply with the minimum wage and maximum hours provision of the Federal and State Fair Labor Standards Act if applicable.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will give the Department of Finance and Administration, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subgrant.
8. It will comply with all requirements imposed by the Federal sponsoring agency or the Department of Finance and Administration concerning special requirements of law, program requirements, and other administrative requirements.
9. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Finance and Administration and the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
13. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20 Criminal Justice Information Systems; Part 22 Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30 Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

14. It will comply, and all its contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
15. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Department of Finance and Administration, Office of Intergovernmental Services.
16. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
17. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
18. Will comply, as applicable, with provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
19. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and Department of Finance and Administration audit requirements.
20. It will have complete and well-organized books, records and other original documentation relating to any and all subgrant expenditures, reimbursement or payment claims, receipt of funds, personnel employed, services rendered, individuals served, and all other records pertinent to the subgrant award. Furthermore, its bookkeeping shall be adequate to track the receipt and expenditure of all organizational funds, separately. It shall also maintain a functioning internal control structure which includes accounting and service delivery procedures that segregate subgrant funds from other organization funds and services.
21. It will provide for fund accounting, auditing, monitoring and evaluation procedures, as necessary to keep such records as the Department of Finance and Administration shall prescribe, to assure fiscal control, proper fund management and effective disbursement of funds received under the subgrant award.
22. No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated or designated to carry out the subgrant project.
23. Subgrant funds made available under this subaward will not be used as direct payment of cash or any other monetary transaction with any victim or dependent of a victim for any purpose.
24. It will not, and all its subgrantees and contractors will not, hire illegal aliens.
25. That the address or location of any shelter-facility assisted under the subgrant project will not be made public, except with the written authorization of the person or persons responsible for the operation of such shelter.
26. It will comply with the Department of Finance and Administration, Office of Intergovernmental Services, Subgrant Administration Guide (June 2002, as amended, or its successor).
27. It will comply, and assure the compliance of all its subgrantees and contractors, with the disclosure required by Governor's Executive Order 98-04 and acknowledges that disclosure is a condition of the subgrant award and that the Department of Finance and Administration cannot enter into any such subgrant award for which disclosure is not made.
- 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 a subgrant award. Any subgrantee 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 Department of Finance and Administration.
28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Signature of Authorized Official / Date

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

A. 12
Underage Drinking Laws Grant
Page 18 of 20

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: City of Fayetteville

☐ Goods?

☐ Services? ☒ Both?

YOUR LAST NAME: Jordan

FIRST NAME: Lioneld

M.I.:

ADDRESS: 113 W. Mountain St., Fayetteville, AR 72701

CITY: Fayetteville

STATE: AR

ZIP CODE: 72701

—

COUNTRY: United States

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☒ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	☐	☐						
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

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 contract. 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 agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title Mayor _____ Date _____

Vendor Contact Person Greg Tabor Title Chief of Police Phone No (479) 587-3500

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

July 6, 2010

City Council Meeting Date

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

An ordinance to revise UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control

\$

Cost of this request

n/a

Category / Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

n/a

Remaining Balance

n/a

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

James C. Bickel
Department Director

06-11-2010
Date

Previous Ordinance or Resolution #

John A. Kelley
City Attorney

6-22-10
Date

Original Contract Date:

Paul A. Bahr
Finance and Internal Service Director

6-22-2010
Date

Original Contract Number:

Sam Man
Chief of Staff

6-23-10
Date

Received in Mayor's Office

Donald J. Parker
Mayor

6/23/10
Date

Received in City Clerk's Office AW
06-17-10 P03:10 RCVD

Received in Mayor's Office
ENTERED
6/22/10
AW

Comments:

*Left on the Second Reading at the July 20, 2010
CC Meeting
Left on the first Reading at the July 17, 2010 CC mtg.*



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CITY COUNCIL AGENDA MEMO

Council Meeting of July 6, 2010

To: Mayor and City Council

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

From: Sarah Wrede, Staff Engineer

Date: June 10, 2010

Subject: An ordinance to revise UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control

PROPOSAL

City Engineering staff has prepared revisions to Chapters 169 and 170 of the City's Unified Development Code. The Proposed code changes will clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict the location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control BMPs, and require site plans for 1&2 family residences to contain a plan for erosion and sediment control and final on-site drainage. A summary of the major points of revision for each chapter is attached along with the complete revised ordinance.

The proposed revisions are driven by the following four objectives:

- The Nutrient Reduction Plan, completed by the City based on the 2006 Agreement between the City and Beaver Water District, recommended certain revisions to Chapter 169 and 170 of the UDC.
- The City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000 requires the City to be as strict as or stricter than the requirements of the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.
- The City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000 requires post-construction stormwater management to minimize water quality impacts and ensure the long-term operation and maintenance of selected Best Management Practices.
- Staff seeks to address and plan for the drainage of residential lots before homes are constructed. Repairs to alleviate drainage problems can be costly to both the City and home owner.

These ordinance revisions were reviewed by the Planning Commission on May 10, 2010. The Planning Commission forwarded ADM 10-3571 to City Council with a recommendation for approval. Planning Commission meeting minutes are attached. In addition to review by the Planning Commission, the proposed revisions were posted on the City's website and were sent by email to Planning's development community

email list. No comments were received from the public or development community in response to the web posting or email.

RECOMMENDATION

Staff and Planning Commission recommend approval of revisions to UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control.

BUDGET IMPACT

The proposed ordinance amendments will cause no budget impact.

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A regular meeting of the Fayetteville Planning Commission was held on May 10, 2010 at 5:30 p.m. in Room 219, City Administration Building in Fayetteville, Arkansas.

ITEMS DISCUSSED

ACTION TAKEN

Consent:

MINUTES: April 26, 2010
Page 3

Approved

New Business:

**ADM 10-3561: (UDC AMENDMENT CH. 151 DEFINITIONS AND CH. 164
SUPPLEMENTARY DISTRICT REGULATIONS)**

Page 4

Forwarded

ADM 10-3567: (UDC AMENDMENT CH. 171 STREETS AND SIDEWALKS)

Page 5

Tabled

ADM 10-3568: (UDC AMENDMENT CH. 177 LANDSCAPE REGULATIONS)

Page 7

Forwarded

**ADM 10-3571: (UDC AMENDMENT CH. 169 PHYSICAL ALTERATION OF LAND AND
CH. 170 STORMWATER MANAGEMENT, DRAINAGE, AND EROSION CONTROL)**

Page 8

Forwarded

ADM 10-3559: (WEIR ROAD EXTENSION) RECONSIDERATION

Page 9

Approved

ADM 10-3571: Administrative Item (UDC AMENDMENT CH. 169 PHYSICAL ALTERATION OF LAND AND CH. 170 STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL):

Submitted by CITY ENGINEERING STAFF for revisions to Fayetteville Unified Development Code, Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control. The proposed code changes will clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict the location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control BMPs, and require site plans for 1- and 2-family residences to contain a plan for erosion and sediment control and final on-site drainage.

Sarah Wrede, Floodplain Administrator gave the staff report.

Public comment

Brian Teague, Community by Design, believes that the ordinance will work hand in hand with the recently adopted LID and promotes compact urban design envisioned by City Plan 2025.

Garland Hill asked why the ordinance is limited to 20 acres or larger.

Commissioner Cabe asked staff to address Mr. Hill's question

Glenn Newman, staff engineer, explained that the recommended size is related to sequencing phases.

Commissioner Hoskins and **Newman** discussed the issue and history of rear lot drainage for clarification and the issue of sediment in the street. Commissioner Hoskins stated that he does not support holding smaller development to the same standards as large developments.

Commissioner Chesser stated that the larger developments are held to a higher standard than the smaller developments and does not agree that they should be held to different standards.

Commissioner Cabe asked for clarification of the differences between the existing requirements and the new requirements.

Wrede explained that the code is intended to clarify the approved method of debris removal from the street in order to prevent sedimentary materials from reaching streams and that ADEQ regulate single-family construction when the lot is part of a larger development plan.

Commissioner Chesser and **Newman** discussed single-family residential safety railing requirements for clarification.

Motion:

Commissioner Kennedy made a motion to forward the item to the City Council with a recommendation of approval. **Commissioner Chesser** seconded the motion. **Upon roll call the motion to forward was approved with a vote of 6-1-0 with Commissioner Hoskins voting "no."**



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TO: Fayetteville City Council, meeting of July 6, 2010
FROM: Sarah Wrede, Staff Engineer
THRU: Jeremy Pate, Development Services Director
Chris Brown, City Engineer
DATE: May 4, 2010
RE: Summary of Proposed Revisions to CHAPTER 169: PHYSICAL ALTERATION OF LAND

Staff is proposing revisions throughout CHAPTER 169: PHYSICAL ALTERATION OF LAND. Please view the draft ordinance for complete revisions. The retaining wall diagrams on pages 9 and 10 have been completely revised. The major points of revision to CHAPTER 169: PHYSICAL ALTERATION OF LAND are summarized below:

Stabilization

- 169.04 Minimal Erosion Control Requirements, Section B
- **Existing to Remove:** *Stabilization.* All graded and otherwise disturbed areas shall be stabilized within 15 days immediately after the grading or disturbance has been completed. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and groundcover shall be used.
- **Replace With:** A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the erosion and sediment control plan. Except as provided in (1) and (2) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (2) Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.

Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.

Reasons for revision: This is a recommendation from the Nutrient Reduction Plan and it conforms to the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit. The “record of dates” will also allow the City’s inspectors to more effectively enforce these requirements.

Debris, mud, and soil in public streets

- 169.04 Minimal Erosion Control Requirements, Section (F)
- **Existing to Remove:** *Removal of mud/dirt from public streets.* Any debris, soil, or mud from development sites reaching a public street shall be immediately removed.

- **Replace With:** *Debris, mud, and soil in public streets.* Debris, mud and soil shall not be allowed on public streets but if any debris, mud, or soil from development sites reaches the public street it shall be immediately removed via sweeping or other methods of physical removal. Debris, mud, or soil in the street may not be washed off the street or washed into the storm drainage system. Storm drainage systems downstream of a development site should be protected from debris, mud, or soil in the event that debris, mud, or soil reaches the drainage system.
- **Reasons for revision:** This revision expands and clarifies the City's requirements to comply with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Phased Construction

- 169.06 Land Alteration Requirements, Section (F) (2)
- **New Language:** *Phased Construction.* The area of disturbance onsite at any one time shall be limited to 20 acres. An additional 20 acres (a maximum of 40 acres of disturbance at any one time) may be stripped with the permission of the City Engineer in order to balance cut and fill onsite. No additional area may be open without the permission of the City Engineer until the previously disturbed areas have been temporarily or permanently stabilized.
- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan. This is not currently an ADEQ Construction General Permit requirement.

Top Soil

- 169.06 Land Alteration Requirements, Section (F) (3 and 5)
- **Existing to Remove:** *Top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.
- **Replace With:** *Stockpiling of top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require top soil stockpiles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

Re-vegetation. Re-vegetation shall be required to meet the following performance standards (sediment controls shall remain in place until re-vegetation is established) unless otherwise allowed by the City Engineer:

- (a) *Topsoil.* A minimum of 4 inches of topsoil shall be required to be either existing or installed in areas to be re-vegetated. Any application of topsoil and seeding under the drip line of a tree should be minimized to 3 inches so as not to damage the trees root system.
- (b) *Zero to 10% grade:* Re-vegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

- (c) *10:1 up to 4:1 grade:* Re-vegetation shall be a minimum of hydro-seeding with mulch and fertilizer, sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.
 - (d) *4:1 to 3:1 grade:* The slope shall be covered with landscape fabric and hydro-seeded with mulch and fertilizer, or staked sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.
 - (e) *More than 3:1 grade:* Any finish grade over 3: shall be stabilized with one or more of the following:
 - 1) Retaining walls;
 - 2) Cribbing with landscape fabric;
 - 3) Terracing with groundcover;
 - 4) Riprap;
 - 5) Staked Sod (up to 2:1 slope)If Cribbing, Terracing, or Riprap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.
- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit. The re-vegetation section is recommended by staff for clarification of existing policy.

Preliminary Plat Master Build-Out Grading Plan

- 169.07 Grading Plan Specifications, Section (A) (18)
- **New Language:** *Preliminary plat master build-out grading plan.* The applicant shall prepare a master grading plan to be followed during individual lot development to convey runoff to a public drainage easement or right of way. In addition to the requirements of 169.07 A, the following shall be required for individual lot drainage design:
 - a. Identify lot lines and conceptual foot print of residence.
 - b. Establish the minimum finish floor and grading adjacent to the residential structure in accordance with Chapter 173 Building Regulations and the Arkansas Fire Prevention Code.
 - c. Indicate individual lot drainage with the use of spot elevations and flow arrows.
 - i. The minimum slope of the flow path from the top of curb, top bank, or approved drainage inlet to the high point of the final graded lot shall be at a minimum of 2% for grassed surfaces.
 - ii. In general, drainage should be routed on the shortest practicable flow path to the public right of way or drainage easement.
 - d. Non structural grassed swales for rear lot drainage concentration is discouraged and shall not be installed in combination with a utility easement.
 - e. Utility Easements shall be graded and shaped in accordance with the master build-out grading plan during preliminary plat construction.
 - i. Provisions will be considered to accommodate positive drainage until build-out occurs.
- **Reasons for revision:** This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

Submission of Stormwater Pollution Prevention Plan

- 169.08 Grading Plan Submittal, Section (C)
- **New Language:** A copy of the Stormwater Pollution Prevention Plan (SWPPP) is required to be submitted with the grading plan for sites one acre or larger.
- **Reasons for revision:** This recommendation conforms to the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.



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TO: Fayetteville City Council, meeting of July 6, 2010
FROM: Sarah Wrede, Staff Engineer
THRU: Jeremy Pate, Development Services Director
Chris Brown, City Engineer
DATE: May 4, 2010
RE: Summary of Proposed Revisions to CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

Staff is proposing revisions throughout CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL. Please view the draft ordinance for complete revisions. The major points of revision to CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL are summarized below:

Low Impact Development

- 170.07 Performance Criteria, Section (B) (3)
- **New Language:** *Low Impact Development.* Use of Low Impact Development design strategies, as described in Chapter 179, to attenuate lesser storms and more closely mimic predevelopment hydrology is encouraged.

Direct Discharge

- 170.07 Performance Criteria, Section (B) (4)
- **New Language:** *Direct Discharge.* Direct Discharge of a pipe into streams and/or floodways is not allowed. A stilling basin or other structure that will collect sediment, trash, etc and that will reduce the likelihood of erosion in the receiving stream due to discharge from the pipe shall be installed at pipe discharges into streams and/or floodways.
- **Reasons for revision:** This Best Management Practice supports the City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000, Post-Construction Stormwater Management goal to minimize water quality impacts.

Maintenance Responsibility

- 170.08 Maintenance Responsibility, Sections (A – G)
- **New Language:** (A) *Dedication.* Those stormwater management systems approved in compliance with this chapter that will function as a part of the stormwater management conveyance system shall be dedicated to the city. All areas and/or structures to be dedicated to the city must be dedicated by plat or separate instrument and accepted by the City Engineer.
- (B) *Perpetual Inspections and Maintenance Agreements.* The City shall require a Stormwater Management Practices Maintenance Agreement, for systems not dedicated to the City, of all entities for stormwater management conveyance systems and structures in the stormwater management plan for their proposed development. The City shall require the following set of documents and agreements prior to stormwater systems and structures approval:
 - (1) *Agreement of Maintenance Responsibility.* The owner of the property on which the stormwater systems structures have been installed shall agree to undergo ongoing inspections, and document maintenance and repair needs.
 - (2) *Agreement to Maintain Stormwater Systems and Structures.* The owner of the property on which stormwater systems and structures have been installed shall agree to maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices.

(C) *Approved Entities for Perpetual Maintenance Agreements.* All stormwater management structures or systems approved in compliance with this chapter but not dedicated to the City shall have adequate easements to permit the city to inspect and, if necessary to take corrective action should the responsible entity fail to properly maintain the system. Maintenance of all other stormwater management structures and systems approved in compliance with this chapter and not dedicated to the City shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following:

- (1) *Special districts and public entities.* An active water control district, drainage district, public utility, or a special assessment district;
- (2) *Developer or property owner.* A developer or property owner who provides a Stormwater Management Practices Maintenance Agreement with the City; or,
- (3) *Property owner association.* Property owner associations able to comply with the following provisions:
 - (a) The association provides a Stormwater Management Practices Maintenance Agreement through which it assumes full responsibility for stormwater management systems operation and maintenance.
 - (b) The association has sufficient powers to operate and maintain the stormwater management system, establish rules, assess members, contract for services, exist perpetually and, if dissolved, to provide alternative operation and maintenance services.

(D) *Maintenance Inspections.* All privately owned stormwater management facilities shall be inspected near the end of the first year of operation by the party designated in the Stormwater Management Practices Agreement. A subsequent inspection shall be performed at the end of the fourth year to ensure functionality and compliance. Inspection reports shall be submitted to and maintained by the City Engineer for all stormwater systems and structures. Inspection reports for stormwater systems and structures shall include:

- (1) The date of the inspection;
- (2) The name of the inspector;
- (3) The condition of:
 - (a) Pretreatment devices.
 - (b) Vegetation or filter media
 - (c) Spillways, valves, or other control structures.
 - (d) Embankments, slopes or safety benches.
 - (e) Inlet and outlet channels and structures.
 - (f) Sediment and debris accumulation in storage and forebay areas.
 - (g) Underground drainage.
 - (h) Provide cross sectional data showing the existing capacity of the detention pond for comparison to the minimum designed capacity in the approved final drainage report. Cross sectional data shall be at the end of the fourth year. If the designed capacity is not available the owner shall reestablish the original approved volume in the final drainage report.
 - (i) Any other item that could affect the proper function of the stormwater structures or systems.
- (4) Description of the needed maintenance.
- (5) Description of maintenance activities undertaken.

After the 2nd Inspection Report is received, the City Engineer will make a determination whether subsequent Inspection Reports will be required to be submitted based upon the stabilization of the site and the condition of the stormwater systems.

- (E) *Right-of-Entry for Inspection.* The Stormwater Management Maintenance Agreement shall provide for the City Engineer or designee to enter the property at reasonable times and in a reasonable manner for the purpose of inspecting stormwater systems and structures.
- (F) *Failure to Maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement the City shall give written notice requesting corrective action. If the conditions described in the Failure to Maintain notice are not corrected within 10 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.
- (1) *Enforcement of the Lien.* The lien herein provided for may be enforced and collected in either one of the following manners:
- (a) The lien may be enforced at any time within 18 months after work has been done, by an action in circuit court; or
 - (b) The amount of the lien herein provided may be determined at a hearing before the City Council held after 30 days written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the City Council shall be subject to appeal by the property owner in circuit court; and the amount so determined at said hearing, plus ten percent penalty for collection, shall be by the City Council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less three percent thereof, when so collected shall be paid to the city by the county tax collector.
 - (c) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the City Clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or non-residence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem may be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.
- (G) *Removal and modification of Stormwater Systems and Structures.* Stormwater systems and structures may only be modified or removed with the approval of the City Engineer, who shall determine the whether the stormwater system or structure does not function as a part of the stormwater management system. The applicant may be required to provide supporting data and calculations that justify the removal of the stormwater systems or structures.
- **Reasons for revision:** This section supports the City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000, Post-Construction Stormwater Management requirement to ensure the long-term operation and maintenance of selected BMPs.

Dirt and Topsoil Storage

- 170.10 Stormwater Discharges From Construction Activities, Section (A) (9)
- **Existing to Remove: *Dirt and Topsoil Storage.*** All uncovered soil or dirt storage piles should be located more than 25 feet from a roadway or drainage channel. If these piles remain for 15 or more days, then their surfaces must be stabilized. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by appropriately installed erosion control devices such as silt fences or straw bales. Dirt or soil storage piles located less than 25 feet from the road and in place for 15 or more days must be covered with tarps or other control. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by silt fence or straw bales. Storm drain inlets must be protected from potential erosion from near-street storage piles by silt fence or other appropriate barriers.
- **Replace With: *Dirt and Topsoil Storage.*** All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require storage piles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water

bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Inspections

- 170.10 Stormwater Discharges From Construction Activities, Section (C) (1) (b)
- **Existing to Remove:** *Inspection.* The owner/developer/builder or their representative shall inspect all BMP's at least once every 14 days and within 24 hours after a rainfall of one half of an inch or more as measured at the site or generally reported in the Fayetteville area.
- **Replace With:** A qualified inspector (provided by the owner/developer/builder) shall inspect disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation that have been finally stabilized, and locations where vehicles enter or exit the site. BMPs must be observed to ensure proper operation. Inspectors must inspect for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Discharge locations must be inspected to determine whether BMPs are effective in preventing significant impacts to waters of the State, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. The inspections must be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater as measured at the site or generally reported in the vicinity of the site. A rain gauge must be maintained on-site.

A report shall be prepared for each inspection summarizing the scope of the inspection; name(s), title(s) and qualifications of personnel making the inspection; the date of the inspection; amount of rainfall and days since last rain event, BMPs on-site; observations relating to whether BMPs are in working order and whether maintenance is required (when scheduled and completed); the locations and dates when major construction activities begin, occur, or cease; and the signature of the inspector. The reports shall be retained as part of the stormwater pollution prevention plan for at least three (3) years from the date the site is finally stabilized and shall be made available upon request to the City.

- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Preliminary Plat, Lot Requirements

- 170.11 Preliminary Plat, Lot Requirements, Sections (A – D)
- **New Language:** (A) Preliminary *Plats*. Preliminary Plats shall include a master drainage plan for each lot related to the proposed infrastructure and adjacent lots.

(B) *Preliminary Plats for Residential Subdivisions*. Preliminary Plats for residential subdivisions shall provide detailed drainage information including flow arrows and design spot elevations including the proposed finish floor

elevation meeting the Arkansas Fire Prevention Code for building safety regulations for positive drainage of each lot.

(C) *Rear lot drainage easements.* Rear lot drainage easements for nonstructural grassed swales shall not overlap utility easements with above ground structures, ie, electric transformers, gas meters, communication junctions, etc.

(D) *Final Plat.* The Final Plat shall include the approved master drainage plan to be filed as a supplemental document. The scale shall be legible and approved by the City Engineer.

- **Reasons for revision:** This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

1 & 2 Family Residential Requirements

- 170.12 1 & 2 Family Residential Requirements, Sections (A – C)
- **New Language:** (A) *1&2 Family Residential and Sites under One Acre.* All residential lots must maintain properly installed erosion and sediment control measures from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street.

(B) A building permit application shall contain sufficient site drainage information to determine whether the project complies with the requirements of this chapter.

(C) If the Final Plat of the Subdivision, in which the proposed building is located, includes an approved master drainage plan, this plan shall be included in the building permit application and the individual lot drainage plan shall follow the master drainage plan.
- **Reasons for revision:** This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 169: PHYSICAL ALTERATION OF LAND AND CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL OF TITLE XV OF THE CODE OF FAYETTEVILLE (UNIFIED DEVELOPMENT CODE), TO CLARIFY STABILIZATION REQUIREMENTS, REQUIRE PHASED CONSTRUCTION FOR SITES LARGER THAN 20 ACRES, CLARIFY RE-VEGETATION REQUIREMENTS, CLARIFY REQUIREMENTS FOR CUT AND FILL SLOPES AND RETAINING WALLS, DEFINE MAINTENANCE RESPONSIBILITY FOR STORMWATER MANAGEMENT SYSTEMS, RESTRICT LOCATION OF DIRT AND TOPSOIL STORAGE AND DEFINE STABILIZATION PRACTICES FOR DIRT AND TOPSOIL STORAGE, DEFINE A QUALIFIED INSPECTOR FOR EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES, AND REQUIRE SITE PLANS FOR ONE AND TWO FAMILY RESIDENCES TO CONTAIN A PLAN FOR EROSION AND SEDIMENT CONTROL AND FINAL ON-SITE DRAINAGE

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

Section 1. That Chapter 169: Physical Alteration of Land of Title XV of the Code of Fayetteville (Unified Development Code), is hereby repealed, and Exhibit "A" attached hereto and made a part hereof, is inserted in its stead.

Section 2. That Chapter 170: Stormwater Management, Drainage, and Erosion Control, Title XV of the Code of Fayetteville (Unified Development Code), is hereby repealed, and Exhibit "B," attached hereto and made a part hereof, is inserted in its stead.

PASSED and APPROVED this 6th day of July, 2010.

APPROVED:

ATTEST:

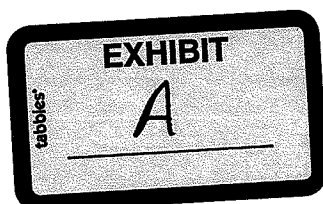
By: _____
LIONELD JORDAN, Mayor

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

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 169: PHYSICAL ALTERATION OF LAND**

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CHAPTER 169: PHYSICAL ALTERATION OF LAND

169.01 Intent

- (A) It is the city's intent to safeguard the health, safety, and welfare of Fayetteville citizens by implementing standards and procedures for the physical alteration of land. It is not the city's intent to supersede federal or state regulations such as, but not limited to, the Occupational Health & Safety Act.
- (B) The purpose of this chapter is to control grading, clearing, filling, and cutting (or similar activities) which alone or in combination cause landslides, flooding, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins. It is also the intent of this chapter that through the implementation of the guidelines and regulations contained herein, the existing scenic character and quality of the neighborhood and city as a whole not be diminished.

(Code 1991, §161.01; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98)

169.02 General Requirements

- (A) *Protection.* Persons engaged in land alteration activities regulated by this chapter shall take measures to protect public and private properties from damage by such activities.
- (B) *Site conditions.* Development shall generally conform to the natural contours of the land, natural drainage ways, and other existing site conditions.
- (C) *Adjacent properties.* All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such development. More specifically, new development may not unreasonably impede water runoff from higher properties nor may it unreasonably channel water onto lower properties.
- (D) *Restoration.* Land shall be revegetated and restored as close as practically possible to its original conditions so far as to minimize runoff and erosion are concerned. Previously forested areas shall follow the City's Landscape Manual for mitigation of forested areas.

(Code No. 1991, §161.02; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4855, 4-18-06)

169.03 Permits Required/Exceptions

- (A) *Permit required.* No grading, filling, excavation, or land alteration of any kind shall take place without first obtaining:

- (1) A grading permit pursuant to this chapter except as specified in §169.03(B);
- (2) A stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") except as specified in §170.03(C) and §170.03(D); and
- (3) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.

- (4) A grading permit is required by the City for any development occurring within the Hillside/Hilltop Overlay District boundaries. If a parcel of land is divided by the Hillside/Hilltop Overlay District boundary, then only that portion of land lying within the boundary is subject to the requirements of this chapter.

- (B) *Exceptions where no grading permit is required.* Grading permits are not required for the following:

- (1) *Excavation below finish grade.* Excavations below finished grade for basements, footings, swimming pools, hot tubs, septic systems, retaining walls under 4 feet in height, and like structures authorized by a valid building permit.
- (2) *Cemetery graves.* Cemetery graves.
- (3) *Refuse disposal.* Refuse disposal sites controlled by other regulations.
- (4) *Single-family/duplex.* Construction of one single-family residence, or duplex not located within the 100 year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15 % or greater.
- (5) *Building additions.* Building additions of less than 2,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition and are not located within the 100 year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15 % or greater.

- (C) *Grading permit application and approval.* No grading permit shall be issued until the grading

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plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Grading permits may be issued jointly for parcels of land that are contiguous, so long as erosion control measures are in place until project completion. Any application for a required grading permit under this chapter shall be submitted concurrently with the application and calculations for a drainage permit if such a drainage permit is required by §170.03., coordination with Chapter 167. Tree Preservation and Protection is required.

- (D) *Permit posted.* A copy of the grading permit cover page shall be posted at or near the street right-of-way line and shall be clearly visible from the street.

(Code 1991, §161.03; Ord. No. 3551, 6-5-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4313, 5-15-01; Ord. 4855, 4-18-06)

169.04 Minimal Erosion Control Requirements

If exempt under §169.02, If exempt under 169.03, a grading permit is not required. However, exempt as well as non-exempt activities shall be subject to the following minimal erosion and sedimentation control measures.

- (A) *Natural vegetation.* The potential for soil loss shall be minimized by retaining natural vegetation wherever possible. Development in the Hillside/Hilltop Overlay District should comply with the recommendations of the Hillside/Hilltop Best Management Practices Manual with regard to the retention of natural vegetation on Hillside/Hilltops.
- (B) *Stabilization.* All graded and otherwise disturbed areas shall be stabilized within 15 days immediately after the grading or disturbance has been completed. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and groundcover shall be used.

A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the erosion and sediment control plan. Except as provided in (1) and (2) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion

of the site has temporarily or permanently ceased.

- (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
- (2) Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.

Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.

- (C) *Intermittent/perennial streams.* No intermittent or perennial stream, including a 25 foot perimeter strip measured from the top of the bank, shall be graded, developed, channeled, or physically altered unless adequate guarantees are made for erosion and sedimentation control both during construction and post construction. Likewise, cuts or fills shall be setback sufficiently from intermittent and perennial streams and other stormwater drainage systems to guarantee that there will be no damage from erosion or sedimentation. Final erosion and sedimentation control measures shall be approved by the City Engineer.
- (D) *Excavation material.* Excavation material shall not be deposited in or so near streams and other stormwater drainage systems where it may be washed downstream by high water or runoff. All excavation material shall be stabilized immediately with erosion control measures.
- (E) *Fording streams.* Fording of streams with construction equipment or other activities which destabilize stream banks shall not be permitted.
- (F) *Removal of mud/dirt from public streets.* Any debris, soil, or mud from development sites reaching a public street shall be immediately removed.
- Debris, mud, and soil in public streets.* Debris, mud and soil shall not be allowed on public streets but if any debris, mud, or soil from development sites reaches the public street it shall be immediately removed via sweeping or

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other methods of physical removal. Debris, mud, or soil in the street may not be washed off the street or washed into the storm drainage system. Storm drainage systems downstream of a development site should be protected from debris, mud, or soil in the event that debris, mud, or soil reaches the drainage system.

(Code 1991, §161.04; Ord. No. 3551, 6-5-91; Ord. No. 3947, §1, 2-6-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4855, 4-18-06)

169.05 One-Time Approvals

- (A) *Utilities.* Public and private utility organizations may obtain a one-time approval from the City Engineer for all routine underground electric, water, sewer, natural gas, telephone, or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed.
- (B) *Stockpiling materials.* One-time approval may be obtained by public or private entities for the stockpiling of fill material, rock, sand, gravel, aggregate, or clay at particular locations, subject to Zoning, Chapters 160 through 165.

(Code 1991, §161.05; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98)

169.06 Land Alteration Requirements

- (A) *Grading plan evaluation.* Grading plans shall be evaluated by the City Engineer for conformance with the minimal erosion control requirements of §169.04 and the following requirements.
- (B) *Requirements varied.* Variances of this chapter's requirements may be varied approved by the City Engineer with the approval of the Planning Commission. The extent to which variations may be made will depend on the soil types encountered, planned slopes, planned vegetation, and investigative engineering reports. In no case shall the City Engineer waive or modify any of the minimum erosion control requirements as given in §169.04.
- (C) *Cut or fill slopes.*

- (1) *Finish grade.* Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), when unless otherwise approved by the City Engineer. Land located within the Hillside/Hilltop Overlay District may have cut or fill slopes with a finish grade no steeper than 50% (2.00 horizontal to 1 vertical) unless otherwise with approved by of the City Engineer.

- (2) *Maximum length.* The maximum length of any cut or fill slope without a terrace (as described in 169.06 (D) below) shall be 100 feet as measured along the ground. The terrace shall be at least six feet (6') wide.

- (3) *Existing topography.* Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

- (4) *Setback requirements.* The following setback requirements shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems: (See illustrations) Setbacks from property lines may be filled or cut if grading plan is submitted jointly by the owners of both properties.

- (a) *Setback from top or toe of cut or fill.* Buildings shall be setback from the top or toe of a cut or fill in accordance with Zoning, Chapters 160 through 165; Building Regulations, Chapter 173; or the approved grading plan, whichever is greatest.

- (b) *Setbacks from property lines.* The required setback of retaining walls, cut slopes, and fill slopes from property lines shall be as given in the illustrations. Property lines may be filled over or cut if a grading plan for the cut or fill is submitted jointly by the owner of both properties or with written permission from the adjacent property owner and if no utility easements are involved. If utility easements are involved, approval is required as given in (c) below in addition to the joint submittal requirement.

- (c) *Setbacks from the edge of an easement.* The required setback of retaining wall, cut slopes, and fill slopes from the edge of easements shall be as given in the illustrations. Where no utilities are present in an easement, or where utilities are planned to be relocated, and where such action is approved by all utilities, in writing, then easements may fall within a cut or fill section.

- (d) *Setbacks from structures.* The required setback of retaining walls, cut slopes, and fill slopes from structures shall be as given in the illustrations. If a structure forms an integral part of the

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retaining wall, then the setbacks do not apply to that structure.

(e) ~~Public rights-of-way.~~ Cuts adjacent to public rights-of-way shall be setback a minimum of 25 feet, excluding driveways or access roads.

(e) *Calculating setbacks.* For the purpose of calculating setbacks, any cut or fill section which is on a slope of one to one or greater shall be considered a retaining wall.

(f) *Administrative variance.* Setbacks from easement lines and structures may be varied administratively by the City Engineer if geotechnical and/or structural information is provided that in the opinion of the City Engineer justifies the variance.

(g) *Additional information required.* The City Engineer may require further geotechnical and/or structural information to show that setbacks greater than those given are not needed to protect property, utilities, or the integrity of property lines.

(D) *Cuts.*

(1) *Vertical height.* Cuts shall be limited to 10 feet in vertical height unless information demonstrating slope stability, erosion control, and drainage control is provided together with a re-vegetation plan. For nonsolid rock cuts, terraces shall be required for cuts greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

(2) *Maximum vertical cut.* In solid rock, as determined by geotechnical and engineering data approved by the City Engineer, the maximum vertical cut shall be 30 feet.

(3) *Fill material.* In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, unless the exporting site is located within an extraction district.

(E) *Fills.*

(1) *Rocks/fill.* All imported fill shall be free of rocks greater than 12 inches in diameter and any detrimental organic material or refuse debris.

(2) *Compaction.* Fill shall be placed and compacted as to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by Building Regulations, Chapter 173, or other structural fills. The City Engineer may require soil tests during compaction work or upon its completion at the expense of the permittee.

(3) *Grade.* Fill shall not be placed on existing slope with a grade steeper than 15% (6.67 horizontal to vertical) unless keyed into steps in the existing grade and thoroughly stabilized by mechanical compaction.

(4) *Vertical height.* Fills shall be limited to 10 feet in vertical height unless information demonstrating slope stability, erosion control, and drainage control is provided together with a re-vegetation plan.

(5) *Terraces.* Terraces shall be required for fills greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

(F) *Erosion and sedimentation control.*

(1) *Permanent improvements.* Permanent improvements such as streets, storm sewers, curb and gutters, and other features for control of runoff shall be scheduled coincidental to removing vegetative cover from the area so that large areas are not left exposed beyond the capacity of temporary control measures.

(2) *Phased Construction.* The area of disturbance onsite at any one time shall be limited to 20 acres. An additional 20 acres (a maximum of 40 acres of disturbance at any one time) may be stripped with the permission of the City Engineer in order to balance cut and fill onsite. No additional area may be open without the permission of the City Engineer until the previously disturbed areas have been temporarily or permanently stabilized.

(3) *Top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.
Stockpiling of top soil. Top soil shall be stockpiled and protected for later use on areas requiring landscaping. All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25

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feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require top soil stockpiles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

(4) *Existing vegetation.* Every means shall be taken to conserve and protect existing vegetation.

(5) *Re-vegetation.* Re-vegetation shall be required to meet the following performance standards (sediment controls shall remain in place until re-vegetation is established) unless otherwise allowed by the City Engineer:

(a) *Topsoil.* A minimum of 4 inches of topsoil shall be required to be either existing or installed in areas to be re-vegetated as set forth in §169.06(F)(6) below. Any application of topsoil and seeding under the drip line of a tree should be minimized to 3 inches so as not to damage the trees root system.

(b) *Zero to 10% grade:* Re-vegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

(c) *10:1 up to 4:1 grade:* Re-vegetation shall be a minimum of hydro-seeding with mulch and fertilizer, sod, or groundcover. Said planting shall

provide complete and uniform coverage in no more than two growing seasons.

(d) *4:1 to 3:1 grade:* The slope shall be covered with landscape fabric and hydro-seeded with mulch and fertilizer, or staked sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.

(e) *More than 3:1 grade:* Any finish grade over 3:1 shall be stabilized with one or more of the following:

- 1) Retaining walls;
- 2) Cribbing with landscape fabric;
- 3) Terracing with groundcover;
- 4) Riprap;
- 5) Staked Sod (up to 2:1 slope)

If Cribbing, Terracing, or Riprap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

(f) *Hillside/Hilltop Overlay District.* Re-vegetation of lands within the Hillside/Hilltop Overlay District shall be planted immediately after the physical alteration of the land with complete and uniform ground cover. Sod, erosion fabric, herbaceous groundcover (in wooded areas), and/or a hydroseed with warm season grasses is required. Re-vegetation requirements shall be met prior to the issuance of a certificate of occupancy. Cut and Fill tie-back slopes shall be re-vegetated with appropriate tree species to achieve a minimum of 25% tree canopy at maturity.

(6) *Plant/water.* Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If re-vegetation is not firmly established and healthy after one year, the landscape administrator/urban forester shall require that it be redone in part or total.

(7) *Plant/terrace bench.* Plant materials shall be planted along terrace benches. Said plantings shall be spaced as necessary to thoroughly stabilize the terrace bench. The remainder of the terraced slope shall be re-vegetated and stabilized according to §169.06(F)(5) above.

(8) *Permanent erosion control.* The developer shall incorporate permanent erosion control features at the earliest practical time.

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Temporary erosion control measures will be used to correct conditions that develop during construction that were unforeseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction projects, but are not associated with permanent control features on the project.

This requirement for safety rails shall also apply to vertical or near vertical rock cuts and to steep (greater than 3:1) cut or fill slopes.

(Code 1991, §161.07; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4855, 4-18-06)

~~(10) Allowable soil loss. Allowable soil loss shall not exceed the "T" factor, which is a component of the universal soil loss equation.~~

(G) *Undisturbed land requirements.* In the development of residential subdivisions, allowable grading of slopes shall be in accordance with this table.

Average Grade	Minimum Undisturbed Area
10 to 15 percent	40 percent
15 to 20 percent	50 percent
> 20 percent	60 percent

In the development of Large Scale Developments, Large Site Improvement Plans, and lots within the Hillside Overlay District, the minimum amount of undisturbed land shall equal the percent minimum tree canopy pursuant to §167.04 (c). Planned Zoning Districts shall show undisturbed areas, but may be approved by the City Council with lesser percentages of undisturbed area than required above.

(H) *Required retaining wall and rock cut design.*

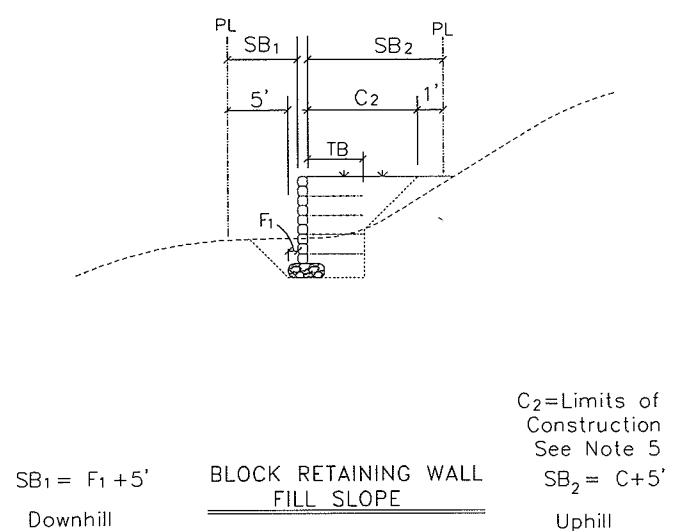
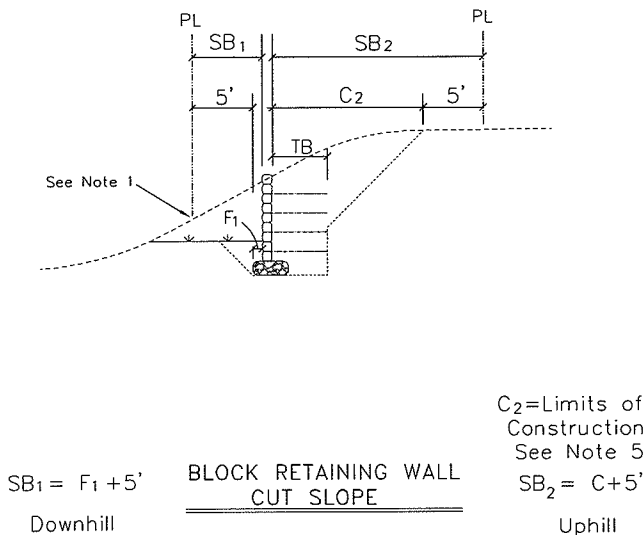
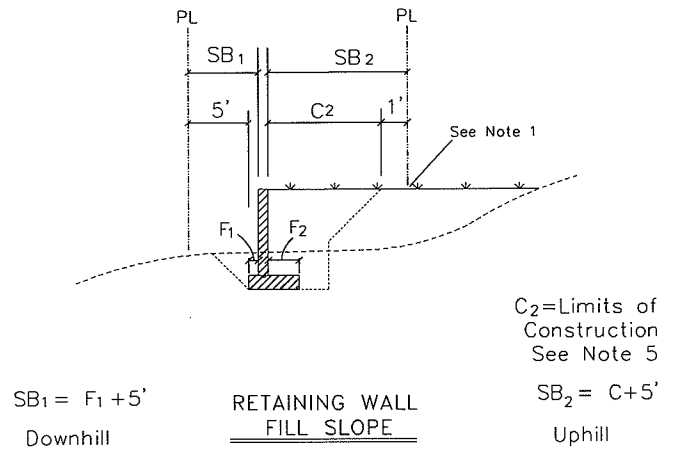
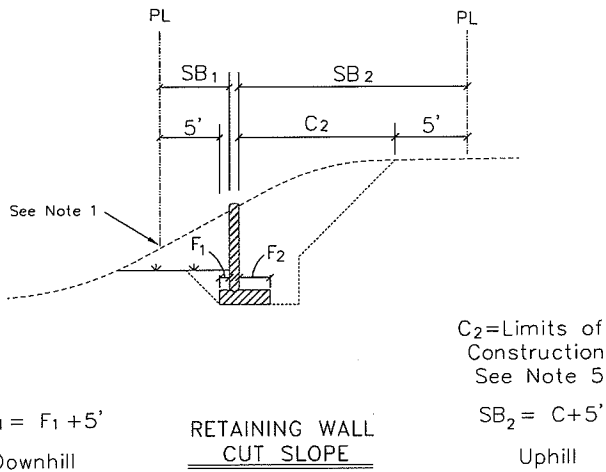
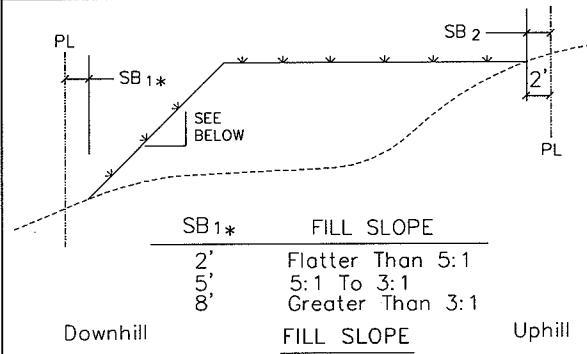
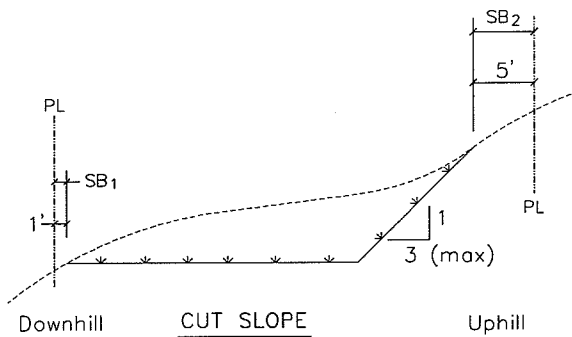
- (1) *Design/inspection.* Any retaining wall more than four feet in height shall be designed by a registered professional engineer, and shall be field inspected by the design engineer. The design engineer shall provide proof of inspection and certify that the wall was constructed in conformance with the design. The City Engineer may require retaining walls less than four feet in height to be designed by a professional engineer.
- (2) *Investigation/report.* All proposed rock cuts and any cut or fill 10 feet or greater will require a geotechnical investigation and a formal report submitted by a registered professional engineer qualified to make such investigations.
- (3) *Safety railings.* Safety railings may be required on any retaining wall 2.5 feet or higher. The decision as to whether to require safety railing shall be based on potential pedestrian and public access to the retaining wall and applicable building codes.

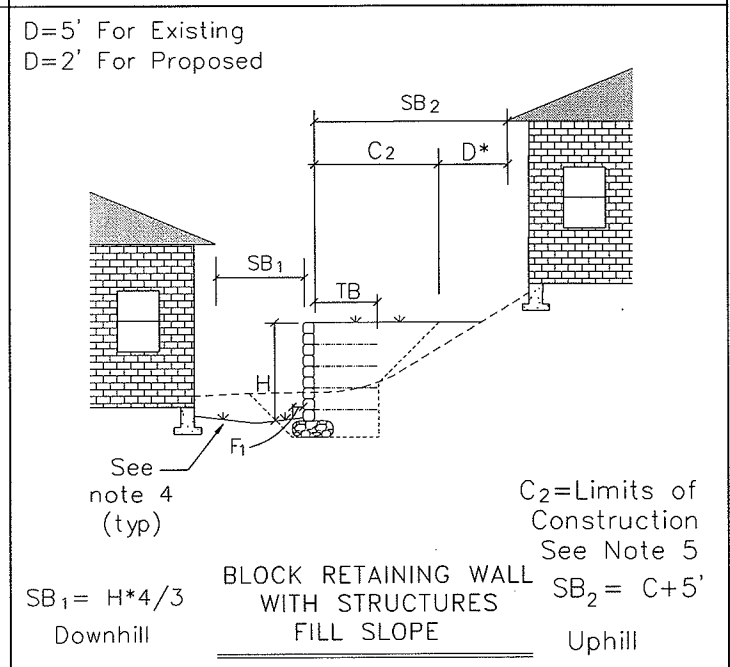
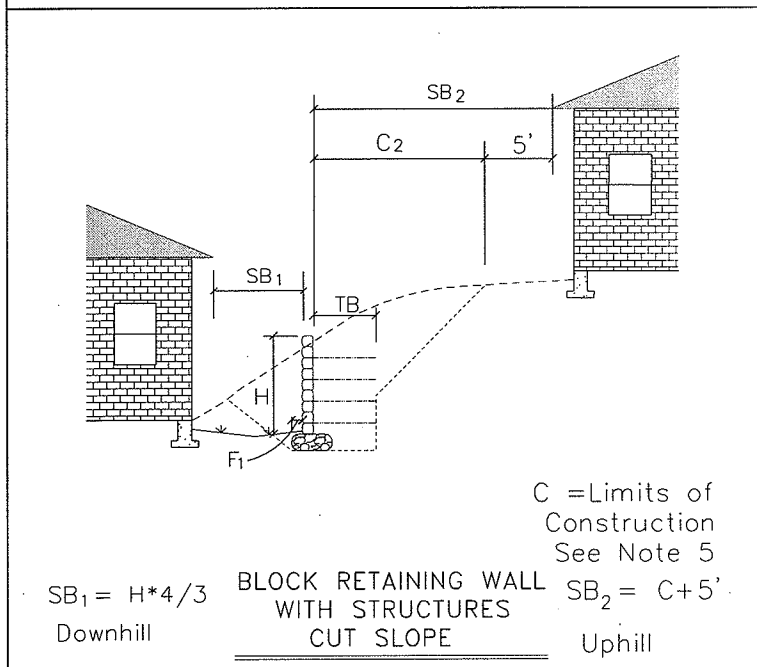
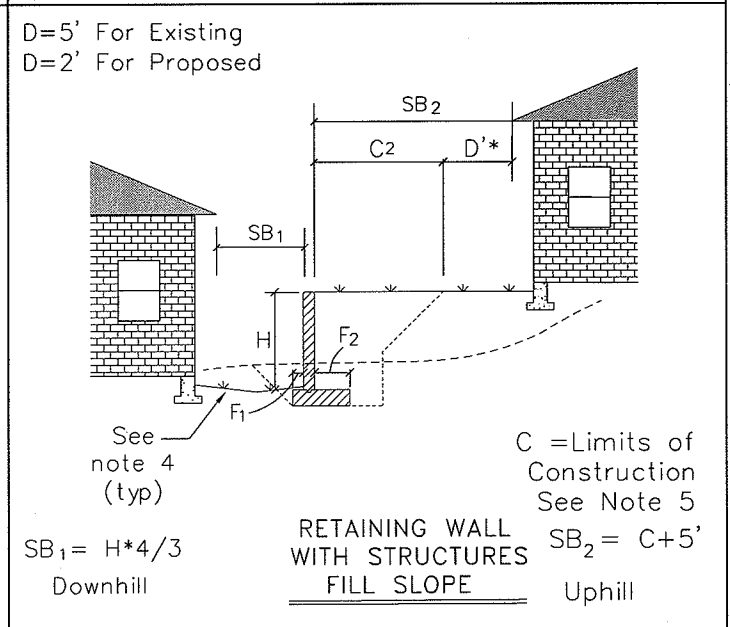
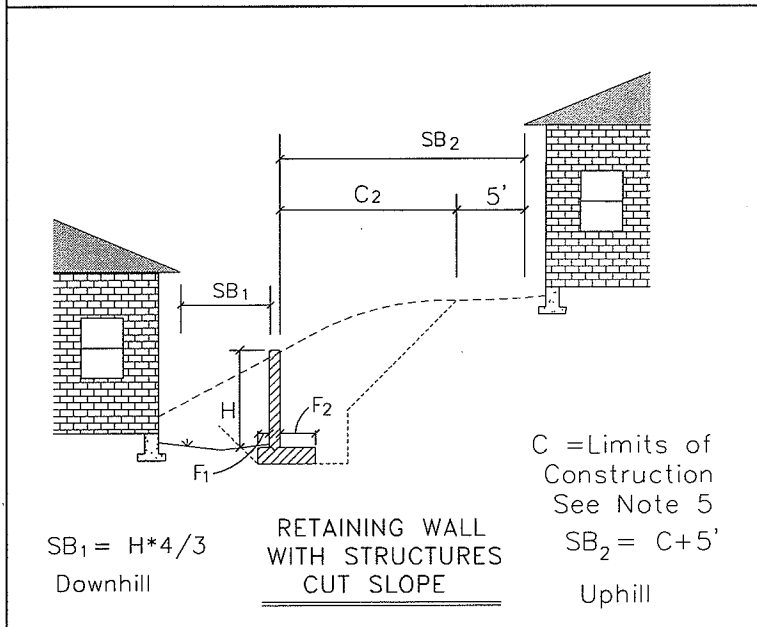
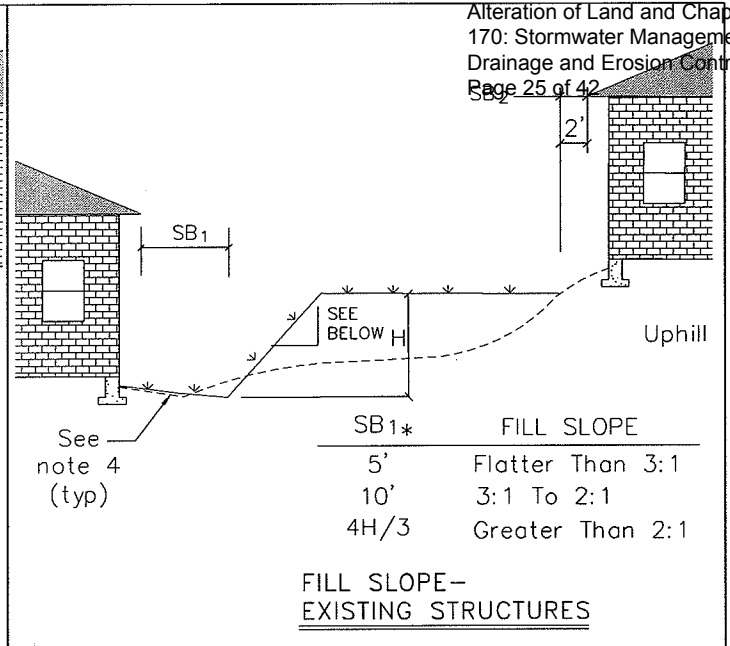
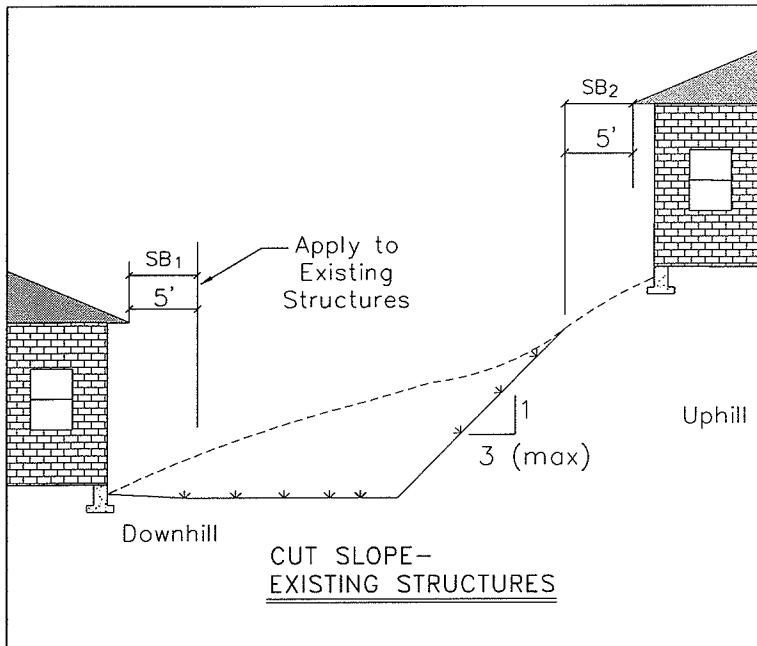
LEGEND

-----	EXISTING GROUND
-----	PROPERTY OR EASEMENT LINE
* * *	PROPOSED GROUND
-----	CONSTRUCTION LIMITS
SB1	MINIMUM SETBACK FROM PROPERTY LINE DOWNHILL
SB2	MINIMUM SETBACK FROM PROPERTY LINE UPHILL
TB	TIE BACK
S	SLOPE
F ₁	FOUNDATION DOWNHILL
F ₂	FOUNDATION UPHILL
C ₁	LIMITS OF CONSTRUCTION-DOWNHILL
C ₂	LIMITS OF CONSTRUCTION-UPHILL

NOTES

1. WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER IS REQUIRED TO FILL OR EXCAVATE OVER EXISTING PROPERTY LINES.
2. CONSTRUCTION LIMITS INDICATED ARE FOR INITIAL CONSTRUCTION; RECONSTRUCTION; OR MAINTENANCE OF THE STRUCTURE IN THE FUTURE.
3. REVIEW ZONING & BUILDING SETBACK REQUIREMENTS, DEFER TO WHICHEVER MAY BE GREATER.
4. MINIMUM SLOPE AND DISTANCE FROM THE STRUCTURE PER STATE BUILDING CODE MUST NOT BE VIOLATED.
5. REFER TO THE OSHA TECHNICAL MANUAL SECTION 5 CHAPTER 2 FOR SOIL TYPES AND SLOPE EXCAVATION TO DETERMINE THE LIMITS OF CONSTRUCTION.





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169.07 Grading Plan Specifications

(A) *Grading plan.* The applicant shall prepare a grading plan as follows:

- (1) *Site plan.* Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; name of owner, developer and adjacent property owners.
- (2) *Existing grades.* Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Grading plans shall be required to show both the proposed grade and the undisturbed area. Contour intervals shall be a maximum of two feet. Spot elevations shall be indicated.
- (3) *Designation of grade.* Areas with 0 to 10%, 10 to 15%, 15 to 20% and more than 20% grade shall each be identified in a distinguishing manner.
- (4) *Identify land to be disturbed.* Land areas to be disturbed shall be clearly identified.
- (5) *Engineer/architect.* Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this chapter.
- (6) *Cuts and fills.* All cuts and fills including height and slope shall be clearly shown on the plan.
- (7) *Streets and rights-of-way.* Location and names of all existing or planned streets or rights-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall all be indicated.
- (8) *Lot/building, etc. identification.* The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or green space shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.
- (9) *Soil type.* Soil types shall be identified according to the Unified Soil Classification System.
- (10) *Natural features.* Location of natural features such as drainage ways, ponds, rock outcroppings, and tree cover. Indication of 100 year floodplains as defined by FEMA.
- (11) *Streets and drainage ways.* Profiles and cross sections for proposed streets and drainage ways.

(12) *Acreage/zoning.* Total acreage and zoning classification.

(13) *Surface water.* Provisions for collecting and discharging surface water.

(14) *Underground utilities.* Profiles and cross sections of streets, drainage systems, and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on site has the potential of disturbing the utility line.

(15) *Treatment of slopes and benches.* The method of treatment for all slopes and benches shall be indicated.

(16) *Natural vegetation preservation.* Proposals for preserving natural vegetation and description of re-vegetation or other permanent erosion control strategy.

(17) *Runoff/sedimentation.* Specification of measures to control runoff and sedimentation during construction indicating what will be used such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.

(18) *Preliminary plat master build-out grading plan.* The applicant shall prepare a master grading plan to be followed during individual lot development to convey runoff to a public drainage easement or right of way. In addition to the requirements of 169.07 A, the following shall be required for individual lot drainage design:

- a. Identify lot lines and conceptual foot print of residence.
- b. Establish the minimum finish floor and grading adjacent to the residential structure in accordance with Chapter 173 Building Regulations and the Arkansas Fire Prevention Code.
- c. Indicate individual lot drainage with the use of spot elevations and flow arrows.
 - i. The minimum slope of the flow path from the top of curb, top bank, or approved drainage inlet to the high point of the final graded lot shall be at a minimum of 2% for grassed surfaces.

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ii. In general, drainage should be routed on the shortest practicable flow path to the public right of way or drainage easement.

d. Non structural grassed swales for rear lot drainage concentration is discouraged and shall not be installed in combination with a utility easement.

e. Utility Easements shall be graded and shaped in accordance with the master build-out grading plan during preliminary plat construction.

i. Provisions will be considered to accommodate positive drainage until build-out occurs.

(B) *Preliminary grade plan.* The preliminary grading plan shall include all the above items except (5), (7), (11), (13), and (14) above. In addition to the above items, the city may require a cross section through the property showing existing and proposed grades as part of the preliminary submission.

The following additional required information may be reported in text rather than shown on the grading plan.

(1) *Time schedule.* A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.

(2) *Description of fill material and compaction.* Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.

(3) *Dust.* Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.

(4) *Soils engineering study.* The City Engineer may require a soil engineering study, or soil loss calculations if site conditions so warrant.

(Code 1991, §161.08; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98; Ord. No. 4855, 4-18-06)

169.08 Grading Plan Submittal

(A) *Preliminary grading plan.* A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable.

(B) *Final grading plan.* No subdivision may be finalized, nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved. The final grading plan and the final plat of land located within the Hillside/Hilltop Overlay District shall have the following plat note stating: 'Property and lot owners of lands located within the Hillside/Hilltop Overlay District shall have foundation plans designed, approved and sealed by a professional architect or engineer.'

(C) A copy of the Stormwater Pollution Prevention Plan (SWPPP) is required to be submitted with the grading plan for sites one acre or larger.

(D) In cases where neither subdivision plat, nor LSD plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit.

(Code 1991, §161.09; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06)

Cross reference(s)--Notification and Public Hearings, Ch. 157.

169.09 Minor Modifications

Finish grades shall be allowed no more than a 0.50 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the Subdivision Committee for their approval.

169.10 Approval

Approval of a grading plan is contingent on meeting all the requirements of this ordinance plus any set of varied requirements approved by the Planning Commission.

(Code 1991, §161.10; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98)

169.11 Discovery Of Historic Resources

Whenever, during the conduct of grading any historical, pre-historical, or paleontological materials are discovered, grading shall cease and the City Engineer shall be notified.

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(Code 1991, §161.21; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.12 Certificate Of Occupancy

All re-vegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the City Engineer ~~Building Safety Division Director~~ shall consider weather conditions and temporary stabilization measures.

(Code 1991, §161.15; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.13 Owner Responsibility

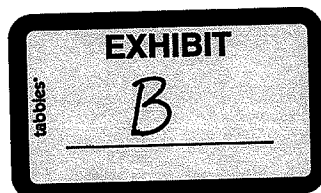
The property owner shall be responsible both for his or her employees and for all contractors and subcontractors from the onset of development until the property is fully stabilized. If property is transferred anytime between the onset of development and at the time it is fully stabilized, all responsibility and liability for meeting the terms of the chapter shall be likewise transferred to the new property owner.

(Code 1991, §161.16; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.14-169.99 Reserved

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CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND
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CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

170.01 Intent

(A) *Intent.* It is the intent of this chapter to protect, maintain, and enhance the health, safety, and general welfare of the citizens of the City of Fayetteville by:

- (1) Preventing increases in the magnitude and frequency of stormwater runoff to prevent increases in flood flows and associated hazards and costs.
- (2) Controlling soil erosion and sedimentation to minimize soil deposition in streams and other receiving water bodies and storm drainage systems.
- (3) Requiring surface and stormwater management practices that comply with requirements of this chapter.
- (4) Promoting the development of stormwater facilities that are aesthetically desirable.

(B) *Findings of fact.* The City Council finds that uncontrolled stormwater runoff from developed land adversely affects the public health, safety, and welfare because:

- (1) *Impervious surfaces runoff.* Impervious surfaces increase the quantity and velocity of surface runoff, which reduces permeation of water through soil and increases erosion and flooding.
- (2) *Collection and conveyance of stormwater.* Improper stormwater collection and conveyance adversely affects property and increases the incidence and severity of flooding, which can endanger property and human life.
- (3) *Erosion.* Increased erosion leads to sedimentation in stormwater management systems, which decreases the system's capacity.
- (4) *Future problems.* Many future problems can be avoided if land is developed in accordance with sound stormwater runoff management practices.

(Code 1991, §163.03; Ord. No. 3895, 1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.02 Adoption Of Drainage Criteria Manual

The City Council hereby adopts by reference the *Drainage Criteria Manual*, prepared for the City of Fayetteville, and adopted by Ordinance No. 3895 of the City of Fayetteville, and as may be amended from time to time. All technical procedures and design standards contained therein shall have the same force and effect as if printed word for word in this chapter.

(Code 1991, §163.03; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 09-05-06)

170.03 Permits Required

(A) *Applicability.* This chapter shall apply to all land within the corporate limits of the City of Fayetteville. No person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, or conduct grading, clearing, or filling activities without first obtaining a stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") from the city, except as specified in §170.03(C) and §170.03 (D) below.

(B) *Permit application.* Any application for a drainage permit shall be submitted according to §170.05 below, and shall be submitted concurrently with the application for a grading permit, if such grading permit is required by § 169.03. The drainage permit applications shall include at the time of submission the calculations required by §170.05(B)(7). The application also shall state whether or not detention is required, and shall provide the basis for that conclusion, utilizing the performance criteria set forth in §170.07 below. The City Engineer shall make the final determination regarding detention.

(C) *Project not requiring detention.* Any project that requires a drainage permit that does not require detention may receive, with the approval of the City Engineer, a grading permit prior to issuance of the drainage permit. Any grading permit issued prior to the issuance of a required drainage permit shall be subject to the following:

- (1) *Insufficient or incomplete drainage permit application.* If the drainage permit application, including the required calculations, is determined by the City Fayetteville Code of Ordinances Engineer to be insufficient or incomplete, it shall be revised and resubmitted by the applicant

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~~within four (4) weeks of receipt of applicant~~
within four (4) weeks of receipt of written
notice of insufficiency or incompleteness.

- (2) *Deadline for the revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if a revised application is not submitted within four (4) weeks of receipt by applicant of the written notice of insufficiency or incompleteness. However, the City Engineer may delay issuance of the stop work order if the City Engineer determines that the applicant has demonstrated prior to the deadline that circumstances not reasonably foreseeable and beyond the applicant's reasonable control prevented his timely resubmission of a sufficient and complete revised drainage permit application.

- (3) *Insufficient or incomplete revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if the revised application is determined by the City Engineer to be still insufficient or incomplete.

- (4) *Stabilization and revegetation after stop work order.* If a stop work order is issued pursuant to §170.03 (C) (3), the applicant shall stabilize and revegetate all graded and otherwise disturbed areas as set forth in §169.06(F)(6) and §169.04(B).

- (5) *Termination of stop work order.* Any stop work order issued pursuant to §170.03 (C) (2) or §170.03 (C) (3), shall expire upon the issuance of a drainage permit and compliance with any conditions contained in the drainage permit.

- (D) *Exceptions where no drainage permit is required.* Drainage permits are not required for the following:

- (1) *Single family/duplex.* One single-family residence or duplex. A drainage permit is not required. See Section 170.12 for building permit submittal requirements.
- (2) *Commercial/industrial.* One commercial or industrial project built on an individual lot that is part of a larger subdivision that has been issued an approved drainage control permit when the proposed project is demonstrated to be in compliance with the overall subdivision drainage permit.
- (3) *Existing commercial/industrial.* Existing commercial and industrial structure where additional structural improvements are less than 2,000 square feet.

- (4) *Maintenance.* Maintenance or clearing activity that does not change or affect the quality, rate, volume, or location of stormwater flows on the site, or runoff from the site.

- (5) *Agriculture.* Bona fide agricultural pursuits, for which a soil conservation plan has been approved by the local Soil and Water Conservation District.

- (6) *Emergency.* Action taken under emergency conditions either to prevent imminent harm or danger to persons, or to protect property from imminent danger of fire, violent storms, or other hazards.

- (E) *Compliance with chapter provisions.* Although a specific permit is not required for these particular circumstances, this exception does not exempt the owner/developer/builders from complying with the pollution prevention and erosion and sediment control provisions of this chapter.

- ~~(F) *Status of previous approvals.* Projects with unexpired permits approved and all preliminary plans approved by the City Engineer prior to June 20, 1995, shall meet only the requirements in effect when the permit was approved.~~

~~Code 1991, §163.09, Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2, (B), A, 6-16-98; Ord. No. 4314, 5-15-01; Ord. 4920, 9-05-06.~~

170.04 Drainage Permit Conditions

Each permit issued shall be subject to the following conditions.

- (A) *Area.* The development, including associated construction, shall be conducted only within the area specified in the approved permit.
- (B) *Execution.* Activities requiring a stormwater management, drainage, and erosion control permit shall not commence until the construction drainage permit is approved. The approved construction drainage permit shall be on file with the city and a copy on file with the contractor for review and inspection upon request.
- (C) *Inspections.* A schedule of inspections to be carried out during the construction phase of permitting shall be established as conditions to the permit.
- (D) *Duration.*
 - (1) Unless revoked or otherwise modified, the duration of a construction drainage permit issued pursuant to this chapter shall be one year.

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- (2) If the permitted project discharge structure is not completed prior to expiration, the construction drainage permit duration can be extended to cover the project duration, subject to approval of the City Engineer.
- (E) *Maintenance.* Maintenance activities, as specified in the approved maintenance plan, shall be executed routinely, with scheduled reporting to the City Engineer.
- (F) *Modifications.* If the activity authorized by the permit is not completed according to the approved schedule and permit conditions, the City Engineer shall be notified. For revisions resulting in a schedule extension of more than 30 days, or if deviations from the permit conditions are expected to occur, approval of a permit modification is required by the City Engineer.
- (G) *Transfer.* No transfer, assignment, or sale of the rights granted by virtue of an approved permit shall be made without prior written approval from the City Engineer.
- (H) *Special.* Any additional special conditions, as deemed appropriate by the City Engineer, shall be established to address specific project needs or circumstances.

(Code 1991, §163.05; Ord. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

170.05 Drainage Permit Application

A storm water management, drainage, and erosion control permit application shall be submitted to the City Engineer using appropriate forms as provided by the city. A permit application shall contain sufficient information and plans to allow the City Engineer to determine whether the project complies with the requirements of this chapter. The specific items to be submitted for a permit application shall be in the form and follow the procedures as described in the *Drainage Criteria Manual*, Section 1, Drainage Report Checklist. Submittal information and plans shall include, but not be limited to the following:

- (A) *Applicant identification.* Applicant information, including the name, address, email, and telephone number of the owner and developer, and proof of ownership of the property to be permitted. In addition, the legal description of the property shall be provided, and its location with reference to such landmarks as major water bodies.
- (B) *Plan.* Stormwater management, drainage and erosion control plan, shall include, but not be limited to the following:
 - (1) *Aerial photograph.* Aerial photograph,—if available, of the project vicinity, covering the

project area and the total lands that contribute runoff.

- (2) *Topographic map.* Topographic map of the project area showing the location and elevation of benchmarks, including at least one benchmark for each control structure.
- (3) *Land use map.* Land use map showing both current and proposed conditions for the drainage area that contributes runoff.
- (4) *Soils and vegetation map.* Soils and vegetation map displaying the most recent U.S. Soil Conservation Service information and encompassing both the project area and the drainage area that contributes runoff.
- (5) *Grading, drainage, paving, building drawings.* Proposed grading, drainage, paving, and building drawing(s) showing details of proposed grading, drainage, paving, and buildings.
- (6) *Erosion and sediment control drawings.* Erosion and sediment control drawing(s) and specifications identifying the type, location, and schedule for implementing erosion and sediment control measures, including appropriate provisions for maintenance and disposition of temporary measures.
- (7) *Technical report.* Technical report, prepared by a registered professional engineer, describing the assumptions, calculations, and procedures used for determining compliance with the performance criteria established by this chapter.
- (8) *Maintenance report.* Maintenance report (text and drawings), prepared by a registered professional engineer, describing the activities and schedule required to operate and maintain the permitted facilities until accepted by the city.

(Code 1991, §163.06; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.06 Submission, Review, And Approval Of Plans

- (A) *General.* The stormwater management, drainage, and erosion control plans shall be prepared by the engineer of record, who is a licensed professional engineer of the State of Arkansas.
- (B) *Pre-preliminary drainage plan and review.* A pre-preliminary stormwater management, drainage, and erosion control plan review with the engineering staff is suggested before platting, re-

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plats, lot splits, building permits, and/or development improvements begin for the purpose of overall general drainage concept review.

- (C) *Preliminary stormwater and drainage plan.* Preliminary stormwater management, drainage, and erosion control plans and accompanying information as described in the *Drainage Criteria Manual* shall be submitted at the time of the preliminary plat, replat, lot split, building permit, site improvement plan, large-scale development, and/or development improvements are submitted. If needed, a review meeting will be scheduled by the City Engineer with a representative of the developer, including the engineer, to review the overall concepts included in the preliminary stormwater management, drainage, and erosion control plan. The purpose of this review shall be to jointly agree upon an overall stormwater management concept for the proposed development and to review criteria and design parameters that shall apply to final design of the project.

- (D) *Final stormwater management, drainage, and erosion control plan.* Following the preliminary stormwater management, drainage, and erosion control plan review, the final stormwater management drainage, and erosion control plan shall be prepared for each phase of the proposed project as each phase is developed. The final plan shall constitute a refinement of the concepts approved in the preliminary stormwater, drainage, and erosion control plan, with preparation and submittal of detailed information as required in the *Drainage Criteria Manual*. This plan shall be submitted at the time construction drawings are submitted for approval.

- (E) *Review and approval of final stormwater management, drainage, and erosion control plans.* Final stormwater management, drainage, and erosion control plans shall be reviewed by the City Engineer. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria, and performance standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the City Engineer shall approve the plan or conditionally approve the plan, setting forth the conditions thereof.

- (F) *Off-site improvements.* If it is determined that offsite drainage improvements are required, and that such specific off-site drainage improvements are consistent with the city's current and established priorities, then cost sharing will be in accordance with "Required Off-site Improvements." If the city is unable, or unwilling,

to contribute its share of the off-site costs, the developer shall have the option of:

- (1) *Developer's expense.* Building the off-site improvements at his/her own expense;
- (2) *Detention.* Providing detention so as to match downstream capacities; or
- (3) *Delay project.* Delaying the project until the city is able, or willing, to share in the off-site costs.

(Code 1991, §163, Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), Ord. No. 4920, 9-05-06)

170.07 Performance Criteria

- (A) *Storm water management, drainage, and erosion control plan.* Stormwater management, drainage, and erosion control plans shall be prepared in accordance with performance standards that have been structured to achieve the purposes and objectives of this chapter as well as to ensure that the quality and quantity of runoff after development is not substantially altered from predevelopment conditions.

- (B) *Performance criteria.* Except as otherwise provided in this chapter, a development must be designed, constructed, operated, and maintained to comply with the following performance criteria:

- (1) *Flood Damage Prevention Code.* Provisions for floodplain management criteria shall be consistent with those contained in Chapter 168, the Flood Damage Prevention Code.
- (2) *Peak discharge.* The post-development peak rate of surface discharge must not exceed the existing discharge for the 100 year, 24 hour storm, the 10 year, 24 hour storm, and the 2 year, 24 hour storm, unless other discharge limits are deemed applicable for a specific site by the City Engineer.
- (3) *Low Impact Development.* Use of Low Impact Development design strategies, as described in Chapter 179, to attenuate lesser storms and more closely mimic predevelopment hydrology is encouraged.
- (4) *Direct Discharge.* Direct Discharge of a pipe into streams and/or floodways is not allowed. A stilling basin or other structure that will collect sediment, trash, etc and that will reduce the likelihood of erosion in the receiving stream due to discharge from the pipe shall be installed at pipe discharges into streams and/or floodways.

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(5) *Erosion and channel stability.* All stormwater management systems shall be evaluated based on their ability to prevent erosion and sedimentation of the receiving waters and adverse impacts on the site's natural systems. The design engineer shall consider the on-site and downstream effects of the peak discharges and shall design both the permanent and the construction phase of the stormwater management system in a manner that will not increase flooding, channel instability, or erosion downstream when considered in aggregate with other developed properties and downstream drainage capacities.

(6) *Drainage into wetlands and floodways.* Areas defined as "wetlands" and "floodways" by the appropriate federal agencies shall be protected from adverse changes in runoff quantity and quality from associated land development.

(7) *Drainage Criteria Manual.* The technical procedures and design standards contained in the *Drainage Criteria Manual*, prepared for the City of Fayetteville, and adopted by this chapter and as may be amended from time to time, shall be used for guidance to determine compliance with the performance criteria established by this chapter.

(Code 1991, §163.08; Ord. No. 389, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4217, 9-05-06)

170.08 Maintenance Responsibility

(A) *Dedication.* Those stormwater management systems approved in compliance with this chapter that will function as an integral part of the stormwater management conveyance system maintained by the city shall be dedicated to the city. All areas and/or structures to be dedicated to the city must be dedicated by plat or separate instrument and accepted by formal letter from the City Engineer.

(B) *Perpetual Inspections and Maintenance Agreements.* The City shall require a Stormwater Management Practices Maintenance Agreement, for systems not dedicated to the City, of all entities for stormwater management conveyance systems and structures in the stormwater management plan for their proposed development. The City shall require the following set of documents and agreements prior to stormwater systems and structures approval:

(1) *Agreement of Maintenance Responsibility.* The owner of the property on which the stormwater systems structures have been installed shall agree to undergo ongoing

inspections, and document maintenance and repair needs.

(2) *Agreement to Maintain Stormwater Systems and Structures.* The owner of the property on which stormwater systems and structures have been installed shall agree to maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices.

(C) *Approved Entities for Perpetual Maintenance Agreements.* All stormwater management structures or systems accepted as dedications by the city shall be maintained by the city. All systems not approved in compliance with this chapter but not dedicated to the City shall have adequate easements to permit the city to inspect and, if necessary to take corrective action should the responsible entity fail to properly maintain the system. Maintenance of all other stormwater management structures and systems approved in compliance with this chapter and not dedicated to the City shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following:

(1) *Local government.* A county, municipality, municipal service taxing unit, special district, or other appropriate governmental unit;

(1) *Special districts and public entities.* An active water control district, a drainage district, public utility, or a special assessment district;

(3) *State or federal agency.* An appropriate state or federal agency;

(4) *Public entity.* An officially franchised, licensed, or approved communication, water, sewer, electrical, stormwater, or other public utility;

(2) *Developer or property owner.* A developer or property owner who provides a bond or other assurance of continued financial capability to operate and maintain stormwater management systems and who executes a legal Stormwater Management Practices Maintenance Agreement with the City; or,

(3) *Property owner association.* Property owner associations able to comply with the following provisions:

(a) The association provides a binding legal Stormwater Management Practices Maintenance Agreement instrument through which it assumes full responsibility for stormwater

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management systems operation and maintenance.

- (b) The association has sufficient powers to operate and maintain the stormwater management system, establish rules, assess members, contract for services, exist perpetually and, if dissolved, to provide alternative operation and maintenance services.

- (c) The association can provide a bond or other assurances of financial capability to operate and maintain services.

(D) *Maintenance Inspections.* As part of the construction permit approval process, a construction inspection schedule shall be established to address critical project milestones. Under the approved inspection schedule, no work shall proceed until the City Engineer inspects and authorizes work to proceed beyond each schedule milestone. Any portion of the work that does not comply with the permit conditions shall be specified in writing by the City Engineer and promptly corrected by the responsible entity. For approved entities maintaining stormwater management systems not dedicated to the city, periodic inspections by the city to ensure continued maintenance of the stormwater management system after construction is complete will be established as conditions to the operation of the stormwater management system. All privately owned stormwater management facilities shall be inspected near the end of the first year of operation by the party designated in the Stormwater Management Practices Agreement. A subsequent inspection shall be performed at the end of the fourth year to ensure functionality and compliance. Inspection reports shall be submitted to and maintained by the City Engineer for all stormwater systems and structures. Inspection reports for stormwater systems and structures shall include:

- (1) The date of the inspection;
- (2) The name of the inspector;
- (3) The condition of:
 - (a) Pretreatment devices.
 - (b) Vegetation or filter media
 - (c) Spillways, valves, or other control structures.

- (d) Embankments, slopes or safety benches.

- (e) Inlet and outlet channels and structures.

- (f) Sediment and debris accumulation in storage and forebay areas.

- (g) Underground drainage.

- (h) Provide cross sectional data showing the existing capacity of the detention pond for comparison to the minimum designed capacity in the approved final drainage report. Cross sectional data shall be at the end of the fourth year. If the designed capacity is not available the owner shall reestablish the original approved volume in the final drainage report.

- (i) Any other item that could affect the proper function of the stormwater structures or systems.

- (4) Description of the needed maintenance.

- (5) Description of maintenance activities undertaken.

After the 2nd Inspection Report is received, the City Engineer will make a determination whether subsequent Inspection Reports will be required to be submitted based upon the stabilization of the site and the condition of the stormwater systems.

- (E) *Right-of-Entry for Inspection.* The Stormwater Management Maintenance Agreement shall provide for the City Engineer or designee to enter the property at reasonable times and in a reasonable manner for the purpose of inspecting stormwater systems and structures.

- (F) *Failure to Maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement the City shall give written notice requesting corrective action. If the conditions described in the Failure to Maintain notice are not corrected within 10 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.

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(1) *Enforcement of the Lien.* The lien herein provided for may be enforced and collected in either one of the following manners:

(a) The lien may be enforced at any time within 18 months after work has been done, by an action in circuit court; or

(b) The amount of the lien herein provided may be determined at a hearing before the City Council held after 30 days written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the City Council shall be subject to appeal by the property owner in circuit court; and the amount so determined at said hearing, plus ten percent penalty for collection, shall be by the City Council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less three percent thereof, when so collected shall be paid to the city by the county tax collector.

(c) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the City Clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or non-residence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem may be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.

(G) *Removal and modification of Stormwater Systems and Structures.* Stormwater systems and structures may only be modified or removed with the approval of the City Engineer, who shall determine the whether the stormwater system or structure does not function as a part of the stormwater management system. The applicant may be required to provide supporting data and

calculations that justify the removal of the stormwater systems or structures.

(Code 1991, §163.09; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

Cross reference(s)--Enforcement, Ch., 153; Appeals, Ch. 155, Variances, Ch. 156; Bonds and Guarantees, Ch. 158; Fees, Ch. 159.

170.09 Drainage Permit Processing

Procedure for processing of permit applications shall be as follows:

(A) *Application.* Stormwater management, drainage, and erosion control permit applications shall be submitted to the city for review, processing, and approval. Applicants may schedule a pre-application conference with the city to discuss a proposed project before submitting the application.

(B) *Fee.* A nonrefundable permit application fee shall be paid when the application is submitted to help cover the cost of the plan review, administration and management of the permitting process and inspection of project implementation and operation.

(C) *Issuance.* If the City Engineer determines that the permit application submittal is in compliance with all provisions of this chapter, a permit may be issued. If the City Engineer determines that the permit submittal does not conform with all provisions of this chapter, permit issuance shall be denied and a written statement as to the reasons for the denial shall be provided to the applicant.

(Code 1991, §163.10; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

170.10 11 Stormwater Discharges From Construction Activities

(A) *General Requirements for Construction Sites.*

(1) *Construction Site.* A construction site is a site with activity that would result in the creation of a new stormwater management system, including the building, assembling, expansion, modification, or alteration of the existing contours of the property; the erection of buildings or other structures, any part thereof; or land clearing.

(2) *Owner Responsibility.* The owner of a site of construction activity shall be responsible for compliance with the requirements of this chapter.

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- (3) *Erosion And Sediment Control.* Best Management Practices (BMPs) shall be implemented to prevent the release of airborne dust and waterborne sediment from construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site entrances shall be managed to prevent sediment tracking. Streets and storm inlets must be kept clean at all times and free of loose rock, mud, debris and trash. Specific inlet protection measures may be necessary, as long as they do not interfere with vehicular traffic. Mud on streets must be physically removed and not washed into inlets.
- (a) ~~1&2-Family-Residential-and-Sites-under One-Acre.~~ All residential lots must maintain properly installed erosion and sediment control measures (silt fences, hay bales, erosion control blankets, etc.) from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street. Erosion control measures may be temporarily moved out of the way for excavation and other grading activities, but must be replaced or modified within 24 hours.
- (4) ~~All-Other-Construction-Sites- Requiring Storm Water Pollution Prevention Plans.~~ Erosion and sediment control systems must be installed and maintained per a state approved Storm Water Pollution Prevention Plan before the beginning of construction and until slope stabilization and/or vegetation is established. For sites between 1 and 5 acres, the SWPPP must be onsite at all times. For sites over 5 acres, the NOI and the SWPPP must be onsite at all times.
- (5) ~~Construction Exits Entrances.~~ If driveways and approaches are not poured within 3 working days of pouring the foundation, then A stabilized rock exit is required on construction sites. Rock entry exits must be at least 20' wide by 20' long (1 & 2 family residential) or 60' long (all other construction sites) by 6" thick stabilized rock having a minimum average diameter of 3". If there is an existing curb, loose material such as fill dirt or gravel shall not be used to ramp up to it from the street. Temporary wooden ramps in front of curbs are acceptable.
- (6) *Concrete Truck Wash Areas.* No washing of concrete trucks or chutes is allowed except in specific concrete wash pits located onsite. Proper runoff and erosion controls must be in place to retain all concrete wash water.
- (7) *Dewatering.* All rainwater pumped out of sumps and depressions on construction sites should be clear and free of sediment, and must discharge to a sedimentation pond, sediment bag, or settling tank in such a manner as to not cause additional erosion problems.
- (8) *Storage of Materials.* Public streets and sidewalks shall not be used for temporary storage of any containers or construction materials. In addition to on-street storage being a violation of this chapter, all liability for any accidents and/or damages due to street storage will be the responsibility of the owner of the stored materials.
- (9) ~~Dirt and Topsoil Storage.~~ All uncovered soil or dirt storage piles should be located more than 25 feet from a roadway or drainage channel. If these piles remain for 15 or more days, then their surfaces must be stabilized. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by appropriately installed erosion control devices such as silt fences or straw bales. Dirt or soil storage piles located less than 25 feet from the road and in place for 15 or more days must be covered with tarps or other control. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by silt fence or straw bales. Storm drain inlets must be protected from potential erosion from near street storage piles by silt fence or other appropriate barriers.
- Dirt and Topsoil Storage.* All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require storage piles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.
- Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other

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appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

(10) *Franchise and Private Utilities.* The property owner or main contractor onsite will be responsible for restoring all erosion and sediment control systems and public infrastructure damaged or disturbed by underground private or franchise utility construction such as water and sewer service leads, telephone, gas, cable, etc. Erosion and sediment control systems must be immediately restored after each utility construction.

(11) *Post-Construction Compliance.* Upon completion of permitted construction activity on any site, the property owner and subsequent property owners will be responsible for continued compliance with the requirements of this chapter during the course of maintenance, reconstruction or any other construction activity on the site.

(B) *Construction Sites Requiring an Approved Stormwater Pollution Prevention Plan (SWPPP) SWP3.* For all construction sites where construction on a site will disturb soil or remove vegetation on one (1) or more acres of land during the life of the construction project, a Stormwater Pollution Prevention Plan (SWPPP) for the project must be implemented by the construction site owner as follows:

(1) The site owner/developer/builder bears the responsibility for implementation of the SWPPP SWP3 and notification of all contractors and utility agencies on the site.

(C) *Stormwater Pollution Prevention Plans.* Preparation and implementation of Stormwater Pollution Prevention Plans for construction activity shall comply with the following:

(1) Implementation

(a) *Installation and Maintenance.* BMPs shall be installed and maintained by qualified persons. The owner/developer/builder or their representative shall be able to provide upon the City Engineer's request a copy of the SWPPP SWP3 on site and shall be prepared to respond to unforeseen maintenance requirements of specific BMPs.

(b) *Inspection.* The owner/developer/builder or their representative shall inspect all BMPs at least once every 14 days and within 24 hours after a rainfall of one half of an inch or more as measured at the site or generally reported in the Fayetteville area.

A qualified inspector (provided by the owner/developer/builder) shall inspect disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation that have been finally stabilized, and locations where vehicles enter or exit the site. BMPs must be observed to ensure proper operation. Inspectors must inspect for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Discharge locations must be inspected to determine whether BMPs are effective in preventing significant impacts to waters of the State, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. The inspections must be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater as measured at the site or generally reported in the vicinity of the site. A rain gauge must be maintained on-site.

A report shall be prepared for each inspection summarizing the scope of the inspection; name(s), title(s) and qualifications of personnel making the inspection; the date of the inspection; amount of rainfall and days since last rain event, BMPs on-site; observations relating to whether BMPs are in working order and whether maintenance is required (when scheduled and completed); the locations and dates when major construction activities begin, occur, or cease; and the signature of the inspector. The reports shall be retained as part of the stormwater pollution prevention plan for at least three (3) years from the date the site is finally stabilized and shall be made available upon request to the City.

(c) *Modifications.* Based on inspections performed by the owner/developer/builder or by authorized City personnel, modifications to the SWPPP SWP3 will

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be necessary if at any time the specified BMPs do not meet the objectives of this chapter. In this case, the owner/developer/builder or authorized representative shall meet with authorized City personnel to determine the appropriate modifications. All modifications shall be completed within seven (7) days of the referenced inspection, except in circumstances necessitating more timely attention, and shall be recorded on the owner's copy of the SWPPP SWP3.

(D) *Requirements for Utility Construction*

- (1) Utility agencies shall be responsible for compliance with the requirements this chapter.
- (2) Utility agencies shall develop and implement Best Management Practices (BMPs) to prevent the discharge of pollutants on any site of utility construction within the City. In addition, the City may adopt and impose BMPs on utility construction activity.
- (3) Utility agencies shall implement BMPs to prevent the release of sediment from utility construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed, and construction site entrances shall be managed to prevent sediment tracking. Excessive sediment tracked onto public streets shall be removed immediately.
- (4) Prior to entering a construction site of subdivision development, utility agencies shall have obtained from the owner a copy of any SWPPPs SWP3 for the project. Any disturbance to BMPs resulting from utility construction shall be repaired immediately by the utility company in compliance with the SWPPP SWP3.

(Ord. 4920, 9-05-06)

170.11 Preliminary Plat, Lot Requirements

- (A) *Preliminary Plats.* Preliminary Plats shall include a master drainage plan for each lot related to the proposed infrastructure and adjacent lots.
- (B) *Preliminary Plats for Residential Subdivisions.* Preliminary Plats for residential subdivisions shall provide detailed drainage information including flow arrows and design spot elevations including the proposed finish floor elevation meeting the Arkansas Fire Prevention Code for building safety regulations for positive drainage of each lot.

(C) *Rear lot drainage easements.* Rear lot drainage easements for nonstructural grassed swales shall not overlap utility easements with above ground structures, ie, electric transformers, gas meters, communication junctions, etc.

(D) *Final Plat.* The Final Plat shall include the approved master drainage plan to be filed as a supplemental document. The scale shall be legible and approved by the City Engineer.

170.12 1 & 2 Family Residential Requirements

(A) *1&2 Family Residential and Sites under One Acre.* All residential lots must maintain properly installed erosion and sediment control measures from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street.

(B) A building permit application shall contain sufficient site drainage information to determine whether the project complies with the requirements of this chapter.

(C) If the Final Plat of the Subdivision, in which the proposed building is located, includes an approved master drainage plan, this plan shall be included in the building permit application and the individual lot drainage plan shall follow the master drainage plan.

170.13 40 Stormwater Pollution Prevention

(A) *Prohibitions*

(1) Illicit discharges are prohibited. An illicit discharge is a storm drain that has measurable flow containing pollutants and/or pathogens. No person shall discharge anything but uncontaminated stormwater, into the storm drainage system. Common stormwater contaminants include trash, yard waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste and sediment.

(2) Illicit connections are prohibited. Illicit connections are any drain or conveyance which allows an illicit discharge to enter the storm drainage system. This prohibition includes illicit connections made in the past, regardless of whether the connection was permissible at the time of connection.

(3) No person shall connect a line conveying sanitary sewage, domestic sewage or

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industrial waste, to the storm drainage system, or allow such a connection to continue.

(B) *Exemptions.* The following non-stormwater discharges are acceptable and not a violation of this chapter:

- (1) A discharge authorized by an NPDES permit other than the NPDES permit for discharges from the MS4;
- (2) Uncontaminated waterline flushing and other infrequent discharges from potable water sources;
- (3) Infrequent uncontaminated discharge from landscape irrigation or lawn watering;
- (4) Discharge from the occasional non-commercial washing of vehicles within zoned residential areas;
- (5) Uncontaminated discharge from foundation, footing or crawl space drains, sump pumps and air conditioning condensation drains;
- (6) Uncontaminated groundwater;
- (7) Diverted stream flows and natural riparian habitat or wetland flows;
- (8) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials.
- (9) Any other non-stormwater discharge determined by the City Engineer to meet the standards and objectives of this chapter.

(C) *Requirements Applicable to Certain Dischargers*

- (1) *Private Drainage System Maintenance.* The owner of any private drainage system shall maintain the system to prevent or reduce the discharge of pollutants. This maintenance shall include, but is not limited to, sediment removal, bank erosion repairs, maintenance of vegetative cover, and removal of debris from pipes and structures.
- (2) *Minimization of Irrigation Runoff.* Concentrated flow of irrigation water to the storm drainage system is prohibited. Irrigation systems shall be managed to reduce the discharge of water from a site.
- (3) *Cleaning of Paved Surfaces Required.* The owner of any paved parking lot, street or drive shall clean the pavement as required to prevent the buildup and discharge of pollutants. The visible buildup of mechanical

fluid, waste materials, sediment or debris is a violation of this chapter. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water or other methods in compliance with this Code. Material shall not be swept or washed into the storm drainage system. This section does not apply to pollutants discharged from construction activities.

(4) *Maintenance of Equipment.* Any leak or spill related to equipment maintenance in an outdoor uncovered area shall be contained to prevent the potential release of pollutants. Vehicles, machinery and equipment must be maintained to reduce leaking fluids.

(5) *Materials Storage.* In addition to other requirements of this Code, materials shall be stored to prevent the potential release of pollutants. The uncovered outdoor storage of unsealed containers of hazardous substances is prohibited.

(6) *Pesticides, Herbicides and Fertilizers.* Pesticides, herbicides and fertilizers shall be applied in accordance with manufacturer recommendations and applicable laws. Excessive application shall be avoided.

(7) *Open Drainage Channel Maintenance.* Every person owning or occupying property through which an open drainage channel passes shall prevent trash, debris, excessive vegetation, and other obstacles from their property from entering the drainage channel.

(D) *Release Reporting and Cleanup.* Any person responsible for a release of materials which are or may result in illicit discharges to the storm drainage system shall take all necessary steps to ensure the discovery, containment, abatement and cleanup of such release. In the event of such a release of a hazardous material, said person shall comply with all state, federal, and local laws requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.

(E) *Authorization to Adopt and Impose Best Management Practices.* The City may adopt and impose a Best Management Practices Manual and requirements identifying Best Management Practices for any activity, operation, or facility, which may cause a discharge of pollutants to the storm drainage system. Where specific BMPs are required, every person undertaking such activity or operation, or owning or operating such facility shall implement and maintain these BMPs at their own expense.

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(Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.14-170.99 Reserved

DRAFT

City of Fayetteville Staff Review Form

B. 2
Amend Chapter 177:
Landscape Regulations
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

7/6/2010

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

Action Required:

ADM 10-3568: (UDC CH. 177 LANDSCAPE REGULATIONS): Submitted by City Planning Staff. The request is to amend Chapters 177.04 of the Unified Development Code (UDC) to revise the perimeter landscaping requirements.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

James C. Bick
Department Director

12/16/2010
Date

Previous Ordinance or Resolution #

John B. Kelley
City Attorney

6-14-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Buh
Finance and Internal Services Director

6-17-2010
Date

Received in City

Clerk's Office 06-11-10P04:48 RCVD

Don Men
Chief of Staff

6-14-10
Date

Received in
Mayor's Office



Fionell Jordan
Mayor

6/15/10
Date

Comments:

Left on the Second Reading at the 7/20/10 City Council Meeting
Left on the First Reading at the 7/16/10 CC mtg.

Revised January 15, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Director

From: Dara Sanders Current Planner

Date: June 11, 2010

Subject: UDC Chapter 177 Amendments (ADM 10-3568)

RECOMMENDATION

Staff recommends approval of the proposed amendments to Chapters 177 of the UDC. This item was heard at the May 10, 2010 Planning Commission meeting and forwarded to the City Council with a unanimous recommendation for approval (7-0-0).

BACKGROUND

The City of Fayetteville adopted Chapter 177, Landscape Regulations, in 2006 to preserve and enhance the natural beauty of Fayetteville and to reduce the environmental impact of development. City Planning staff and the Urban Forester have administered the regulations in Chapter 177 for almost four years and find that the shrub planting section under the perimeter landscaping requirements are inconsistent with and rarely achieve the intent and purpose - to provide a continuous vegetative screen that will minimize the visual impact of a parking lot from the public right-of-way. Chapter 177.04(D)(4) requires a property owner to plant a minimum of eight (8) shrubs for every one (1) street tree planted. However, depending upon the type of shrub, this specific requirement may not be sufficient to provide a continuous row of screening and to effectively buffer parking lots from the street. Most developments planted with screening shrubs in accordance with code have large gaps in between the shrubs, even after several years of growth.

Additionally, staff proposes to remove the requirement for 25 feet of greenspace in the I-540 Design Overlay District (DOD). In staff's opinion, the 15 feet of greenspace and 15% open space now required throughout the City as part of the Commercial Design Standards have proven to be effective and adequate in preserving pervious surface and providing a greenspace buffer between parking lots and streets.

PROPOSAL

Staff proposes to amend Chapter 177.04 of the UDC to revise the perimeter landscaping requirements as summarized below and attached in full to this staff report:

UDC	Subject	Proposed Changes
177.04(D)(2)(b)	Design Overlay District	Strike the requirement for 25 feet of greenspace in the DOD
177.04(4)(a)-(c)	Shrub Planting	Remove the minimum shrub number and spacing requirement. Insert the requirement for a "seamless row of hedging"

The ordinance amendments are highlighted and attached to the staff report.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTER 177: LANDSCAPE REGULATION IN ORDER TO MODIFY EXISTING REQUIREMENTS AND REGULATIONS THAT ADDRESS PERIMETER LANDSCAPING FOR DEVELOPMENT.

WHEREAS, the City of Fayetteville recognizes that the Unified Development Code should be revised to apply the requirement for 15 feet of greenspace to all commercial and office developments in the City; and

WHEREAS, certain sections of the City of Fayetteville Unified Development Code Chapter 177.04(D) Perimeter landscaping requirement do not work toward achieving the intent to screen parking lots from the view of the public right-of-way; and

WHEREAS, the City of Fayetteville recognizes that the Unified Development Code should be revised to eliminate unnecessarily repetitive information that is included in another chapter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals §177.04(D)(2)(b) of the Unified Development Code and renumbers the subsection accordingly.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals §177.04(D)(4)(a) of the Unified Development Code and enacts a replacement §177.04(D)(4)(a) as follows:

"The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals §177.04(D)(4)(b) of the Unified Development Code and renumbers the subsection accordingly.

PASSED and **APPROVED** this the ____ day of ____, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



PC Meeting of May 10, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: May 6, 2010 Updated May 11, 2010

ADM 10-3568: Administrative Item (UDC AMENDMENT CH. 177 LANDSCAPE REGULATIONS): Submitted by CITY PLANNING STAFF for revisions to Fayetteville Unified Development Code, Chapter 177 Landscape Regulations. The proposed code changes clarify the specification for shrub plantings to screen parking lots from the street. Planner: Dara Sanders

Background and Proposal: The City of Fayetteville adopted Chapter 177, Landscape Regulations, in 2006 to preserve and enhance the natural beauty of Fayetteville and to reduce the environmental impact of development. City Planning staff and the Urban Forester have administered the regulations in Chapter 177 for almost four years and find that the shrub planting section under the perimeter landscaping requirements are inconsistent with and rarely achieve the intent and purpose - to provide a continuous vegetative screen that will minimize the visual impact of a parking lot from the public right-of-way. Chapter 177.04(D)(4) requires a property owner to plant a minimum of eight (8) shrubs for every one (1) street tree planted. However, depending upon the type of shrub, this specific requirement may not be sufficient to provide a continuous row of screening and to effectively buffer parking lots from the street. Most developments planted with screening shrubs in accordance with code have large gaps in between the shrubs, even after several years of growth.

Staff finds that requiring an exact number of shrubs under the current ordinance is counterproductive to the purpose of forming a continuous vegetative buffer. Therefore, staff proposes to remove the minimum number and to simply require that the shrubs form a "seamless row of hedging". The Urban Forester and the species list in the Landscape Manual will be relied upon to ensure that the spacing and size of shrubs at planting are the minimum needed to provide the desired hedgerow effect, which is dependent on the shrub species.

Summary: The proposal to amend sections of Chapter 177.04 Site Development and Parking Lot Landscape Standards is summarized below and attached in full to this staff report:

Chapter	Section	Description
177.04(D)(2)(b)	Landscape Regulations	- Strike the Design Overlay District requirement for 25 feet of green space. (a general clean-up that was overlooked in a previous code change)
177.04(D)(4)	Landscape Regulations	- Modify the language from "continuous rows" to "seamless row of hedging" and strike the specified number of shrubs. - Strike the spacing requirement.

The ordinance amendments are shown in highlight and ~~strikeout~~ and are attached to the staff report.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3568** to the City Council with a recommendation for approval.

PLANNING COMMISSION ACTION: yes Required

Planning Commission Action: ☐ Forwarded ☐ Tabled ☐ Denied

Motion: Winston

Second: Chesser

Vote: 7-0-0

Meeting Date: May 10, 2010

177.04 Site Development And Parking Lot Landscape Standards

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

- (1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines.

- (2) *Property lines adjoining street right-of-way.*

- (a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.

- (b) *Design Overlay District.* Within the established boundary of the Design Overlay District, a twenty-five (25) foot wide landscaped area shall be provided along the front property line exclusive of the Master Street Plan right-of-way (§161.24). Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the twenty-five (25) foot landscaped area provided the integrity of the landscaped area is maintained.

- (e) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single family residential uses shall be exempt from this requirement.

- (d) (c) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Properties developed with an urban streetscape, utilizing urban tree wells as defined herein, shall be exempt from this requirement.

- (e) (d) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.

- (f) (e) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.

- (g) (f) *Perimeter planting location.* All plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required trees and shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.

- (3) *Tree Planting.*

- (a) Large species trees shall be planted in the required fifteen (15) foot landscaped area containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.

- (b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.

- (c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.

- (d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines.

Fayetteville Code of Ordinances

Species selection shall be approved by the Urban Forester.

(4) *Shrub Planting.*

- (a) ~~Parking lots adjacent to a street right-of-way shall have shrubs planted in continuous rows. A minimum of eight (8) shrubs shall be planted for every tree required in the landscape area adjacent to a right-of-way. The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Groupings of shrubs are encouraged; however, a continuous planting will be required as well. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen.~~
- (b) ~~Planting locations of required shrubs shall be appropriately spaced between trees in either groups or continuous rows.~~
- (c) ~~Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more in a seamless row of hedging within two (2) years of installation.~~

- (5) *Ground Cover Planting.* All landscape areas shall be re-vegetated with appropriate perennial groundcover. Prior to certificate of occupancy, all bare soil shall be adequately covered in accordance with the Unified Development Code.

City of Fayetteville Staff Review Form

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RFP #10-06 NOVAtime Technology, Inc.
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City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Paul Becker

Finance

Finance

Submitted By

Division

Department

Action Required:

A resolution awarding RFP 10-06 with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 for a total cost of 131,035.39, and a project contingency of fifteen percent (15%) for additional collection devices and other related equipment.

\$ 131,035.39

Cost of this request

\$ 165,000.00

Category / Project Budget

Time and Attendance

Program Category / Project Name

4470-9470-5801.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

08025

Project Number

\$ 165,000.00

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Paul A. Becker
Department Director

7-15-2010
Date

Previous Ordinance or Resolution #

Chris Kelley
City Attorney

7-19-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director

7-20-2010
Date

Received in City 7-16-10 P03:12 RCVD
Clerk's Office

Don Mann
Chief of Staff

7-20-10
Date

Received in
Mayor's Office

Leonell Jordan
Mayor

7/20/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

Thru: Paul A Becker, Director of Finance

From: Patricia Leach, Accounting Manager Payroll
Scott Huddleston, Information Technology Director
Missy Leflar, Human Resources Director

Date: July 16, 2010

Subject: Approval of Contract with NOVAtime for Time and Attendance Software

PROPOSAL: The City currently processes payroll for 763 employees utilizing manual timesheets and payroll summaries to gather the hours worked by these employees. Thirty-one employees have the additional "timekeeper" responsibility of gathering and organizing the timesheets and entering them into payroll summaries which are then entered into the payroll software. The process of gathering, organizing, entering and reentering this data takes numerous staff hours each payroll. Implementation of an electronic timekeeping system will reduce errors, reduce workload, as time will be maintained electronically and imported into the payroll system, and will provide reporting necessary for compliance with the Family and Medical Leave Act and Fair Labor Standards Act along with an extensive list of other efficiencies that the City will gain. An electronic attendance system will also be of great assistance to Human Resources staff in the analysis of situations where supervisors propose disciplinary actions involving absences, as it will provide accurate, solid documentation concerning legally protected and extused absences. Currently each Division has its own formal or informal system of keeping track of absences.

RECOMMENDATION: Staff recommends approval of contract with NOVAtime in the amount of \$119,483.19 plus applicable sales taxes and shipping & handling for a total cost of \$131,035.39. Staff also recommends the approval of a fifteen (15) percent contingency to cover the cost of additional collection devices and related expenses if needed.

BUDGET IMPACT: This project is included in the CIP budget. The total cost for this project is not to exceed \$165,000.00. The attached contract with NOVAtime in the amount of \$119,483.19 includes the following:

- Software:	44,675.75
- Implementation & Training:	19,500.00
- Hardware (15 biometric clocks)	29,452.90
- 2 Yr. Support (software, telephony, & hardware)	25,850.54
- Contract Total	119,483.19
- Sales Tax and Shipping & Handling	11,552.20
- Grand Total	\$ 131,035.39

There will be additional costs associated with this project, such as additional collection devices and related IT expenses, which, when combined, will not exceed the budgeted maximum amount of \$165,000.00. A fifteen (15) percent contingency is proposed for these additional costs. Annual software and hardware maintenance costs for the first two (2) years is included in the amount of \$25,850.54. After the second year, annual software and hardware maintenance will not exceed a five (5) percent increase per year based on contracted items.

RESOLUTION NO. _____

A RESOLUTION APPROVING RFP #10-06 AND AUTHORIZING A CONTRACT WITH NOVATIME TECHNOLOGY, INC. IN THE AMOUNT OF \$119,483.19 PLUS APPLICABLE SALES TAX AND SHIPPING NOT TO EXCEED \$11,552.20 AND A PROJECT CONTINGENCY OF 15% FOR THE PURCHASE OF AN ELECTRONIC EMPLOYEE TIME KEEPING SYSTEM

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves RFP #10-06 and authorizes a contract, a copy of which is attached as Exhibit "A," with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of fifteen percent (15%) for the purchase of an electronic employee time keeping system.

PASSED and **APPROVED** this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and NOVAtime Technology, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

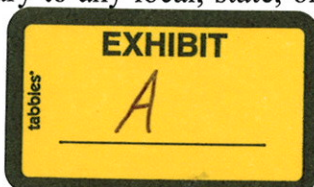
WHEREAS, City has previously determined that it has a need for AN EMPLOYEE TIME & ATTENDANCE SYSTEM; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 10-06, Employee Time & Attendance System (herein after referred to as Request for Proposal or RFP), City has awarded this contract to NOVAtime Technology, Inc.; and

WHEREAS, NOVAtime Technology, Inc. has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** NOVAtime Technology, Inc. hereby agrees to provide the City with AN EMPLOYEE TIME & ATTENDANCE SYSTEM, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.
2. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.
3. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue each year for payment of annual maintenance unless canceled or terminated within thirty (30) days written notice by either party. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Fayetteville City Council.
4. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.
5. **Assignment and Subcontracting:** NOVAtime Technology, Inc. shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, NOVAtime Technology, Inc. shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has



disclosed its intent to assign or subcontract in its response to the RFP, without exception, shall constitute approval for purposes of this Agreement.

6. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to NOVAtime Technology, Inc. of the intent to cancel, or with cause if at any time NOVAtime Technology, Inc. fails to fulfill or abide by any of the terms or conditions specified.

If the City determines that the System is not functioning as proposed, then NOVAtime Technology, Inc. will be given thirty (30) days to cure any areas that have not met the expectation of the City; but, if NOVAtime Technology, Inc. is not able to cure, then City may terminate this Agreement by written notice to NOVAtime Technology, Inc. effective on the 30th day, return all Products (Software and Hardware) and NOVAtime Technology, Inc. shall refund any Purchase Price Customer paid for the Products.

Failure of the NOVAtime Technology, Inc. to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify NOVAtime Technology, Inc. of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

In the event the City is unable to implement the time and attendance software within the first year of the agreement, due to software compatibility or hardware issues though no fault of the City, NOVAtime Technology, Inc. will refund seventy-five percent (75%) of software costs paid by the City.

7. **Compensation:** As compensation for NOVAtime Technology, Inc. providing services to the City as described herein, the City shall pay NOVAtime Technology, Inc. in arrears, based on the submission of invoices for work completed and properly authorized.

8. **Permits & Licenses:** NOVAtime Technology, Inc. shall secure and maintain any and all permits and licenses required to complete this contract.

9. **Minimum Insurance Requirements:** NOVAtime Technology, Inc. shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. NOVAtime Technology, Inc. must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. NOVAtime



C. 1
RFP #10-06, NOVAtime Technology, Inc.
Page 3 of 4

Technology, Inc. shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as NOVAtime Technology, Inc.

10. **Indemnification:** NOVAtime Technology, Inc. shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said NOVAtime Technology, Inc.; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of NOVAtime Technology, Inc.; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by NOVAtime Technology, Inc. represents specific consideration for this indemnification obligation.

11. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

12. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

14. **Freedom of Information Act:** Documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, NOVAtime Technology, Inc. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

15. **Documents Comprising Contract:** The contract shall include this Agreement for AN EMPLOYEE TIME & ATTENDANCE SYSTEM, as well as the following documents, which are incorporated herein by reference.

- a. **APPENDIX A:** City of Fayetteville's Request for Proposal, issued on March 10, 2010 and all of its attachments including Addendum 1 issued on March 26, 2010 and Addendum 2 issued on March 31, 2010;
- b. **APPENDIX B:** NOVAtime Technology, Inc.'s Product Purchase & Software License Agreement, which contains a revised, agreed upon pricing.

- c. **APPENDIX C: NOVAtime Technology, Inc.'s** Proposal, including additional information received and interview documents.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR: NOVAtime Technology, Inc.

BY Eric Su, Director, Operations
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Frank Su

1255 Corporate Center Dr #307, Monterey Park, CA 91754
BUSINESS ADDRESS

NOVAtime
Product Purchase and Software License Agreement

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RFP #10-06 NOVAtime Technology, Inc.
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Customer Information		Shipping Information	
Company:	City of Fayetteville	Company:	City of Fayetteville
Address:	113 West Mountain, ROOM 306 Fayetteville, AR 72701	Address:	113 West Mountain, ROOM 306 Fayetteville, AR 72701
Contact:	Andrea Foren	Contact:	Andrea Foren
Phone:	(479) 575-8220	Phone:	(479) 575-8220
Email:	aforen@ci.fayetteville.ar.us	Email:	aforen@ci.fayetteville.ar.us

Qty	Item Number	Description	Unit	Total
Software				
1		NOVAtime 4000 License Purchase for 850 Employees		\$43,945.00
1		-NOVAtime 4000 License Purchase for 850 Timekeepers		Included
1		-NOVAtime 4000 Scheduling		Included
1		-NOVAtime 4000 Leave Management (Accruals)		Included
1		-NOVAtime 4000 Attendance Tracking		Included
1		-Interfaces – NEW WORLD SYSTEMS		Included
1		-NOVAtime Access Control		Included
1		-NOVAtime Expense Reporting		Included
1	NTPhone-IN-DB4	Telephony System - 4 Line		\$12,500.00
		Software Discount		-\$11,765.25
		Software TOTAL		\$44,679.75
Hardware				
3	NT6500FP	NOVAtime NT6500 Fingerprint Ethernet PUSH Terminal with RFID reader	\$3,418.80	\$10,256.40
3	NT6500POEP	Power Over Ethernet Package	\$369.60	\$1,108.80
12	NT380P2	NT380 Fingerprint Ethernet (1,500)	\$1,780.02	\$21,360.24
		Hardware Discount		-\$3,272.54
		Hardware TOTAL		\$29,452.90
Services				
		Implementation, Project Management Training		\$19,500.00
Support:				
		Software Annual Maintenance – 2 Years	\$8,789.00	\$17,578.00
		Telephony – 4 Line Board – 2 Years	\$2,500.00	\$5,000.00
		Hardware Maintenance – 2 Years	\$1,580.83	\$3,161.66
		Power Over Ethernet Package – 2 Years	\$55.44	\$110.88
		Support - TOTAL 2 Years		\$25,850.54
A. Customer agrees to license the above software (the "Software") and to purchase the above associated hardware (the "Hardware") and services, as described further herein (the Software and the Hardware are collectively referred to herein as the "Products"). B. Customer agrees that purchases and/or licenses of the Products, support and maintenance for the Products, and training in the use and operation of the Products are governed by the NOVAtime, Terms & Conditions attached hereto. C. Customer agrees that this Quote is valid through 06/30/2010		Sub Total		\$119,483.19
		Shipping & Handling		TBD
		Sales Tax		TBD
		Total Purchase Price		\$119,483.19
		Initial Installment		\$59,741.59
		Purchase Price Balance		\$59,741.59

Customer acknowledges and agrees that this Agreement shall not be binding on NOVAtime Technology, Inc. ("NOVAtime") until signed by NOVAtime and delivered to Customer. This Agreement is the entire understanding of the parties with respect to the purchase of the Products and shall govern in the event any inconsistent terms and conditions as set forth in any Customer purchase order, confirmation, or memorandum, unless NOVAtime signs such document.

NOVAtime TECHNOLOGY, INC.
By: 
Name: Eric Su
Title: Director, Operations
Date: _____

CUSTOMER:
By: _____
Name: _____
Title: _____
Date: _____



Terms & Conditions

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RFP #10-06 NOVAtime Technology, Inc.
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Article I – Terms of Sale

1. Corporate Approval. All orders are subject to the approval of the NOVAtime Technology Inc. ("NOVAtime") Corporate Office in California and are non-cancelable.
2. Terms of Payment. Fifty percent (50%) of the Purchase Price shall be paid at the time Customer signs this Agreement. The remaining balance of the Purchase Price Balance shall be due within 30 days of the Products shipping date or 30 days after installation of the Products, or, in any event, no later than 90 days from the date of this Agreement executed by both Customer and NOVAtime.
3. Title and Delivery.
 - a. All products will be delivered by NOVAtime F.O.B. NOVAtime's warehouse.
 - b. NOVAtime agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with the requested delivery schedule for such Products.
 - c. NOVAtime shall have no liability for delays in delivery due to causes beyond its control.
4. Restrictions on Use of Product. Customer agrees that it will not change, modify, alter, or enhance the Products and shall not reverse engineer or decompile the object code of the software.
5. Restocking Fee. If any portion or all of the entire Product order is returned to NOVAtime with or without the consent of NOVAtime, Customer agrees to pay a restocking fee equal to fifteen percent (15%) of the Purchase Price of such Products.
6. Software Set-Up Charges. NOVAtime shall provide software set-up in connection with the Products, at designated Customer's site(s). These software set-up services are included within the SurePath Implementation, Project Management, Training, & Setup as listed on page one (1) of this agreement.
7. Warranty. NOVAtime warrants that all NOVAtime software products shall be free from defects in materials and workmanship for a period of 90 days from the date of installation and all hardware products shall be free of defects for a period of 90 days from date of purchase (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations set forth below:
 - a. Any part or parts found to be defective (except as specifically excluded below) shall be replaced or repaired by NOVAtime, without charge to the Customer for parts or labor, provided that the Product has been used in accordance with the NOVAtime manual and has not been subject to abuse or tampering. NOVAtime shall pay for the shipment of the hardware to and from NOVAtime if the defect is covered by warranty, otherwise Customer shall pay shipment and repair costs.
 - b. Only NOVAtime may make repairs or replacements under this warranty and will be made only after NOVAtime is notified of the problem and determines that the problem resulted from defective materials or workmanship covered under this warranty.
 - c. In the event a defective Product cannot be repaired or replaced and such defect is material to the operation of the Product in accordance with its specifications, NOVAtime shall refund to Customer the Purchase Price paid by Customer for such defective Product.
 - d. THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND SET FORTH HEREIN SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES IN THE EVENT OF A BREACH OF THIS WARRANTY.The above Warranty shall not apply to any Products or parts thereof in the event of:
 - a. Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering unusual physical or electrical stress or causes other than normal and intended use (including modification or replacement of any NOVAtime components on any boards supplied with the Products or any use that is inconsistent with any user documentation);
 - b. Failure of the Customer to provide and maintain a suitable installation environment for the Products;
 - c. Malfunctions resulting from the use of supplies with the Product not approved by NOVAtime; or
 - d. Any defect not communicated in writing to NOVAtime prior to the expiration of the Warranty Period.No representation or other affirmation of fact including, but not limited to, statements regarding capacity, suitability for use or performance of the Products shall be or deemed to be a warranty or representation by NOVAtime for any purpose or impose any liability or obligation of NOVAtime whatsoever. Further, this Warranty does not cover or apply to batteries, bar code wands, bulbs, distribution boxes, light bulbs, or third party software contained in, or associated with, the Products. Said items are provided by NOVAtime to Customer "AS IS" without any condition or warranty.
8. Limitation on Liability. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE REGARDING THE PRODUCTS FURNISHED HEREUNDER. NOVATIME DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOVATIME OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S USE OF OR INABILITY TO USE, ANY PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT, EVEN IF NOVATIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE OR INTENTIONAL TORT. FURTHER, NOVATIME SHALL NOT BE LIABLE FOR CUSTOMER'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, OR FOR EXEMPLARY DAMAGES. IN ADDITION, NOVATIME SHALL NOT BE RESPONSIBLE FOR ANY OBSOLESCENCE OF THE PRODUCTS OR THE SOURCE CODE OF THE SOFTWARE THAT MAY RESULT FROM CHANGES IN CUSTOMER'S REQUIREMENTS OR FEDERAL, STATE OR LOCAL LAW. CUSTOMER'S SOLE REMEDY FOR LIABILITY OF ANY KIND INCLUDING NEGLIGENCE AND BREACH OF THIS AGREEMENT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT AND THE NOVATIME PRODUCTS, ITEMS OR SERVICES SOLD HEREUNDER, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN PARAGRAPH 7 ABOVE.

Article II – Software License

C. 1

RFP #10-06 NOVAtime Technology, Inc.

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1. Software License. In consideration of the payment of the Purchase Price, NOVAtime hereby grants to Customer a nonexclusive, nontransferable limited license to use the Software (the "License"). If the Software purchased hereunder is embedded in the Hardware, or designed for installation on a central processing unit, Customer may not use such Software in connection with more than the number of employees set forth by NOVAtime on page 1 of this Agreement. If the Software is designed for installation on individual computers, the Software may not be installed on more than the number of computers set forth by NOVAtime on page 1 of this Agreement. Customer acknowledges such Software may not be used in connection with a greater number of employees or on a greater number of computers without first paying additional fees at NOVAtime's then current rates.
2. Prohibited Acts and Uses. Customer may not use the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized herein. Specifically, without limitation, Customer may not copy, export, publish, disclose to third parties, change, modify, alter, or enhance the Software or the source code therefore, and may not reverse engineer or decompile the binary code for the Software. Also, Customer may not copy any written materials (e.g., user documentation) provided with the Software without the prior approval of NOVAtime. In addition, Customer may not sell, donate, transfer, assign, sublicense or distribute the Software, or any trade secrets embodied therein, or any derivations or adaptations thereof. In the event any Software purchased hereunder is separate from the Hardware, Customer agrees that it will not use such Software to process data for third parties or in a service bureau environment.
3. Additional Restrictions Relating to Third Party Software. Except as expressly permitted by this License, Customer may not modify or translate any third party software contained in, or associated with, the Products, except as necessary to configure the third party software using the menus, options and tools provided for such purposes and contained in the third party software. Further, the prohibited acts and uses set forth in paragraph 2 above apply to Customer's use of the third party software.
4. Proprietary Protection of Software. Customer acknowledges that NOVAtime is the sole and exclusive owner of all right, title, and interest in and to the NOVAtime Software, the source code for the NOVAtime Software, and any NOVAtime user documentation. Customer acknowledges that the third party developers are the sole and exclusive owners of all right, title, and interest in and to the third party software, the source code for the third party software, and any third party user documentation.
5. Other.
 - a. If Customer violates Article II, NOVAtime, at its discretion, may automatically and immediately terminate Customer's license.
 - b. The Software (and any copies) is protected by United States copyright and patent laws and international treaty provisions.
 - c. The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.
 - d. During the term of this License and for 3 years after termination of the License, Customer shall maintain complete records regarding Customer's use of the Software. Upon reasonable notice to Customer, NOVAtime and/or a third party developer may audit, at NOVAtime's or the third party developer's expense (as applicable), Customer's books and records to determine Customer's compliance hereunder. Third party developers and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License is therefore enforceable by third party developers and their suppliers, in addition to NOVAtime.
 - e. Customer shall comply with all laws and regulations applicable to the Software, including export, re-export and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer does not contravene such laws or regulations.

Article III– Software Support

1. Services Provided by NOVAtime. Provided that Customer has paid the required fee for Software support, NOVAtime shall provide the following support services in connection with all Software components of the Products purchased hereunder for a period of 1 year following the Warranty Period:
 - a. Unlimited telephone support for Operators and the Corporate System Administrator of Customer is provided through our Premium Support option 24 hours a day, 7 days a week.
 - b. On-line support during normal business hours (Customer is required to have Internet Access).
 - c. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
2. Customer Obligation. Customer agrees to provide to NOVAtime direct access to the NOVAtime database and related application(s) upon notification from NOVAtime that such access is necessary. Customer also agrees to provide server and operating environment that meet or exceed NOVAtime's minimum required operating configuration(s).
3. Limitation on Support Obligation. This Article III shall not cover, and NOVAtime's support obligations shall not apply to, problems resulting from:
 - a. Fire, flood, or other catastrophe, accident, neglect, misuse or negligence;
 - b. Modification of the Product(s) by Customer or any third party;
 - c. Computer hardware failure;
 - d. Custom software modifications; or
 - e. Any problem for which a Customer has not paid the Software support fee prior to the occurrence of such problem.
4. Renewal Option. NOVAtime shall continue to provide the Software support services described in this Article III and Customer shall pay for such services at the rate and time duration as listed on Page 1 of this Agreement for the Products being supported, for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the last year of software support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services.

Article IV – Hardware Maintenance

1. Services Provided by NOVAtime. Provided that Customer has paid the fee for hardware maintenance services and depending on the plan selected by Customer (i.e., "Gold Plan" or "Bronze Plan"), NOVAtime shall provide to Customer the services described in this Article IV, at no additional cost to Customer, in connection with all Hardware components of the Products purchased hereunder for a period of 1 year following the Warranty Period. Upon notification by Customer of any failure of a Hardware component of a Product during the 1 year period following the expiration of the Warranty Period, NOVAtime will repair or replace such Hardware in accordance with the procedure set forth herein. Upon such notification, NOVAtime shall issue return authorization to Customer, if

required. NOVAtime will provide all parts necessary to repair the Hardware (excluding batteries, bar code wands, bell relays, power supplies, or distribution boxes), as well as the services and labor, at no charge to Customer. NOVAtime Technology, Inc. shall ship, at its own expense, the Hardware to be repaired to: NOVAtime Technology, Inc. 1255 Corporate Center Drive, Monterey Park, CA 91754.

2. Replacement/Loaner Equipment. A Customer who is a "Gold Plan" participant will have replacement or loaner equipment that is configured for Customer's installation ("Loaner Equipment") shipped to Customer within 1 day of Customer's notification (if received by NOVAtime prior to 1:00 Pacific Time) pursuant to paragraph 1 above for Customer's use during the period that the Hardware is being serviced by NOVAtime. Upon receipt of the Loaner Equipment, Customer shall ship the Hardware to be repaired to NOVAtime. A Customer who is a "Bronze Plan" participant shall not be entitled to receive Loaner Equipment from NOVAtime. NOVAtime shall return the repaired Hardware Product to such Customer as soon as repairs are completed, at no charge to Customer. Customer acknowledges that there is no guaranteed turnaround time for repairs made under either plan.
3. Repair / Catastrophic Damage. Upon receipt of the Hardware to be repaired from a Customer who is a "Gold Plan" participant, and unless the damage to the Hardware is considered catastrophic, NOVAtime shall repair the Hardware and return it to Customer, at which time Customer shall (if applicable) ship the Loaner Equipment back to NOVAtime, at NOVAtime's cost. However, if NOVAtime considers the damage to the Hardware to be catastrophic, NOVAtime reserves the right to permanently replace the Hardware with the Loaner Equipment. If NOVAtime determines that a "Bronze Plan" participant's Hardware has catastrophic damage, Customer will be notified and given the opportunity to purchase a new piece of Hardware.
4. Limitation on Maintenance Obligation. This Article IV shall not cover Hardware failures resulting from fire, flood, lightning or other catastrophe, accident, neglect, theft, intentional act, misuse or negligence. Further, this Article IV shall not cover Hardware failures resulting from modification or misuse of the Hardware by the Customer or any third party.
5. Renewal Option. NOVAtime shall continue to provide the hardware maintenance services described in this Article V and Customer shall pay for such services at NOVAtime's then-current list prices for such maintenance services for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the initial year of Hardware support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services. Customer may upgrade its Hardware support to the "Gold Plan" upon notice to NOVAtime more than 30 days prior to any such anniversary date, provided that the increased benefits shall apply only to damage occurring after such anniversary date.

Article V- Training

1. Required Training. Within 10 days after the Installation Date, NOVAtime shall provide training in the basic day-to-day operation and maintenance of the Products to the Customer on the terms and conditions described in this paragraph 1. NOVAtime shall determine the training curriculum in its exclusive discretion. Representatives of NOVAtime shall provide the training at Customer's facilities. Customer shall be responsible for making available facilities and equipment sufficient, in NOVAtime's reasonable discretion, for the training.
 - i. 1 Corporate System Administrator designated by the Customer who shall be responsible for supervising the smooth operation of the Products (including database maintenance and establishment of backup procedures); and
 - ii. Other employees who will be operating the Product on a regular basis (the "Operators").Customer is responsible for selecting Operators who are qualified to operate the Products on Customer's equipment. NOVAtime reserves the right to refuse assistance, or to charge additional fees, if an Operator seeks assistance on basic background information or any other matters not directly related to the operation of the Product or the training to be provided pursuant to this Article V.
2. Optional Training. At Customer's request, and at such time as NOVAtime and Customer shall mutually agree, NOVAtime will provide additional training to employees or agents of Customer at no additional charge.

Article VI - Miscellaneous

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Modification. No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.
3. Notice. Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by Certified Mail, Return Receipt Requested, with proper postage affixed.
4. Invalidity. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any Court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
5. Entire Agreement. This Agreement, along with the attached Proposal is the complete statement of NOVAtime's obligations and responsibilities to Customer and supersedes any other representation or communication by or on behalf of NOVAtime regarding this subject matter.
6. Attorneys' Fees. In the event any litigation or arbitration between the parties arises out of or results in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and expenses, including appellate proceedings or post-judgment collection proceedings.
7. Currency. All monetary amounts referenced herein are U.S. Dollars.
8. Jurisdiction & Venue. The parties hereto submit to the jurisdiction of California courts and federal courts located in California. The parties agree that exclusive venue for any suit concerning this Agreement shall be Los Angeles County, CA.

This Addendum to NOVAtime Agreement (this "Addendum") is entered into as of _____ by and between NOVAtime Technology Inc. and Fayetteville, AR ("Customer") and amends the NOVAtime Agreement entered into by and between NOVAtime and Customer dated _____. Except as expressly set forth herein, the NOVAtime Agreement remains in full force and effect without amendment or modification.

Article I, Number 2, Terms of Payment, shall now read:

50% deposit (\$59,741.60) due upon execution of agreement

25% of the contract value (\$29,870.80) due 90 days from contract signature due Net 30 from invoice

Remaining 25% of the contract value (\$29,870.80) due 180 days from contract signature

Shipping, handling, applicable taxes will be billed separately

Add-on orders shipped and invoiced net 30 upon receipt of signed order

Article I, Number 3, Title and Delivery

FOB City of Fayetteville

Article III-Software Support:

Add: "NOVAtime guarantees a thirty (30) minute response time for Customer phone calls to our Client Support Team. Should Customer's dedicated support representative (or another NOVAtime Client Support Team member) not return Customer's call to begin resolution within thirty (30) minutes, NOVAtime will issue a credit for the current month's annual maintenance fee. In no case shall NOVAtime credit more than one month's annual maintenance fee in any given month".

Article VI – Miscellaneous

Add: Number 9:

"NOVAtime guarantees that it will not be acquired by a competitor. In the event that NOVAtime is acquired by a competitor Customer, at its sole discretion, may choose to discontinue use of the Products (including Hardware and Software) and return all Products for a full refund of the Purchase Price. NOVAtime will notify Customer of any such Acquisition within 30 days of the Acquisition. Customer must notify NOVAtime of Customer's intent to return the Products for refund within 30 days of NOVAtime's notification. Customer must return Products within 12 months of the notification from NOVAtime".

Number 1 and Number 8 is amended by Governing Law, Jurisdiction and Venue.

"The parties agree to submit to the exclusive jurisdiction of the courts in Washington County, AR. The Agreement shall be governed by the law of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Addendum to NOVAtime Agreement effective as of the date first set forth above.

NOVAtime Technology Inc.

By: Name: Eric SuTitle: Director, Operations

CUSTOMER

By: _____

Name: _____

Title: _____





Appendix A
RFP #10-06 NOVAtime Technology, Inc.
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No Signature Required
- Informational only

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8289

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 10-06, Employee Time & Attendance System

DEADLINE: Friday, April 02, at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, March 10, 2010

REQUEST FOR PROPOSAL **RFP 10-06, EMPLOYEE TIME & ATTENDANCE SYSTEM**

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-06, Employee Time & Attendance System" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 10-06, Employee Time & Attendance System
Advertisement

The City of Fayetteville, Arkansas, invites qualified vendors to submit responses to its Request for Proposal (RFP) to furnish an Employee Time and Attendance System. Proposals are to include: 1) Pricing for a one time purchase of a turn key software package; and 2) pricing for a renewable maintenance, support and upgrade contract.

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Friday, April 02, 2010 at 2:00 PM**, Central Standard Time. No late proposals shall be accepted.

Proposal forms may be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the RFP process should be directed to Andrea Foren at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposers shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Ark. Code Annotated 22-9-203, the City of Fayetteville encourages all qualified small, minority and women business enterprises to propose and receives contracts for goods, services, and construction. Also, City of Fayetteville encourages all prospective Proposers to subcontract portions of their contract to qualified small, minority, and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB

Title: Purchasing Agent

Ad date: 03/10/2010

City of Fayetteville, AR
RFP 10-06, Employee Time & Attendance System
Page 2 of 21

City of Fayetteville
RFP 10-06, Employee Time & Attendance System
Terms and Conditions

1. All proposals shall be submitted in a sealed envelope and must be submitted on forms required by the City of Fayetteville Purchasing website (www.accessfayetteville.org). Proposals with missing pages or missing any requested attachment are subject to being deemed incomplete.
2. The project number shall be stated on the face of the sealed envelope.
3. Proposals received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all proposals, waive formalities, and make an award deemed to be in the best interest of the City.
5. Proposer is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
6. All products and services delivered shall comply with applicable standards of quality.
7. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
8. Each Proposer should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
9. When applicable, a copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
10. Proposers must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
11. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
12. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
13. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

14. Proposals must be received by mail or hand delivery in the ***Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701***, on or before the time of closing listed on the face of these proposal documents. **No bids shall be accepted via e-mail or fax.**
15. The City will not be responsible for misdirected bids. Vendors should call the Purchasing Office at (479) 575-8220 to ensure receipt of their bid documents prior to opening time and date listed on the bid form.
16. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
17. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
18. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
19. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
20. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
21. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**
22. Awarded vendor shall submit invoices regularly. Payment terms shall be net 30 from date of invoice.
23. All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.
24. Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.

25. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
26. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
27. *****All Proposers are required to submit fifteen (15) originals of the proposal. In addition, one (1) electronic copy of all submitted documents shall be submitted on a properly labeled CD. The use of Adobe (PDF) is highly recommended but not mandatory. All electronic copies shall be compatible with Adobe and Microsoft Windows applications.**
28. The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services required. Failure to examine these areas will not relieve the successful Proposer of his obligation to furnish all deliverables and services necessary to carry out the provisions of the contract.
29. The City of Fayetteville will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
30. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
31. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
32. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
33. Attachment A – "City of Fayetteville Policy and Procedure HR-09: Timesheets, Hours of Work, and Absences" is hereby made part of this RFP. Solutions proposed by vendors shall support this policy.

City of Fayetteville
RFP 10-06, Employee Time & Attendance System
Scope of Services and General Information

1.0 Goals

The City of Fayetteville, Arkansas, hereinafter referred to as "City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to assist the City in implementing Employee Time and Attendance System, including but not limited to software, service, equipment, and technical support.

2.0 Scope of Work & Requirements

The City of Fayetteville, Arkansas is located in northwest Arkansas and serves a population of approximately 67,000. The City operates under a Mayor-Council form of government. The City employs approximately 750 full-time and part-time employees. Approximately 223 of these employees are uniform employees who are subject special rules which include 7K, unique shifts, and shift trades. Employees are paid on a bi-weekly basis, and are considered either hourly or salaried. Several different work schedules are utilized depending on the department. Overtime is accrued in accordance the Fair Labor Standards Act, including the higher thresholds permitted for public safety employees, and as otherwise permitted through City policy. Employees report to work at a large number of facilities scattered throughout the City or upon otherwise going into service (e.g. on-call response from home).

Currently the City is using manual paper time sheets to compile hours worked for its current payroll system. Recognizing the benefits available from using a comprehensive, fully integrated time & attendance labor management system, the City seeks to invest in a system to manage our time & attendance and to improve the accuracy and timeliness of the payroll process. The City currently utilizes New World Systems, Inc. Payroll/HR software that resides on an AS/400 iSeries system platform.

The City desires to implement a Time and Attendance application from a vendor that has related companion products or modules that could be implemented at a future date such as Applicant Tracking and other HR and/or Payroll functions.

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected consultant shall provide, as a minimum, software, services, equipment, and personnel necessary to perform the following:

REQUIREMENTS

2.1 Network Environment:

The network for the City of Fayetteville is a mixed LAN/WAN environment. There is a central location connecting multiple remote locations. Each of the remote locations is connected to the central location via fiber or one or more T1s. Each workstation is connected to their LAN via a 100Mb switched Ethernet connection. The Ethernet switches are connected together via fiber

optic connections. Firewalls are used where applicable for all connections to outside services, organizations, etc.

- 2.1.1 State the ability of your proposed solution to operate in this network environment and identify any possible impact(s) this network environment may have upon your solution.
- 2.1.2 State whether the proposed solution is offered as a hosted solution.

2.2 Server/Services

State the ability of your proposed solution to interoperate in the following server/services environment and identify any possible impact(s) this environment may have to your solution.

- 2.2.1 The City maintains Centralized Servers/Services
- 2.2.2 Systems Management Services
- 2.2.3 VMWare Virtual Servers
- 2.2.4 Windows Domain Services
- 2.2.5 Windows 2003 Active Directory Domain structures.
- 2.2.6 Windows 2000 and 2003 Server Operating Systems

2.3 Database Systems

State the ability of your proposed solution to operate in the following operating environment and identify any possible impact(s) this environment may have to your solution.

- 2.3.1 The system shall be designed to be SQL based, client/server, which pushes processing to the central server to minimize impact on the wide area network.
- 2.3.2 It is assumed that the specific server requirements for this system will be determined by the software system requirements, with choices limited to Windows 2003 Server or Red Hat Linux. Proposer shall provide specifications for required Server(s).
- 2.3.3 Microsoft SQL Server 2005 or greater is our preferred database.
- 2.3.4 The database must follow open database standards.
- 2.3.5 No intermediate or proprietary databases used.
- 2.3.6 Can the solution scale to support all employees on a single database? Please provide testing results that demonstrate this scalability.

2.4 Web Servers

Current web servers are Windows IIS and Red Hat Linux running the Apache web engine.

- 2.4.1 State whether your proposed solution is Web-based with time, attendance, leave, and scheduling information on a single, centralized database.
- 2.4.2 State whether your offering is capable of operating in the City's web server environment. Also, please identify any possible impact(s) that the use of this offering may have to your solution.

2.5 Workstations and User Interface

State the ability of your proposed solution to meet the following User Interface requirements and identify any possible impact(s) these requirements may have to your solution.

- 2.5.1 Workstations: We currently have deployed Windows 2000 Professional and Windows XP Professional with Microsoft Office XP, Novell GroupWise, anti-virus, and clients for all system management tools.
- 2.5.2 End users *do not* have any administrative rights in this environment to networked servers or on local workstations. Users are not granted any specific access privileges on the local workstation other than as a standard Windows Power user. Please define any special or unique rights or privileges your solution would require.
- 2.5.3 The application shall run natively as a 32-bit application.
- 2.5.4 The application shall be intuitive and easy to learn.
- 2.5.5 The application shall have context sensitive, customizable on-line help.
- 2.5.6 The application shall use a GUI that is industry-standard and complies with guidelines published in Microsoft's User Interface Style Guide. Items and buttons in toolbars and menus should gray out when unavailable.
- 2.5.7 The application shall be able to handle multiple date formats for input and output, with intelligent fields.
- 2.5.8 Searches shall not be case sensitive and shall be capable of being canceled while in progress.
- 2.5.9 The application shall support both 12 and 24 hour clock modes.
- 2.5.10 The application shall support "Key Once" data entry, no duplication of effort or repetitive activities.
- 2.5.11 The required minimum specifications are for the purpose of describing and establishing general quality levels and are not intended to be restrictive. The proposed system shall be considered for any brand/products which meets or exceed the quality of specifications listed and are deemed acceptable by the City of Fayetteville.

2.6 Hardware Requirements for Proposed Solution

- 2.6.1 Please describe the proposed hardware infrastructure (servers, services, workstations, applications, licenses etc.) required to support your proposed solution.
- 2.6.2 Please identify the minimum and recommended hardware requirements for each server identified in the previous paragraph.
- 2.6.3 Please identify the minimum and recommended hardware requirements for each workstation which will access the services provided by the proposed solution.

2.7 PERFORMANCE

- 2.7.1 Define the performance specifications that your proposed solution was designed to meet for each of the following actions:
 - 2.7.2 Time to store information.
 - 2.7.3 Time to change pages.
 - 2.7.4 Time to retrieve search results.
 - 2.7.5 Time to generate and print simple reports.
 - 2.7.6 Time to generate and print complex reports.
 - 2.7.7 Explicitly define the network and hardware configuration upon which these estimates were derived.

2.8 TRAINING/TUTORIAL & CUSTOMER SERVICE

- 2.8.1 List and describe any additional types of training (those that are not included in your proposal) that your company can provide to train users, administrators, and support engineers. Include your estimated fee schedule and the location for each type of training.

- 2.8.2 Describe the training methodologies you propose to use to meet the City's training needs and any training practices that make this approach the best choice for the City.
- 2.8.3 Many systems employ on-line help systems to assist user. Some even include an on-line tutorial to train users by walking them through the events necessary to accomplish a specific task.
- 2.8.4 Does your system have an on-line tutorial available?
- 2.8.5 If so, is it capable of running the system live against sample data?
- 2.8.6 If training is to be provided as part of this project, enclose the current credentials for the resource(s) who shall provide this service and describe the quality assurance processes you employ to ensure that the training provided meets yours and the customer's expectations. If written, recorded or on-line training materials are to be used, enclose samples of these training materials.
- 2.8.7 If there is an issue with the training, the training materials, the instructors, or methodologies employed, identify the procedures to escalate any such issue and please define the expected response time to get these issues resolved?
- 2.8.8 Please provide, as an attachment to your proposal, 3-5 references for the training services proposed in your solution in an environment similar to ours.
- 2.8.9 Do you host or sponsor events that help foster communication of best practices between customers (i.e. Annual Customer Conferences, monthly newsletters, locally sponsored speakers, message boards, blogs, etc.)?
- 2.8.10 Do you have established programs for soliciting and incorporating customer input into its products and services? Describe.
- 2.8.11 Do you host a customer website for product support, training, and other customer communications? Please describe the services offered through your website.

2.9 SECURITY

State the ability of your proposed solution to meet the following security requirements and identify any possible impact(s) these requirements may have to your solution.

- 2.9.1 Access is granted with user name / password combination.
- 2.9.2 Does the Username/Password process support single sign-on for Active Directory?
- 2.9.3 Users are assigned to groups which are granted access to "their" assets.
- 2.9.4 Group Administrators can define what access a user / group has if any (read only, read write, delete, no access).
- 2.9.5 Users and Group Administrators can change their passwords at any time.
- 2.9.6 Passwords are stored encrypted on the server, not the workstation.
- 2.9.7 Inactivity locks screen and can log out the user after predefined times.
- 2.9.8 System must track by user all changes and updates

2.10 Demonstration/Trial

It is anticipated that a review of the proposals received will result in the selection of 2-3 candidates to provide a demonstration and/or trial of their proposed software using a very small subset of our existing data in LAN and WAN configurations. A final decision will be made following these demonstration/trials.

2.10.1 Demonstration/Trial

Submit a detailed list of minimum server/system requirements with your RFP response so that, in the event your proposal is selected for this demonstration and or trial, we can prepare clean lab systems ready to accept your software installation.

2.11 Feature/Functionality/Capabilities Requirements

- 2.11.1 System must be able to differentiate part time from full time employees.
- 2.11.2 System must be able to report on hours worked vs. expected hours.
- 2.11.3 System must be able to help manage and/or limit hours worked by part time and or seasonal employees.
- 2.11.4 System must be able to calculate overtime.
- 2.11.5 System must be able to attach comments to transactions in the employee time cards and be able to report by those comments.
- 2.11.6 System must utilize industry standard reporting tools.
- 2.11.7 System must be able to link to and from other sites.
- 2.11.8 System must be able to serve as or in a portal environment.
- 2.11.9 System must create a complete audit trail that is easily accessible.
- 2.11.10 System must track employee timecard transactions to the IP address level.
- 2.11.11 System must be capable of calculating and/or displaying accrual balances.
- 2.11.12 System must be capable of enforcing accrual balances and accrual taking policies.
- 2.11.13 System must have an integrated scheduling component that allows for both group and individual schedules.
- 2.11.14 System must have an integrated scheduling tool that is capable of "carrying forward" an employee schedule into the future.
- 2.11.15 System must have an integrated scheduling tool that allows for input of non worked time (vacation, PTO, etc.) in advance (up to one year) that will automatically consider the future non worked time in balances reported currently and enforce those balances accordingly.
- 2.11.16 System must have an integrated scheduling tool that will take non worked time (vacation, PTO, etc.) that is scheduled into the future and will populate the employee's timecard automatically.
- 2.11.17 System must have ability to run reports on demand.
- 2.11.18 System must have ability to deliver reports in various formats (Adobe Acrobat Reader, MS Word, Excel, Open Office, etc.)
- 2.11.19 System must have the ability to schedule reports to run automatically.
- 2.11.20 System must have the ability to view reports on screen through browser plug-ins.
- 2.11.21 System must have the ability to email reports.
- 2.11.22 System must have the ability to send out notification emails/reminders on a scheduled basis.
- 2.11.23 System must be able to be customized in terms of the information and images displayed at logon screen.
- 2.11.24 System must use role based administration.
- 2.11.25 System must be able to be customized in terms of the information and content displayed for each user, or group of users once they log in.
- 2.11.26 System must have "drill down" capabilities to quickly access employee timecards and schedules.
- 2.11.27 System must allow for employee self service capabilities in relation to the employees own time cards, accrual balances, reports.
- 2.11.28 System must be capable of receiving data from multiple sources via interfaces, etc.
- 2.11.29 System must be capable of utilizing several different types and combinations of data collection devices.
- 2.11.30 System must utilize exception based management of time cards.
- 2.11.31 System must utilize a centralized server time for transactions or punches occurring through a browser.
- 2.11.32 System must maintain history "on-line" for access and use for a period of five to seven years.

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- 2.11.33 System must be able to look up or query data and input, edit, and report based on a range of dates.
- 2.11.34 System must allow department or division management or delegated personnel to access the system to create and maintain schedules through a browser.
- 2.11.35 System must allow department or division management or delegated personnel to access the system to edit and manage employee time cards through a browser.
- 2.11.36 System must provide the ability for an employee to acknowledge their time card if a change has been made.
- 2.11.37 System must provide the ability for a supervisor to submit modified time cards without employees acknowledgement with justification signoff.
- 2.11.38 System must provide an electronic signature for supervisors to approve time cards that will be sent to the payroll system when there are no errors and/or warnings as defined by the system administrator.
- 2.11.39 System must allow department or division management or delegated personnel to access the system to review and/or manage employee accrual balances.
- 2.11.40 System must allow department or division management or delegated personnel to access the system and work with their own individual branch employees rather than having to run a query, sort, or scroll through global system employees to find them.
- 2.11.41 System must allow global access to certain individuals to be able to manage time and labor centrally.
- 2.11.42 System must allow global access to certain individuals to be able to report on time and labor centrally.
- 2.11.43 System must allow global access to certain individuals to be able to view, sort, filter, or query by individual demographic information, or by City department or division, etc.
- 2.11.44 System must allow for edits for groups of employees
- 2.11.45 System must allow for use of effective dates for reassignment of employees to different branches, different schedules, or for activation, deactivations, or termination of employees.
- 2.11.46 System must allow for at least ten custom fields.
- 2.11.47 System must allow for storing employee contact information to include but not be limited to home address, phone numbers (up to three), and email address.
- 2.11.48 Can the solution scale to support all employees on a single database? Please provide testing results that demonstrate this scalability.
- 2.11.49 System must track hours an employee has worked toward the hours required for FMLA eligibility.
- 2.11.50 System must track FMLA leave concurrently with other types of leave (i.e. state mandated leave, company medical leave, short-term disability, long-term disability)
- 2.11.51 Help determine whether an employee's request for leave is an FMLA qualifying event.
- 2.11.52 System must notify supervisors when an employee has exhausted their available leave.
- 2.11.53 System must validate that leave codes are generated and transmitted to payroll to ensure accurate pay while an employee is on leave.
- 2.11.54 Can employees generate their own leave of absence request online?
- 2.11.55 Can the system provide the ability for supervisors to approve leave as entered by employee?
- 2.11.56 System must enforce a probation period for multiple leave types.
- 2.11.57 System must enforce leave balances at time of request.
- 2.11.58 System must provide the ability for supervisors to approve all requests and transactions.

2.12 Ease of use

- 2.12.1 System must utilize standard web design and navigation, with links and buttons to move from screen to screen or to "drill down" to data.
- 2.12.2 System must utilize a familiar user interface whenever possible, for example, a spread sheet look and feel for scheduling, etc.
- 2.12.3 System must present the user or group of users with the most pertinent view/content upon logon without forcing the user or group of users to run a report or query.
- 2.12.4 System must be simple enough for employees of all levels to use.
- 2.12.5 Is the proposed solution a 100% configurable, consumer off-the-shelf (COTS) software solution? (i.e. does not rely on custom code and stored procedures)
- 2.12.6 Is the time, attendance, leave, and scheduling software integrated and produced by a single vendor?
- 2.12.7 Can City personnel configure FLSA law changes in the software without incurring external consulting hours?
- 2.12.8 Can City personnel configure to any changing local, state, or federal laws without incurring external consulting hours?

2.13 Vendor/Supplier Risk and Support Requirements

- 2.13.1 In order to assure continuing support and longevity of the proposed time and labor management solution, there must NOT be a policy of forced upgrades, or elimination of support for this system. In other words, "sun setting" of products must not be a standard policy for the vendor/supplier of this solution.
- 2.13.2 If the Vendor/Supplier pricing model is based on number of employees using the system, then the pricing that adjusts to the number of individual employees using the system must be adjusted on a monthly basis, and includes all expenses with the exclusion of implementation fees rather than with licensing tiers.
- 2.13.3 The City of Fayetteville places great importance on employee training and uses a train the trainer approach for new systems. Initial training for administrators and trainers must be included in the cost of the time and labor management system.
- 2.13.4 Do you have a demonstrated history of profitability and market support?

2.14 DATA CONVERSION/INTEGRATION

- 2.14.1 Please identify your plans for converting and importing the existing data into your proposed solution's database(s).
- 2.14.2 Define your capability to convert and import existing data. If a third party will be employed to perform the conversion, define the capability of the third party to convert and import the existing data and define how you plan to manage the third party.
- 2.14.3 Identify the name and purpose of all tools required to convert the existing data and migrate the converted information to the new system.
- 2.14.4 Describe how your proposed tools are used to accomplish the conversion/migration.
- 2.14.5 Describe how the proposed system will export/integrate data to the City's payroll system.

2.15 WORK PLAN AND PROJECT MANAGEMENT

- 2.15.1 Please enclose a copy of your plan of work to accomplish the activities required to achieve the goals of this RFP. Ensure that the plan covers not just the activities, but also the anticipated time frames (both calendar and work time) for each activity and the number and types of resources required (both City and vendor). Include a summary description of the plan.

- 2.15.2 Briefly, identify and describe your standard project management methodologies and best practices (including, but not limited to, such processes as change management, quality assurance, and risk management) as you propose to apply them to this project.
- 2.15.3 Enclose the current credentials for your resource(s) who shall manage this project and describe the processes/activities your company employs to ensure that the assigned resource(s) are able to provide quality project management to your client.
- 2.15.4 If there is an issue with the project plan, its management, the resources assigned, its execution, or any other issues that may come up, etc., what are your escalation procedures to get these issues resolved?

2.16 IMPLEMENTATION SUPPORT

- 2.16.1 List and describe all of the various types of implementation support (including those you may have already mentioned previously in your response to this proposal) that your company can provide to assist with or fully perform the implementation of the Time & Attendance Labor Management System components, convert and import the existing data, and train users, administrators, and support engineers. Include an estimated fee schedule for each such type of implementation support.
- 2.16.2 Section 2.16 requested a plan to implement the proposed solution based upon the requirements of this RFP. If there is an alternative method to implement this solution which makes more sense, please describe your alternative implementation plan and support your recommendation with the appropriate implementation best practices for your products.
- 2.16.3 If there is an issue with the implementation of this project, what are your escalation procedures to get these issues resolved?
- 2.16.4 Please provide 3-5 references for the implementation services proposed to implement your solution in an environment similar to ours.

2.17 WARRANTIES AND SUPPORT/MAINTENANCE CONTRACT

- 2.17.1 Please detail the warranties (expressed or implied) provided as a result of the purchase of the time & attendance labor management system.
- 2.17.2 Please list and describe the various support and maintenance contract(s) your company offers, indicate which contract(s) you recommend we should select and why this recommendation is better than the other contract(s) offered. For example, since the City has a resident staff of experienced IT professionals, is there a support contract offered which allows these experienced IT professionals to directly access peers in your technical support organization?
- 2.17.3 List the hours of availability for each level and type of technical support available (i.e. Level I support, Level II support, engineering support, etc.). If after hours support is required, how is that obtained? Is that part of the normal service contract(s)?
- 2.17.4 In order to minimize the number of calls to your support center to check on the status of an issue, does your company offer an on-line ability to initiate and track incidents? If so, list the hours that online (Internet) reporting and tracking of incidents are available and the frequency the on-line data is updated.
- 2.17.5 In the event we believe that an incident is not being resolved quickly enough or the solutions provided are not working, please describe any automatic escalations that may occur and what options we the customer have to escalate an incident to a higher level of support?
- 2.17.6 What is the first call closure rate for support calls?
- 2.17.7 What is the upgrade policy for systems under contract?

- 2.17.8 Please define the estimated number of man-hours the City will need to allocate annually in the following categories as a result of implementing your proposed solution.
- Desktop Application Installation and Support
 - Application Server Maintenance and Support
 - Database Server Maintenance and Support
 - User Administration

12.18 SOFTWARE LICENSE

- 2.18.1 Various companies use similar and different terms to define the licensing of their software licensing (per seat, CAL, per server, per location, etc.). Please describe the terms you use for licensing your software and explain your licensing structure as it applies to the proposed solution. Also, include what the licensing impact might be if the City found it necessary to add any or all of the following: an additional database server, an additional application server, an additional web server, or more individual clients (web or direct).
- 2.18.2 Data Backup: The software use license must allow for the City to use its standard backup and archive rotation methods. Complete system backups are made weekly. Incremental backups are made every night. Full database backups are made daily and incremental database backups are made hourly.
- 2.18.3 License Revocation: If for any reason the license to use the software is revoked the City shall stop using it for daily operations. However, the City shall retain the right to run any applications necessary to access existing data including, if necessary, the application whose license has been revoked.
- 2.18.4 Terms of software license and support/maintenance contracts shall be interpreted under the laws of Arkansas and any court or arbitration action shall proceed in venues located in Fayetteville, Arkansas (unless mutually agreed otherwise at that time). Any arbitration shall be conducted under the laws of the State of Arkansas.

2.19 ESCROW OF SOURCE CODE

The City desires to understand what options are available to it in the event that the company which provides and/or developed the proposed solution becomes insolvent and which products or services are not picked up by another company, or if the company stops supporting their solution altogether.

- 2.19.1 Do you offer any capabilities or opportunities to place into escrow any and/or all source code for the proposed solution which would be turned over to the City in the event of the above conditions?
- 2.19.2 If the answer 2.19.1 is "Yes", describe these escrow capabilities or opportunities and identify any and all costs associated for these services.

2.20 OTHER ITEMS

Proposers may propose to provide additional services/products to the City which the proposer believes will be of value to the City. Further, should a feature of the proposed solution exceed the stated required capability, these exceptional capabilities should be identified. These additional services and capabilities shall be considered by the City in the evaluation of the proposals if their benefit can be quantified or defined. Proposers are encouraged to consider technological changes and propose any new services/products that would benefit the system.

Include all costs associated with each such additional service or product and the benefits/value of the additional services/products.

Please identify each additional service or product as separate sub-paragraphs to this section.

3.0 Collections Devices

The exact number and types of collection devices will be determined through negotiations with the selected software vendor. Collection devices will be purchased from the most cost effective source to the City. Vendors should provide a listing of all available collection devices with pricing options on a per unit basis.

- 3.10 List all types and per unit costs of collection devices that are compatible with the proposed system.

4.0 Term of Contract

The initial term of the consultant contract shall be for a period of one (1) year from the date of signed contract. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for no more than four (4) additional years.

The contract may be terminated by either party by giving the other party written notice of such intent not less than thirty (30) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

4.0 General Conditions

4.1 Legal Compliance

Each Proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction. The terms and provisions of this request for proposal and any resulting contract shall be construed in accordance with the laws of the State of Arkansas, and any and all litigation or actions commenced in connection with this RFP or contracts resulting from this RFP shall be instituted in the appropriate courts in the State of Arkansas.

4.2 Proposer's Insurance

The consultant must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, & Automobile Liability. Evidence of such coverage is not required to be submitted as part of proposal and will be requested after a valid contract is in place.

4.3 Approval of Agent

The City reserves the right to require the successful consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

4.4 Indemnification

The consultant, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the consultant's acts or omissions to third parties, and the consultant shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the consultant's breach of the terms or provisions of contract, or by any negligent act or omission of the consultant, its officers, agents, employees, or invitees, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both the consultant and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of the consultant and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.5 Freedom of Information Act:

City of Fayetteville contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

5.0 Proposal Format

5.1 Executive Summary

Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.

5.2 Structure of Proposal

The proposal itself shall be organized in the following format and informational sequence:

Part I – Business Organization, Experience, & Other Information (minimum requirements):

- (1) Provide resumes and information on the senior personnel who will be the City's contact and be dedicated to work with the City, including a description of their experience in providing these services and ability to build a successful relationship with the City's staff. Detail what percentage of each individual's time would be spent working on the City's account. Also, indicate what other accounts this individual will have.
- (2) Provide an organizational chart of the firm that includes all of the individuals who will be responsible for the City's account.
- (3) Firm's recent history including examples of types of services for other cities, counties or other government type entities.
- (4) A detailed description of similar work performed by the firm and its associates during the past five years.
- (5) Names, addresses, telephone numbers, and contact persons of **five** clients for whom the bidder has performed similar services during the past three years.
- (6) Listing of any past or current litigation and law suits (including outcome of each listed) filed against the submitting firm.
- (7) Description of the proposed method of doing work

Part II - Authorized Negotiator:

The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters. This should be submitted on the form provided for contact information. (See: Authorized Negotiator Information Form)

Part III - Cost Proposal:

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation for all equipment and services preferably should be quoted in aggregate as a flat annual fee as full remuneration for performing all services. If there are expenses which are considered reimbursable and are not included in the fixed fee, such expenses shall be fully identified and quantified.

Cost proposal shall include an itemized detail of total cost which considers both initial acquisition and ongoing operating costs.

6.0 Competitive Selection

Evaluation factors outlined in paragraph 7.0 shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful consultant. While the City reserves the right to interview any or all Proposers, award of a contract may be made

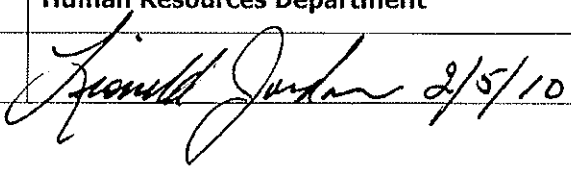
without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

7.0 Proposal Evaluation Factors

The evaluation criteria will have the following relative weighting given each item:

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.
- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. This evaluation factor includes equipment submitted as part of this proposal.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.
- 5) 15% **Price:** Complete pricing to the City for all services described herein. Vendors should provide a listing of all available collection devices with pricing options on a per unit basis.

CITY OF FAYETTEVILLE, ARKANSAS POLICY AND PROCEDURE

Subject:	Timesheets, Hours of Work, and Absences
Policy Number:	HR-09
Original Policy Date:	February 21, 1990
Effective Date of New/Revised Policy:	December 28, 2009
Revised Dates:	September 6, 2004; August 1, 2005
Custodian:	Human Resources Department
Mayor's Signature and Date	 2/5/10

HR-9.1 PURPOSE:

The purpose of this policy is to ensure that employees are paid properly for all time worked, that no improper deductions are made from employee paychecks, and to hold all employees accountable to the citizens for working the hours they are responsible for working.

HR-9.2 PROCEDURE:

1. Pay deductions:

Managers and timekeepers should never dock an employee's pay as punishment (or to repay a debt owed by the employee to the City, such as lost or broken City property) without first checking with Human Resources ("HR"). HR is responsible for making sure that any such pay deductions comply with the Fair Labor Standards Act ("FLSA"). The FLSA does not always permit pay docking.

If an employee believes that an improper deduction of any type has been made to his/her pay, the employee should immediately report this information to his/her direct supervisor, Division head, Department head, and/or Human Resources.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

2. Exempt and non-exempt classifications:

For purposes of this policy, exempt employees will be referred to as "salaried" and non-exempt employees will be referred to as "hourly". In some instances they will be treated differently under this policy, due to the legal requirements of the FLSA and other considerations.

3. Time Records:

It is very important to the City that all employees report their actual time worked accurately.

Who turns in time records:

All employees, salaried and hourly, should turn in their Standard Employee Time Sheet to the designated person in their Departments/Divisions. In addition, hourly employees should turn in the Scheduled Time Daily Work Log, and if necessary, the Non-Scheduled Miscellaneous Time form. An electronic time record is available on CityNet which will do all math and rounding calculations automatically. Employees with questions about calculating time worked should consult with their Department/Division's appointed Timekeeper.

How time is recorded on the timesheet: All employees are expected to record their actual hours worked on their time records. Hourly employees are expected to record their scheduled and non-scheduled beginning and ending work times and breaks. Salaried employees are expected to record a total of the daily hours worked.

Work performed according to the employee's regular schedule: For work performed during an employee's regularly scheduled work hours, employees are to list actual time worked on the Standard Employee Time Sheet and if hourly, on the Scheduled Time Daily Work Log.

Work performed outside of regularly scheduled hours: Anticipated work performed outside of the hourly employee's regular schedule should be recorded as actual time worked on the Standard Employee Time Sheet and the Non-Scheduled Miscellaneous Time form. When an employee is responding to an after hours call, paid time starts when the employee begins traveling or performing other work in preparation to respond to the call and ends when the job is completed and they return to the point of origin or their home. The phone call itself is always paid time. Note: Supervisors are not authorized to grant a "guaranteed minimum time period or pay" for employees who perform non-scheduled work. Examples of work outside of the employee's regular schedule which should be paid include, but are not limited to, work related phone calls before or after hours, checking work related emails from home, using an electronic device to check on work related matters, and being called out to perform an emergency service. ALL work performed outside of an hourly employee's regularly scheduled hours should be recorded on the Non-Scheduled Miscellaneous Time form. Such work will be compensated when it totals ten minutes or more in a given lookback period (a "lookback period" is one workweek for all employees except 7(k) uniformed employees at the Fire and Police Departments whose lookback period is 14 days).

Who signs the timesheet and break log: The employee should accurately record his/her time on all required time records, sign his/her name, and turn the document(s) in to the timesheet supervisor. The timesheet supervisor should record the absence code (reason for being out), review all time records, and sign their approval. In the event an employee is absent, the timesheet supervisor should sign the timesheet and turn it in to the Accounting Department. However, the supervisor should keep a copy, and have the employee sign the copy(ies) upon the employee's return to work, forwarding the signed copy(ies) to the Accounting Department. It is each Department's/Division's responsibility to ensure that the Accounting Division receives all final, corrected copies of its standard City time records.

A special note about Department/Division Time Summaries completed by Timekeepers: Individual employees should always list their actual time worked on their time records. However, each Department/Division has a designated person called the "Timekeeper" who is responsible for creating a Time Summary for the entire Department/Division. The Time

HR-09

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Summary that Timekeepers create has slightly different rules. Due to how the payroll computer software works, the Timekeeper should always record salaried employee time as being 40 hours per week (using accrued leave as appropriate to arrive at the 40 hours) on the Time Summary. This will cause the Departmental/Division Time Summaries to show a) ACTUAL time worked for hourly employees; and b) 40 hours per week for salaried employees. Doing it this way tells the payroll software to pay for the actual time worked for hourly employees but to pay the same weekly salary to the salaried employees. Rationale: The purpose of individual time records are accountability (to what extent are employees, hourly or salaried, actually working). Departmental/Division Time Summaries are for purposes of paying people correctly (hourly employees get overtime, salaried employees do not).

Under-reporting time or over-reporting time: If an employee knowingly under-reports his/her time worked or over-reports his/her time worked, it is a very serious violation of this policy. The same goes with any supervisor or manager who knowingly under-reports or over-reports the time of an employee for whom he/she is responsible. If someone knowingly under-reports or over-reports his/her time (or the time of someone he/she supervises) on a timesheet, it will be considered falsification of City records and a violation of City policy. That person will be subject to disciplinary action, including the possibility of termination of employment.

Note: If any employee ever feels pressured to agree with false time on his/her timesheet, the employee should report this to HR immediately. Such an employee should rest assured that there would not be any retaliation for doing so.

Absence codes on the Time Sheet: The **absence codes** on the Standard Employee Time Sheet are to be accurately completed by the timesheet supervisor, typically after the employee has turned in the time records. The absence codes explain the nature of the person's absence (excused, unexcused, FMLA, etc.). It is the supervisor's responsibility to notify the employee of any absence marked "unexcused". Example: John Doe's timesheet shows a "3" under "W" for Monday. This means John Doe was out 3 hours on Monday due to a workers compensation injury. This creates a record that John Doe has 3 legally protected hours of absence that day. Example: Jane Doe's timesheet shows an "8" under "F" for Thursday. This means Jane Doe was out 8 hours on Thursday on Family and Medical Leave Act job protected leave. Example: John Doe's timesheet shows an "8" under "U" for Tuesday. This shows that John, an 8 hour a day employee, had an unexcused absence on Tuesday.

The paid leave codes on the Time Sheet: The paid leave codes on the Standard Employee Time Sheet are to be completed by the employee. They explain how the employee is to be paid if he/she were absent.

City directed business travel or training: Employees traveling on official City business should be paid according to Travel and Training Policy standards. Employees who travel and/or receive training under the City's Professional Development Leave policy should likewise use Professional Development Leave amounts and be paid according to Travel and Training Policy standards. If this requires fractional amounts of Professional development Leave to be used, then it should be rounded off to the quarter hour as is customary with other types of accrued leave.

4. Absences:

A. Accountability: Calling in:

Each City job description states, as an essential job function, that employees should have regular and reliable attendance that is non-disruptive.

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Accordingly, all employees, whether salaried and hourly, are expected to make a good faith effort to consult with their direct supervisor (or other designee, as directed by their Department/Division rules) in advance of any planned or reasonably foreseeable absences that occur during the employee's normally scheduled workday. "Consult" in this context means an actual, two way communication unless otherwise directed by the Division head or Department head.

All employees, whether salaried or hourly, are also expected to make a good faith effort to consult with their direct supervisor (or other designee, as directed by their Department/Division rule) as soon as possible regarding any unforeseeable or emergency absences. "Consult" in this context means an actual, two way communication. If a consultation is not possible under the circumstances, all employees are expected to – at the very least - call in as soon as possible to the person/people designated by the employees' Department/Division for that purpose.

It is completely unacceptable for any employee of the City to simply "no show" and miss work without attempting to make contact per the above guidelines.

B. Planned Scheduled Absences:

1. The direct supervisor (or other designee) of an hourly employee has the discretion to agree in advance to allow an hourly employee to miss regularly scheduled work and then make it up as long as the time is made up within the same workweek. Such discretion should be based on considerations of scheduling, staffing, the services provided by that Division/Department, budget considerations (especially overtime caused by others having to work extra), the quality of the employee's attendance otherwise, and general fairness to the other employees in the Division/Department.
2. Salaried employees at the City are expected to regularly and routinely work over 40 hours per week. In recognition of this fact, supervisors of salaried employees who meet the criteria listed below are allowed the discretion to occasionally allow the salaried employee to miss 3 or fewer hours of time in the employee's regularly scheduled workweek without having to utilize accrued leave banks, as long as the salaried employee still works a minimum of 40 hours in each week.

The limited circumstances under which this is permissible are:

- a) The employee regularly and routinely works over 40 hours each week;
- b) The supervisor's permission was obtained beforehand by the salaried employee (absent emergency circumstances);

and

- c) The request is a non-routine, occasional one.

5. Scheduling:

Employees are never permitted to be in charge of their own work schedules or time off. It is always up to the supervisor to schedule the employees' work time and to authorize any time off or any modification to that schedule. The supervisor is responsible for ensuring the work is done, including managing coverage for absences. The supervisor is responsible for making sure the work gets done within the salary budget. The supervisor is also responsible for complying with any applicable child labor laws concerning employees under the age of eighteen (18). It is thus important for employees to work the hours the supervisor schedules for them to work, and to comply with the rules for obtaining supervisor permission to be absent.

Due to the financial cost to the City, hourly employees should not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless the

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supervisor has previously authorized it. It is equally important that hourly employees not work hours that the supervisor has not authorized for them to work. The City wants everyone fully paid for the time that they actually work, but also expects hourly employees to not work more hours or a schedule that is different than that which was authorized by the supervisor.

Since there is no extra financial cost to the City, salaried employees may start work early, finish work late, working during a meal break, or perform any other extra work. However, like hourly employees, salaried employees are expected to work the schedule authorized by their supervisors. Neither hourly nor salaried employees may "self direct" their work schedules.

On rare occasion there may be circumstances (such as excessive hours worked in a prior week due to a special occurrence) such that a salaried employee might be approved for an isolated workweek of fewer than 40 hours without utilizing accrued leave banks. Such an absence must be authorized in writing by senior staff.¹ The written authorization must be attached to the employee's time record.

6. Lunches and Breaks:

As with other scheduling decisions, it is up to the supervisor whether and to what extent to allow breaks. Different Departments/Divisions may have different break practices depending upon considerations of service, staffing, scheduling, etc.

Per wage and hour law requirements, breaks that are twenty (20) minutes or less must be considered "on the clock", no exceptions allowed. Per wage and hour law requirements, lunch breaks during which the employee actually keeps on working are also "on the clock". Example: Jane Doe takes a thirty minute lunch "break" by eating her sandwich while she keeps working at her desk. Since Jane kept working while having lunch, her entire lunch break is "on the clock".

If a supervisor does allow formal breaks, hourly employees should presume that they are to take actual, true breaks away from work if the designated lunch or other breaks are more than 20 minutes long. Breaks of more than 20 minutes are unpaid and hourly employees should not perform any work during these breaks without prior permission from the supervisor. If hourly employees work during these unpaid breaks without prior authorization, the City's budget can be affected and unauthorized overtime may occur, and the employee may be subject to disciplinary action for under-reporting time worked.

¹ Senior staff includes: City Attorney, District Court Judge, City Clerk/Treasurer, Chief of Staff, Fire Chief, Chief of Police, Communication, Marketing & Volunteer Services Department Director, Development Services Department Director, Finance & Internal Services Department Director, Parks & Recreation Department Director, Transportation Services Department Director, Utilities Department Director.



THE CITY OF FAYETTEVILLE, ARKANSAS

RFP 10-06, Addendum 1

RFP 10-06, Employee Time & Attendance System

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Friday, March 26, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the proposal documents to the same extent as though it were originally included therein. Proposers should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

- 1.) The deadline to submit proposals has been extended. All proposals are due no later than **2:00 PM on Thursday, April 08, 2010**. All proposals shall be delivered to the City of Fayetteville, 113 W. Mountain, Suite 306, Fayetteville, AR 72701, Attention: Andrea Foren, Ref: "RFP 10-06, Employee Time & Attendance System".
- 2.) A word version of the RFP as well as the current excel time sheets in use are available by request. Proposers can contact Andrea Foren at aforen@ci.fayetteville.ar.us to obtain an electronic copy of these documents. All interested parties should be familiar with the current time sheet documents.
- 3.) The ability to "import" data is referring to the vendor's ability to import employee data and accrual balances into the time & attendance system and send time data to the HR and payroll systems. The City will need to be able to export from our payroll system and import into the time and attendance application employee data and accruals while maintaining a single point of entry for employee information in the City's payroll system. Time data will need to be exported from the time and attendance system for import into our existing payroll system via fixed length or delimited text file.
- 4.) Accruals are currently being calculated thru the New World Systems software application.
- 5.) Currently, scheduling and time keeping functions are done manually on paper and utilizing Microsoft Excel spreadsheets and Access databases. The City will replace all of these processes with the time and attendance solution. Item 2.11.28 is to ensure that the system is capable of receiving data from various sources such as time clocks, vendor provided web and phone applications, kiosks, etc.
- 6.) There is currently no time related data that will be converted and imported into the time and attendance solution. Employee data and accrual information from the payroll system will need to be imported into the solution in an ongoing basis to maintain a single point of entry for employee data in the current payroll system.
- 7.) The City would like to begin implementation by July 1, 2010. Plans are to stage implementation based on site/location and/or employee job function.
- 8.) Regarding the interface between the time and attendance application and the New World system, the following data will be sent between the two systems (e.g. employee data, total times, work orders, etc.):

- a. Employee data such as employee name, employee number, division, accrual information will be imported to the time and attendance system from our New World payroll system. Hours worked, exception hours (i.e. sick, vacation, etc), job costing, non-scheduled time, etc will be captured in the time and attendance solution and exported to the payroll application in New World System. From the time and attendance system, the City needs a fixed length or delimited text file that the City can import into the payroll system. The file will need to contain all of the necessary employee and hours information (i.e. regular hours, sick hours, vacation, etc) to generate payroll.
- 9.) In reference to question 2.14.1: There is currently no time related data that will be converted and imported into the time and attendance solution. Employee data and accrual information from the payroll system will need to be imported into the solution in an ongoing basis to maintain a single point of entry for employee data in the current payroll system.
- 10.) At this time, there is not a preferred method for data collection. The City employs approximately 750 employees, located at over twenty locations. Data collection will consist primarily of a combination of biometric time clocks and PC application based entry. Five hundred or more employees have daily access to computer workstations. All equipment shall be provided with itemized per unit pricing. Selected vendor shall assist the City with final needs assessment for equipment, software, etc. Vendors are encouraged to submit multiple pricing option packages based on different technologies available.
- All pricing should be itemized on a per unit basis. Additionally, it is preferred, that a cost per unit maintenance price also be included with each available technology proposed. The types and quantity of collection devices will be determined during the selection process. We realize that there are a large number of collection devices that each vendor will be able to utilize and support, and do not want to limit ourselves to a particular type of device without viewing vendor proposals and recommendations.
- 11.) Currently, the City has a "timekeeper list" consisting of 40-50 employees that log in to approve time. The City desires the flexibility for a future implementation to have line supervisors make corrections and approve time. This flexibility could add another 25-30 users.
- a. Example: Currently there is one City employee that is the designated timekeeper for the entire Fire Department that corrects and approves time for all employees in that division. However, after successful implementation and training of the time and attendance system, the City desires this responsibility to be distributed to the Battalion Chiefs that supervise each shift. This theory would eventually carry over to water/sewer crews, etc. to more accurate monitoring time among all City employees.
- 12.) The City prefers a web based application that does not require any client side installation of software.
- 13.) All Proposers are requested to include demo information with their proposal (example: a CD containing a demo of software, website and log-in information for a demo site, etc.).
- 14.) This addendum should answer all questions e-mailed up to this point. If your question has not been properly addressed or if you have additional inquiries, please e-mail Andrea Foren.

Acknowledge Addendum #1:

Printed Name: _____

Signature: _____

Title: _____ Date: _____

Company: _____



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

RFP 10-06, Addendum 2

RFP 10-06, Employee Time & Attendance System

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Wednesday, March 31, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the proposal documents to the same extent as though it were originally included therein. Proposers should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

1.) In response to vendor questions please note the following:

- a. The City prefers a traditional model time keeping system that is hosted internally.

Acknowledge Addendum #2:

Printed Name: _____

Signature: _____

Title: _____ Date: _____

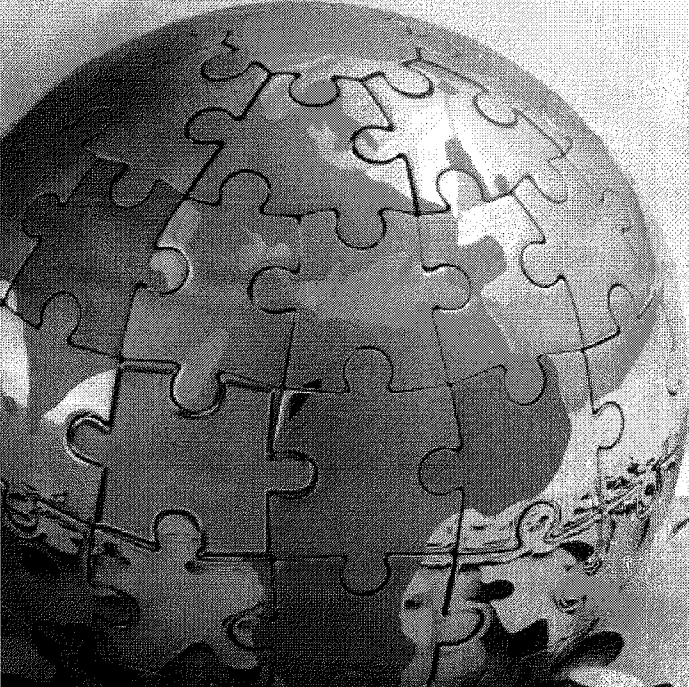
Company: _____



NOVAtime
FEEL THE POWER

The Complete Workforce Management Solution

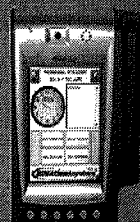
 **FLEXIBLE**
RELIABLE
SCALABLE



WORKFORCE MANAGEMENT



TIME AND ATTENDANCE TRACKING



Response to:
The City of Fayetteville, Arkansas RFP # 10-06: Employee Time & Attendance System
APRIL 7, 2010

Submitted by:



1255 Corporate Center Drive, Monterey Park, CA 91754



April 7, 2010

Ms. Andrea Foren
City of Fayetteville Purchasing Department
113 West Mountain, ROOM 306
Fayetteville, AR 72701

Dear Ms. Foren,

Thank you for considering NOVAtime Technology, Inc. as your workforce management partner. NOVAtime provides fully integrated, real-time, reliable, and scalable scheduling, time and attendance software and hardware solutions and is recognized as a leader in innovation and functionality in our industry while focusing on customer service and quality.

NOVAtime has helped over ten thousand government and private sector organizations improve their workforce management process, and understands government efficiency needs. We are confident that this will be apparent as we intend to provide a full understanding of our solution, implementation, pricing, and support model.

As you may know, many government agencies are now required to carefully measure the cost of its activities. With our public sector Scheduling, Time and Attendance solution, you can eliminate labor redundancy, reduce overtime, automate processes, increase productivity, and streamline state and federal reporting requirements.

Our experience with the public sector, combined with a modern system architecture that provides exceptional functionality and customer support, a business model that is compatible with government organization processes and regulations, and an understanding of the specific, unique challenges and goals facing the public sector is what makes NOVAtime uniquely qualified for the City of Fayetteville's Time and Attendance / Workforce Management needs.

NOVAtime: Business Model Designed for Government

- Dedicated technical support with guaranteed response time
- Free software upgrades
- Flexible delivery and pricing model utilizing Licensing and/or SaaS to reduce capital expenditure amount
- Unlimited Training for life
- Fixed price implementation with onsite services inclusive of expenses
- Money back guarantee as protection against a future acquisition



In addition to the innovative government focused benefits of NOVAtime, please note the following important product differentiators:

High-Level Functionality

- Open modular design that easily adapts to organizational changes and
- Customizable, web based (Internet/ Intranet) System Navigator for ease of use by employee type
- Personnel can enter their time via a biometric device, swipe card, or Web browser and telephony
- Data Collection devices have power over Ethernet and wireless communications options with full employee self-service capabilities – View Schedules, Time Sheets, Time Off Requests, etc.
- Timecards reflect all adjustments in real time. This means that supervisors see the effect of adjustments immediately and can quickly approve timecards.
- Administrators have the ability to determine historical trends easily with advanced archiving and reporting features.

We would recommend and welcome an opportunity to teleconference with our mutual teams to expand on your unique requirements so that we can craft a customized demonstration of our solution as a short listed vendor. On behalf of the entire NOVAtime team, we look forward to helping you achieve your workforce management initiatives and thank you for your time and consideration.

Should you have questions during your evaluation of our response please contact me immediately.

Respectfully submitted,

Ty Hall
NOVAtime Technology, Inc.
1255 Corporate Center Drive
Suite 307
Monterey Park, CA 91754
407-876-4386
ty.hall@novatime.net
Ian Sexton: 407-620-6080
ian.sexton@novatime.net



Ian Sexton joins NOVAtime from Paychex

Monterey Park, CA (PRWEB) February 2, 2010 -- NOVAtime Technology, Inc., (www.novatime.com), a leading workforce management solution provider and one of the world's most popular SaaS destinations, announced today that Ian Sexton, a veteran technology executive who was most recently President of Stromberg, a subsidiary of Paychex, Inc. (NASDAQ: PAYX) and then Kronos Incorporated, has joined NOVAtime, effective immediately.

Prior to becoming President of Stromberg (headquartered in Lake Mary, FL) in 2007, Sexton, 52, led sales at Stromberg for 5 years, transforming the company into the second largest Time, Attendance, and Scheduling company. In this role he created and grew a national sales force and increased sales by over 1000%. He was previously vice president of sales at MCS, a leading British software company, where he built a team of over twenty software sales professionals in London. He then moved to Boston to start MCS's United States subsidiary. Ian was also director of sales for ASA's SmartTime Time, Attendance, and Scheduling software division and served as president of T Systems, a reseller for ADI Time and eLabor's time and labor division.

The NOVAtime Board released the following statement "We are very excited to have Ian Sexton leading NOVAtime into its next era of growth. He is the exact combination of seasoned technology executive and savvy leader that we were looking for, and we are thrilled to have attracted such a world-class talent to NOVAtime. He is admired in the industry for his deep management expertise, strong customer orientation, excellent people skills, and firm understanding of the challenges facing employers of all sizes."

Ian Sexton said, "NOVAtime is a leader in Software as a Service for human capital management with a great collection of assets, strong technology, and enormously talented employees. I thoroughly enjoyed my time at Paychex learning from such talented leaders as Jon Judge and Walter Turek. As soon as I talked to the people at NOVAtime I knew that they had an unmatched technology story. The advanced feature set allows us to deliver ideal solutions for Time and Attendance, Scheduling and Workforce Management delivered through the cloud or installed on our customers own servers. Either way we offer a true partnership with our clients; fixed price implementations, no charge for upgrades, dedicated support representatives and unbeaten customer satisfaction and retention."

About NOVAtime

NOVAtime Technology, Inc., (<http://www.novatime.com>), a forward-thinking workforce management solution company that continues to apply the latest technology advancements to its suite of Time and Attendance/Workforce Management products and services. NOVAtime is headquartered in Monterey Park, California. NOVAtime is a Microsoft Gold Certified Partner. For more information, visit www.novatime.com. NOVAtime and NOVAtime logos are trademarks and/or registered trademarks of NOVAtime Technology, Inc. All other names are trademarks and/or registered trademarks of their respective owners.



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INTRODUCTION

NOVAtime is presenting unsurpassed Time, Attendance, and Scheduling solutions combined with an expert project management methodology for City of Fayetteville's Request for Proposal RFP 10-06, Employee Time & Attendance System

NOVAtime has adept experience on similar projects since its inception to the industry in 1999, growing to a \$30 million dollar company with over 40 employees, providing services and solutions for the past decade to over 10,000 organizations around the world, with over 60 distributors and 250 certified engineers. NOVAtime services and supports customers 24 hours a day/7 days a week from its corporate headquarters in Los Angeles, California and through its network of certified engineers. Project implementation is stationed out of Denver, Colorado and houses the Professional Services staff that provides on-site education and training for customers within their own environment during the implementation process.

The purpose of this document is to provide detailed information about the NOVAtime program, including software and services, while demonstrating the "off-the-shelf" functionality that allows for electronic time approval and job reporting while interfacing with the City of Fayetteville's existing HR, Payroll, and financial systems. Our innovative Automated Time, Attendance, and Scheduling system can help the City of Fayetteville maximize its performance with the following "out-of-the-box" NOVAtime program benefits as listed in this document.

- ***Interface easily with external applications and data sources.***

NOVAtime has existing interfaces with multiple financial, service bureau, HR, and payroll applications including SAP, Oracle/PeopleSoft/JDEdwards, New World Systems, H T E, MUNIS, Eden, Incode, Pentamation, Banner, payroll and general ledger systems. The use of NEWS (NOVAtime Enterprise Web Services) allows import/export of data into multiple systems using standardized XML/SOAP formats while eliminate duplicate data entry.

- ***Proven capability configuring and effectively using hardware to support the application***

NOVAtime team members have extensive background and experience implementing Enterprise applications and ensuring uptime and performance metrics specific to each engagement.

- ***Scheduling Features***

NOVAtime's scheduling feature is designed to enable the creation and management of permanent and temporary employee schedules. This provides supervisors with the ability to create a distinct point of reference for employee information, while also providing the system with the expected starting and stopping times for various work shifts.



PART I – Business Organization, Experience, & Other Information (minimum requirements)

(1) PROVIDE RESUMES AND INFORMATION ON THE SENIOR PERSONNEL WHO WILL BE THE CITY'S CONTACT AND BE DEDICATED TO WORK WITH THE CITY, INCLUDING A DESCRIPTION OF THEIR EXPERIENCE IN PROVIDING THESE SERVICES AND ABILITY TO BUILD A SUCCESSFUL RELATIONSHIP WITH THE CITY'S STAFF. DETAIL WHAT PERCENTAGE OF EACH INDIVIDUAL'S TIME WOULD BE SPENT WORKING ON THE CITY'S ACCOUNT. ALSO, INDICATE WHAT OTHER ACCOUNTS THIS INDIVIDUAL WILL HAVE.

You project team will include the following individuals (subject to change based on business requirements):

Brian Harris is Director of Professional Services and Manages Project Implementation. Brian has over 12 years of experience in the IT industry, serving primarily in roles dealing with project/program management and Enterprise Infrastructure and Application Architecture for organizations with 200 employees to over 25,000+ employees. Brian Harris also leads the Deployment team.

Joyce Jan is the Database Project Manager and Project Manager. Joyce has over 20 years of experience in the Information Service/Information Technology industry, and over 4 years of experience in the Time and Attendance industry, managing major product releases as well as providing project management for major account implementation for NOVAtime.

Jim Schultz is Senior Application Support Engineer. Jim manages and teaches for NOVAtime University, provides product release and training documentation, and assistance with system design (user-interface) and quality assurance for over 6 years with NOVAtime.

Calvin Lo is Director of IT and Technical Services. Calvin manages and supports the IT infrastructure with over 20 years of experience in the IT industry designing and building IT infrastructures from the ground up.



Project Team Resume's

C. 1

RFP #10-06 NOVAtime Technology, Inc.

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All the project team members are experienced professionals and provide exceptional customer service to NOVAtime's clients.

Director of Professional Services

Full Name	Brian Harris
Job Title at NOVAtime	Director of Professional Services
Project Role	Manage Project Implementation
Education	• B.S. in Natural and Applied Sciences, Minor in MIS with emphasis on Distributed Systems from University of Texas • Online Essentials of Project Management, PMI (Villanova) • Microsoft Certification: MCP 2000/2003 • CCNA v2 • HP Open View • Network + • I-Net + • Project + • 3Com – 3Star Certified
Background	• Experience in the IT industry for over 12 years, serving primarily in roles dealing with project/program management and Enterprise Infrastructure and Application Architecture for companies with 200 employees to over 25,000+ employees. • Leads the deployment team; designed technology architecture components that are implemented across multiple enterprise business units, as well as providing infrastructure/ application architecture QA and oversight to project teams. • Analyzes and assesses computer/network architectures and requirements and develops optimum, cost-effective solutions for clients. • Developed business plans and budgets for national consulting practice.

Project Manager:

Full Name	Joyce Jan
Job Title at NOVAtime	Project Manager
Project Role	Database and Project Manager
Education	• M.S. in Computer Science from University of Southern California
Background	• Experience in the Information Service/Information Technology for over 20 years. • Experience in the Time and Attendance industry for over 4 years. • Managed major product releases as well as providing project management for major account implementation for NOVAtime. • Managed the Remedy Intelligent Staffing project at NOVAtime which spanned over 2 years. • Worked as the Y2K project manager for McKesson Water Products Company (MWPC), and was recognized as the "Project Manager of the Year." McKesson was the third largest bottled water provider in US and the project spanned 2 years. • Managed over 50 domains for Danone Water Products, which was the largest bottled water company in North America, and spearheaded the interactive water ordering web site. • Managed the statement outsourcing project for McKesson Water Products, with a monthly volume of over 750K statements. • Managed the telemarketing outsourcing project (of 40+ agents), providing an interactive access to product info, pricing and customer data to remote agencies in Pennsylvania and Puerto Rico. • Worked at Baxter Biotechnology and Countrywide for many years.

Product Trainer:

Full Name

Jim Schultz

Job Title at
NOVAtime

Senior Application Support Engineer

Project Role

Manage Application Implementation

Education

- Associate Degree in Electronic Engineering
- Novell Certification (Pre-CNE) in 1986

Background

- Experience in the Time and Attendance industry for over 23 years. Mr. Schultz has developed a strong sense of what it takes to understand a customer's requirements and to help them succeed in automating time management for their workforce.
- Guest teacher/speaker for workshops for the National Time Equipment Association (NTEA).
- Manages and teaches for NOVAtime University; provides product release and training documentation, and assistance with system design (user-interface), and quality assurance in the 6+ years at NOVAtime.
- Supports major accounts to help ensure a successful implementation, including Loomis (with over 200 branch locations all over United States, project spanned over 2 years) and Remedy Intelligent Staffing (a system capacity of over 40,000 employees).
- While at Source Information Systems for over 10 years, managed a team responsible for the post-sale process for over 500 customers, with tasks including system discovery, installation, training, and support (implementation), and quite often interfaces to MRP, Accounting, Payroll/HR, and other mainframe applications.
- Responsible for providing sales assistance for system demonstrations and need discovery at Source Information Systems.

Software Developer:

Full Name

Calvin Lo

Job Title at
NOVAtime

Director of IT and Technical Services

Project Role

Manage and Support the IT Infrastructure

Education

- M.S. in Electrical Engineering and Applied Mathematics from University of Southern California
- Certification from Microsoft: MCSE
- Certification from Novell: MCNE

Background

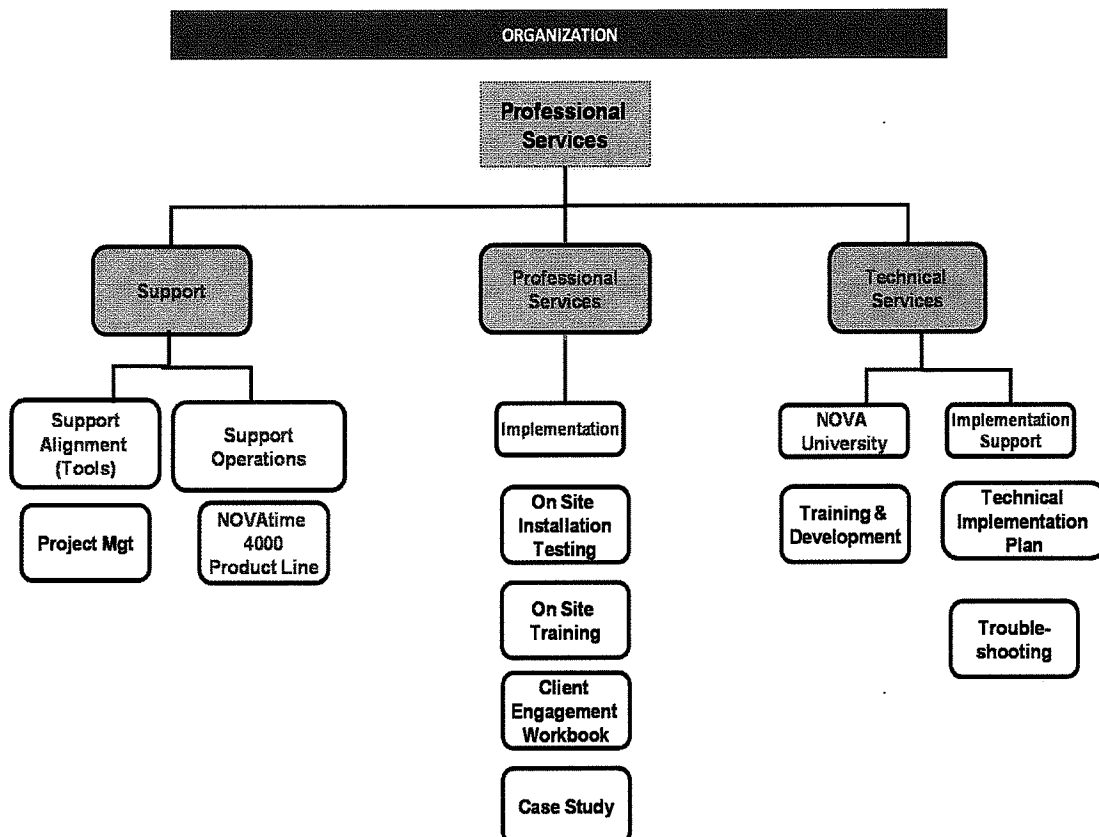
- Experience in the IT industry for 20 years.
- Built IT infrastructure from the ground up for a couple of hi-tech startups in the Silicon Valley.
- While at Portera (online Professional Services Automation application), worked directly with the former eBay's CIO, Bob Quinn, who oversaw transition and architecture in managing eBay's hyper growth.
- IT Operations for Netflix, which has the world's largest online DVD subscription service.
- Novell IT and consulting services to various sectors including local government, VC firms, and pharmaceutical companies.

(2) PROVIDE AN ORGANIZATIONAL CHART OF THE FIRM THAT INCLUDES ALL OF THE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR THE CITY'S ACCOUNT.

Team Structure

Our Technical, Professional, and Support Services teams have years of direct customer experience, and we periodically provide our resellers' field support in these areas. We have developed and refined our methodologies with rigorous testing and numerous implementations, and by applying industry best practices to ensure quality solutions and services. We have extensive experience with system users and requirements from various vertical markets, including government. We use documentation and training templates that are easily tailored to the specific requirements for each client, and the level of training and support instill confidence in system users.

6.5. Professional Services Responsibility Chart



(3) FIRM'S RECENT HISTORY INCLUDING EXAMPLES OF TYPES OF SERVICES FOR OTHER CITIES, COUNTIES, OR OTHER GOVERNMENT TYPE ENTITIES.

NOVAtime's public sector practice is growing. In the past 3 months we have created a dedicated government sales team who proactively sells to government. This team has completed the process of approval by the Federal GSA and posted pricing on the GSA's website, www.gsaadvantage.gov, for the NOVAtime 4000 platform.

We (NOVAtime and NOVAtime authorized resellers) have also recently been awarded projects at Pittsburgh Parking Authority, City of Norwalk, CT and Warren County, NY.

NOVAtime created this focused public division within the company based on the unique requirements and challenges to government and public sectors, and the recent success we have seen within this vertical.

A partial listing of our public sector client list includes:

- City of Tahlequah, OK – City Government
- Shelby County, TN – County Government
- Town of Stonington Board of Education – K-12
- Township of Medford Board of Education – K-12
- Avon Board of Education – K-12
- Organization Cook County Clerk, Chicago, IL – County Government
- University of Minnesota – Higher Education
- Princeton University – Higher Education
- Rutgers University – Higher Education
- University of Kentucky – Higher Education

(4) A DETAILED DESCRIPTION OF SIMILAR WORK PERFORMED BY THE FIRM AND ITS ASSOCIATES DURING THE PAST FIVE YEARS.

Please see video of Loomis Trucking at the following link:

<http://www.youtube.com/watch?v=6OyKIGrhZY>

Please see video of Mainstay Business Solutions at the following link:

<http://www.youtube.com/watch?v=UqDa3C39IY0&NR=1>

Michigan Maple Block Co. and Bally Block Co. (<http://www.mapleblock.com/>) have been manufacturing butcher block products since 1881. Their wood-welded butcher block line includes kitchen countertops, wood countertops, kitchen islands, kitchen carts, wood cutting boards, dining tables and dining table tops, carving boards, bakery tables, workbench tops, laboratory tops, shuffleboards and locker benches. Their End Grain and Edge Grain butcher block products can be found hard at work around the world. Michigan Maple Block Co. and Bally Block Co. have two locations: Maple Block Company in Petoskey, Michigan, and Bally Block Company in Bally, Pennsylvania, which is also company headquarters. Coming off of a manual punch timecard system in December 2007, Michigan Maple Block Co. and Bally Block Co. automated their timekeeping process by choosing NOVAtime Time and Attendance/Workforce Management solutions and proximity time clocks. This was successfully implemented and supported by NE Time Systems, an authorized premium reseller of NOVAtime products. Jack Reed, Support Engineer of NE Time Systems, says, "NOVAtime is perfect for them because of its ease of use and their need for a powerful Accrual module to track their vacations and free days. NOVAtime also has a great Point System to help them to effectively manage their employee attendance policies and patterns."

Point System to effectively enforce Attendance Policy

A Point System is normally used to track and measure employee attendance performance. It allows you to assign point values to exceptions important to your business, such as arriving late, leaving early, or missing work altogether. These points are used to build rules and threshold levels that accurately track the employees' trends in-regards to following your company's policies. Once a threshold is reached the system can automatically generate pre-configured HR documents for supervisors to review with their employees. Rewarding employees for perfect attendance and following established attendance guidelines can also be accomplished and monitored automatically using the Point System.

Mr. Dave Ritter, Plant Manager of Bally Blocks, says, "We are set up to automatically generate warning letters when employees get to certain levels for tardy and days out without pay." Mr. Reed adds, "NOVAtime's Point System enforces a fair and consistently administered attendance policy, which is important for business success.

Payroll preparation made easy with NOVAtime

"We have nothing but good things to say about NOVAtime solutions and NE Time Systems," states Mr. Ritter. "This is a huge improvement from paper-punch timecards. There's simply no comparison. We review employee punches at the end of a week, make adjustments and pass them to payroll. We can



now proactively manage overtime and control labor costs. We save a lot of time using NOVAtime's workforce management solutions. We really like NOVAtime," concludes Mr. Ritter.

Using NOVAtime Time and Attendance/Workforce Management solutions, Michigan Maple Block Co. and Bally Block Co. have trimmed significant costs and hours from their payroll preparation process. They use AD Computer for their payroll.

(5) NAMES, ADDRESSES, TELEPHONE NUMBERS, AND CONTACT PERSONS OF FIVE FOR WHOM THE BIDDER HAS PERFORMED SIMILAR SERVICES DURING THE PAST THREE YEARS.

Company Name:	Select Staffing
Address:	2145 N. Josey Lane, Suite 120, Carrollton, TX 75006
Contact Name:	Jeff Caruthers
Telephone:	214-680-3230
Email:	Jeff.Caruthers@selectstaffing.com
Number of Employees:	40,000+/-
Number of Locations:	300+
Length of Service:	6 Years
Company Description:	Select Staffing is one of the largest staffing agencies in the US. They have a complex organization with a large number of offices spread throughout the United States.

Reference #2

Company Name:	Vallarta Food Enterprises
Address:	1111 W. Avenue I, Lancaster, CA 93534
Contact Name:	Russ Jones
Telephone:	818-898-0088
Number of Employees:	5,000 +/-
Number of Locations:	25 Retail Locations
Length of Service:	5 Years
Summary of Project:	Implemented NOVAtime Workforce solution across all departments and employees within decentralized offices.

Reference #3

Company Name:	Loomis Trucking
Address:	2500 Gaviion West Blvd., Suite 900, Houston, TX 77042
Contact Name:	Rocky Chapman
Telephone:	713-435-6700
Email:	rocky.chapman@us.loomis.com
Number of Employees:	12,000+
Number of Locations:	240
Length of Service:	4 Years
Company Description:	National trucking company with locations around the US.

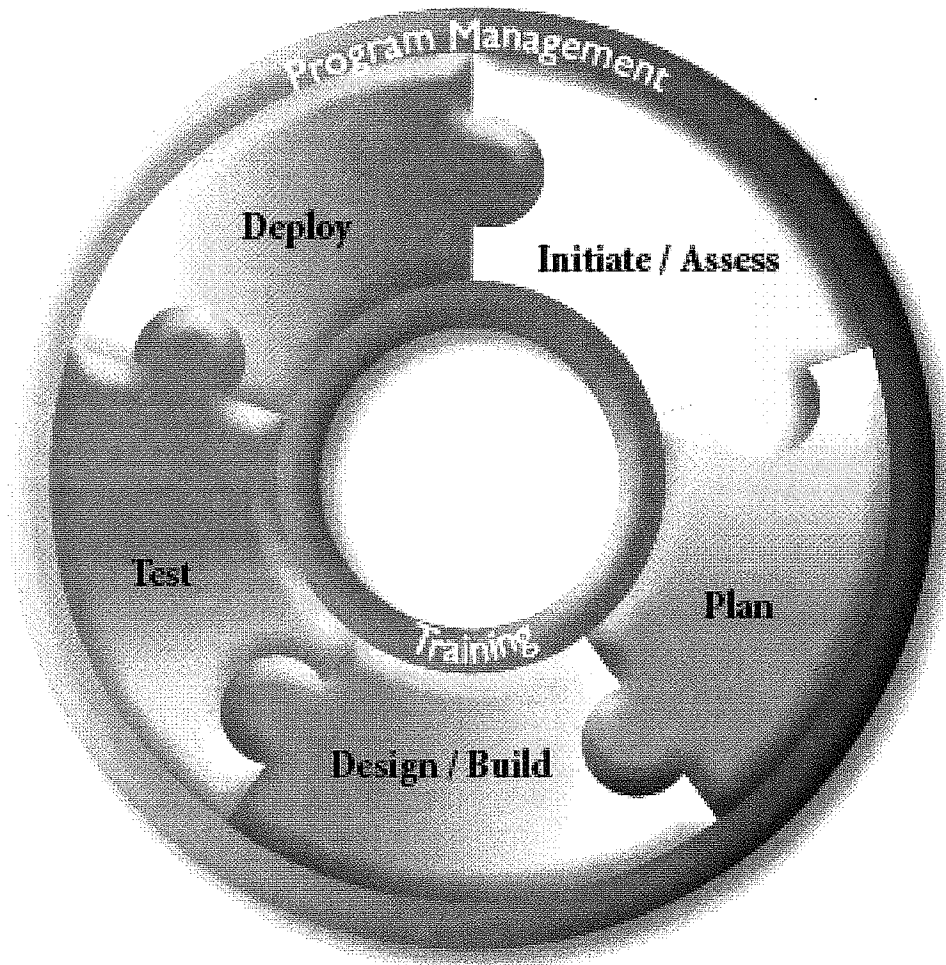
(6) LISTING OF ANY PAST OR CURRENT LITIGATION AND LAW SUITS (INCLUDING OUTCOME OF EACH LISTED) FILED AGAINST THE SUBMITTING FIRM.

NOVAtime is not currently, nor has it ever been, involved in litigation.

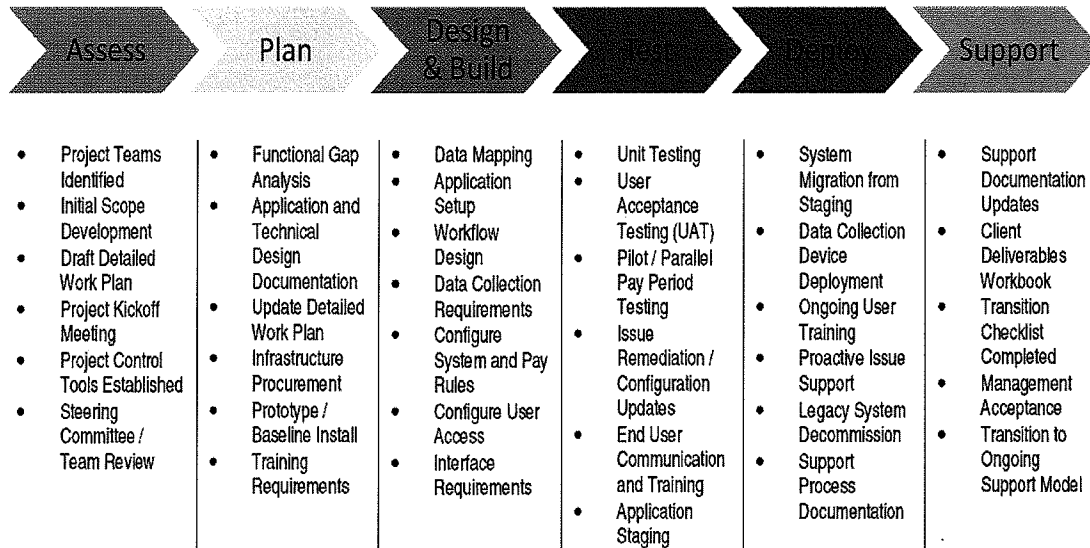
(7) DESCRIPTION OF THE PROPOSED METHOD OF DOING WORK.

NOVAtime SurePath Methodology:

An overview of the SurePath methodology, including high-level tasks for each delivery phase is included in the graphic below. Each phase of the SurePath methodology requires specific skill sets and resources. Detailed resource plans will be provided upon selection and engagement.



SurePath is a multi-phased methodology, which ensures consistent processes and integrated checks and balances to support timely and on-budget project deployments. An overview of the SurePath methodology, including high-level tasks for each delivery phase is included in the graphic below.



Each phase of the SurePath methodology requires specific skill sets and resources. The NOVAtime team has provided a high-level work plan that can be used as a starting point for this engagement. It is important to understand that functional task groups may be moved or reprioritized based on feedback from the City of Fayetteville and further assessment of the project environment. The section below provides a brief overview of each phase, which can then be referenced to the detailed work plan.

Overview – the most effective implementation strategy for the City of Fayetteville’s new Workforce Management system is using an incremental approach of 4-6 months. There are several reasons for this:

- It is more cost effective because “Super Users” from the staff can be trained as trainers to assist in the rollout of the software. With a “big bang” approach more consultants would need to be utilized, which has a higher cost per hour than if a City of Fayetteville employee can be utilized.
- Due to the complexity of the software interfaces that need to take place, City of Fayetteville employees will be impacted less if the rollout is done on a small number of departments at a time instead of all at once.
- In our experience, projects of this level of intricacy end up taking much longer than anticipated when they have a “big bang” approach, as there are always unforeseen issues that arise. Client resources are typically maxed out so the issues would then not be able to be properly addressed in a timely manner. This could lead to missed deadlines, burnt out personnel, and possibly missed payroll. With a steady, well planned implementation plan in place there is room built in to properly address any unforeseen issues that arise.
- Geographic “spread” of the Department’s calls for an incremental approach in order to have a minimal impact on City of Fayetteville’s Personnel and resources. Training can be done at a location at or near where they work instead of having people go to a main central training location, which is typically used in a big bang implementation.

The following information outlines the steps in which the project will proceed within 48 hour of receipt of an approved agreement and deposit:

Phase	Months of Implementation	Fayetteville FTE Hours
Phase 1: Finalize the Blue Print	1	60
Phase 2: Server Load	2	40
Phase 3: Lay the Foundation	2	80
Phase 4: Build the Interfaces	2-3	40
Phase 5: Implement the Product	3-4	80
Phase 6: Post Implementation Review & Support	On-going	20

Phase 1: Initiate/Assess - Finalize the Blue Print

Meet with the City of Fayetteville Project Sponsor – Business, Project Sponsor – Technical, and Program Manager to review the plan. Revise the plan based on input and have final signoff by all with approval to proceed. During this phase, the Program Office will be introduced and project controls such as status reporting, communication plans, change management, issue and risk management, and more will be identified.

Phase 2: Detailed Planning / Server Load

This process will focus on completing a gap analysis between planned functionality and current limitations –both with technology and process. Once these gaps have been identified, the NOVAtime team can more confidently provide a seamless delivery of services and functionality requirements.

This stage also focuses on building the initial design documents as well as beginning the initial training plan and introducing key users to the solution. These activities provide the framework for ongoing project support and deployment. Loading of NOVAtime software on the City of Fayetteville’s hosted servers takes place. Software is tested to ensure proper functionality and remote accessibility. Infrastructure procurement may be needed depending on the technology gap analysis.

Phase 3: Design and Build - Lay the Foundation

Continued Training will take place with the City of Fayetteville employees who are part of the project, which includes Technical Lead, Technical Architect, Technical Support staff, and Trainers from the Comptroller’s Help Desk.

This phase focuses on the core configuration and staging of the Time and Attendance system; including pay codes/tables, payroll rules, system levels, group codes, accrual codes, and holidays. Initial build and testing of the system interfaces will be completed during this phase to allow the first employee and schedule for the City of Fayetteville. Payroll field mapping will also be completed during this phase. Once completed with this phase, an operational staging system is active and ready for the testing phase.

Phase 4: Testing and Acceptance – Verify the Construction

NOVAtime will develop a detailed testing plan, including unit and user acceptance testing. This testing

identifies further staging, or environment, and updates as needed. The pilot and initial deployment group activity is included as part of this phase. These groups are selected as lower risk deployments and help the project teams refine the overall approach for further deployment groups. Once completed with these deployment groups, the project team can then update the work plan and formalize the remaining deployment schedule. Training continues across this phase to accommodate various user groups.

Phase 5: Deploy – Rollout the Product

Implementation by Department will include the following steps:

1. Meet with Business Lead and Users for Department and design specific dept. plan.
2. Ensure Department pay tables are properly loaded and functioning
3. Load Department personnel data / refresh from human resources system
4. Load schedule templates as needed
5. Connect clocks to system
6. Interface with other software utilized by department
7. Train payroll personnel
8. Train end user Supervisors
9. End user self-training performed
10. Parallel activity with legacy system
11. Ongoing issue remediation
12. Departmental and Steering Committee Review

The implementation begins with smaller departments that have salaried employees only, then moves to smaller departments with more complex interfaces and pay rules, and ends with large complex departments. This allows the City of Fayetteville Trainers and Technical staff who have been freshly trained to ease into the project and pick up more quickly on the basic skills that will then allow them to be much more efficient when introduced to more complex departments.

Once the City of Fayetteville Trainers and Technical Staff performs an implementation, we are able to better assess skill level and assign the more advanced personnel to the more complex department implementations to be performed.

Phase 6: Support Transition and Post Implementation Review and Support

NOVAtime provides process for review of each deployment by conducting a Post Implementation Evaluation Review, or PIER report. These reports identify all lessons learned, issues, and processes that may be enhanced for future deployments. During the PIER session, updated documentation is also committed to the project library for future review.



PART II - Authorized Negotiator and All Required Forms

Please see next page.



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8289

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 10-06, Employee Time & Attendance System

DEADLINE: Friday, April 02, at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, March 10, 2010

REQUEST FOR PROPOSAL RFP 10-06, EMPLOYEE TIME & ATTENDANCE SYSTEM

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-06, Employee Time & Attendance System" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

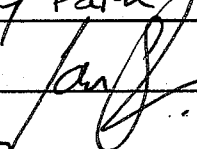
Name of Firm: NOVAtime Technology, Inc.

Contact Person: Ian Sexton Title: SUP

E-Mail: ian.sexton@novatime.net Phone: 321.578.7321

Business Address: 1255 Corporate Center Dr.

City: Monterey Park State: CA Zip: 91754

Signature:  Date: March 31st 2010

City of Fayetteville
RFP 10-03, Employee Time & Attendance System
Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART 1: Primary Contact Information:

Name of Firm: NOVAtime Technology, Inc.
Name of Primary Contact: Ian Sexton
Title of Primary Contact: SVP
Phone#1 (cell preferred): 407 620 6080 Phone#2: 321. 578. 7321
E-Mail Address: ian.sexton@novatime.net

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: March 31st 2010

Signed: 



City of Fayetteville
RFP 10-06, Employee Time & Attendance System
Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ☒ 1.) NO KNOWN RELATIONSHIP EXISTS
☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Ian Sexton
Printed Name
[Signature]
Signature
March 31st 2010
Date

City of Fayetteville, AR
RFP 10-06, Employee Time & Attendance System
Page 19 of 21

PART III – Cost Proposal

Option1: Traditional License/Purchase Model

Description	Qty	Details	Total
Software:			
NOVAtime 4000 License Purchase for 750 employees	1		\$38,775.00
-NOVAtime 4000 License Purchase for 750 Accounts	1		Included
-NOVAtime 4000 Scheduling	1		Included
-NOVAtime 4000 Leave Management (Accruals)	1		Included
-NOVAtime 4000 Attendance Tracking	1		Included
-Interfaces – NEW WORLD SYSTEMS	1		Included
Software Discount			-\$7,755.00
Software Total			\$31,020.00
Hardware:			
- NT6500-Barcode			TBD
Hardware Discount			
Hardware Total			
Services:			
Implementation Services and Training			\$16,000.00
Project Management			Included
Total Implementation			\$16,000.00
Annual Maintenance			
Software Annual Maintenance - 1 Year			\$7,755.00
Hardware Annual Maintenance – 1 Year - Bronze			TBD
Total Annual Maintenance			
Delivery			TBD
Grand Total			\$54,775.00

Option 2: Software as a Service (per employee per month = pepm)

Description	Qty	Details	Total
Software:			
NOVAtime 4000 SaaS for 750 employees	1	\$3.60pepm	\$2,700 per Month
-NOVAtime 4000 SaaS for 750 User Accounts	1		
-NOVAtime 4000 Scheduling	1		
-NOVAtime 4000 Leave Management (Accruals)	1		
-NOVAtime 4000 Attendance Tracking	1		
-Interfaces – NEW WORLD SYSTEMS	1		
Software Total			\$2,700 per Month
Hardware:			
- NT6500-Barcode	TBD		TBD
Hardware Discount			
Hardware Total			TBD
Services:			
SET UP FEE (Implementation Services and Training)			\$16,000.00
Project Management			Included
Total Set Up Fee			\$16,000.00
Annual Maintenance			
Hardware Maintenance			Included
Total Annual Maintenance			Included

Agreement Conditions:

- Employee and User license includes Time Collection, Scheduling, Leave Management (Accruals), Attendance Tracking, interfacing to New World Systems, Administrator Web Services, Supervisor Web Services, Employee Web Services
- User license includes Leave Management (Accruals), interfacing to New World Systems, Administrator Web Services, Supervisor Web Services, and Employee Web Services. .
- Hardware - Data Collection devices include 90 day warranty.

Professional Services includes SurePath™ implementation: Phase 1 - Assess, Phase 2 - Plan, Phase 3 - Build, Phase 4 - Test, Phase 5 - Deploy. Includes travel costs.

NOVAtime Clock Pricing

Data Collection Method	Monthly Rental SaaS	1-10 Clocks Purchase	11-25 Clocks Purchase	26+ Clocks Purchase	Bronze Annual Support Cost	Gold Annual Support Cost
		List Price	10%	15%		
			Ethernet	Clocks		
NT6500 Mag/Barcode/SBE Prox	\$218.90	\$2,626.80	\$2,364.12	\$2,232.78	\$131.34	\$394.02
NT6500 HID Prox	\$262.90	\$3,154.80	\$2,839.32	\$2,681.58	157.74	\$473.22
NT6500 Fingerprint WinCE.Net Ethernet	\$284.90	\$3,418.80	\$3,076.92	\$2,905.98	\$170.74	\$512.82
NT6000 Windows Mobile Wi-Fi (802.1b/g) with laser scanner Portable PUSH Terminal	\$247.50	\$2,970.00	\$2,673.00	\$2,524.50	\$148.50	\$445.50
NT6000 Windows Mobile GPRS with laser scanner Portable PUSH Terminal		\$3,102.00	\$2,791.80	\$2,636.70	\$155.10	\$465.30
NT380 Fingerprint Ethernet (1,500)	\$258.50	1,977.80	\$1,780.02	\$1,681.13	\$98.89	\$296.67
DATA COLLECTION ACCESSORIES	\$164.82					
Power Over Ethernet	\$30.80	\$369.60	\$332.64	\$314.16	na	\$55.44
Wi-Fi Wireless Card for NT6500	\$33.00	\$396.00	\$356.40	\$336.60	na	\$59.40

NOTE: BRONZE AND GOLD SUPPORT ONLY APPLY TO PURCHASE

Bronze Hardware Support provides for clock repair

Gold Hardware Support provides next day replacement

NOVAtime: A Business Model with Government in Mind

When comparing the cost of different time and attendance systems to NOVAtime 4000, it is sometimes difficult to compare apples to apples. One of the major challenges government finance officers and CIO's face is requesting additional funding for upgrades and training from the legislative body, council and/or board. With NOVAtime, you can be sure that no additional funding will ever need to be requested, thus providing credibility to the partnership in the eyes of our elected officials. Here are some of the differences that set us apart from our competitors:

Initial Cost

- Our initial cost is often lower than that of our competition
- Our cost includes modules like attendance tracking, web based time entry and Scheduling/HR/Payroll interfaces. Items for which our competitors often charge extra.
- Our cost is based simply on employee count. It includes an unlimited number of supervisors and other users. Our competitors usually charge for each user.
- Our solution can be deployed onsite in a traditional licensing model or as Software as a Service (SaaS) with hybrid pricing to eliminate a capital expenditure.

Fixed Implementation Cost

- We charge a single low fixed cost for installation, implementation, training and project management.
- This is not a charge for fixed services. If we have underestimated the effort involved in implementing your system we will eat the difference.
- This cost includes the effort involved in implementing ALL your facilities. Not just the first one or two.
- The price includes travel costs and travel time. Our competitors will typically charge you for travel time.
- They typically also charge in 15 minute increments for any time spent, including leaving a voicemail message.

Implementation and training at a fixed price.

NOVAtime's fees are fully communicated at time of purchase. Additional training or implementation is provided as needed with no cost to you.

On-Site Training

- We provide on-site training tailored specifically to you user's requirements.
- This leads to a much faster implementation time, because your employees aren't forced to schedule their classes around off-site class availability.
- This lowers your cost because we come to you and we don't charge to travel.

No "Scope Creep"

- Our fixed price is to get the job done.
- Our competitors sometimes charge a "fixed" price for a fixed set of services which almost always proves inadequate to complete the task.

No Upgrade Cost

- No charge for upgrades.
- No charge to implement upgrades.
- Our competitors may provide "version" upgrades at no charge, but they charge significant amounts to implement the upgrade.
- Our competitors have always charged for major new releases – we don't.
- The charges for these upgrades can often amount to doubling your initial cost over a 5 year period.

Lower Cost of Ownership

- Our Annual Maintenance charges are always lower than our competitors.
- These charges are guaranteed to rise by no more than 5% per year.
- Our service offers 24 hour support, guaranteed 30 minute response time, and a dedicated support representative familiar with your system.
- Our competitors don't match this level of service even with their "Platinum Plus" level which is usually twice as expensive.

Faster Implementation Faster ROI

- The primary reason for implementing Time and Attendance is the cost savings associated with labor and payroll processing.
- The sooner you implement the system, the sooner the savings will accrue.
- Our on-site training and implementation process guarantees the fastest possible successful implementation.
- The ROI on these systems is typically 12 months. A 3 month faster implementation is the same as a 25% price advantage.

Money Back Guarantee

- Protect your investment with a money back guarantee should NOVAtime ever be acquired by a third party.

**No charge for
version upgrades
or product
enhancements.**

NOVAtime provides you with the latest time and attendance technology for as long as you own the system, Version upgrades, features and system functionality for your business are always provided — at no additional charge.

PART IV – Response to Fayetteville’s Requirements

2.1 Network Environment

2.1.1 State the ability of your proposed solution to operate in this network environment and identify any possible impact(s) this network environment may have upon your solution.

The NOVAtime proposed solution is able to operate in the City of Fayetteville’s network environment. NOVAtime offers both a hosted and self-hosted product focused on public sector organizations.

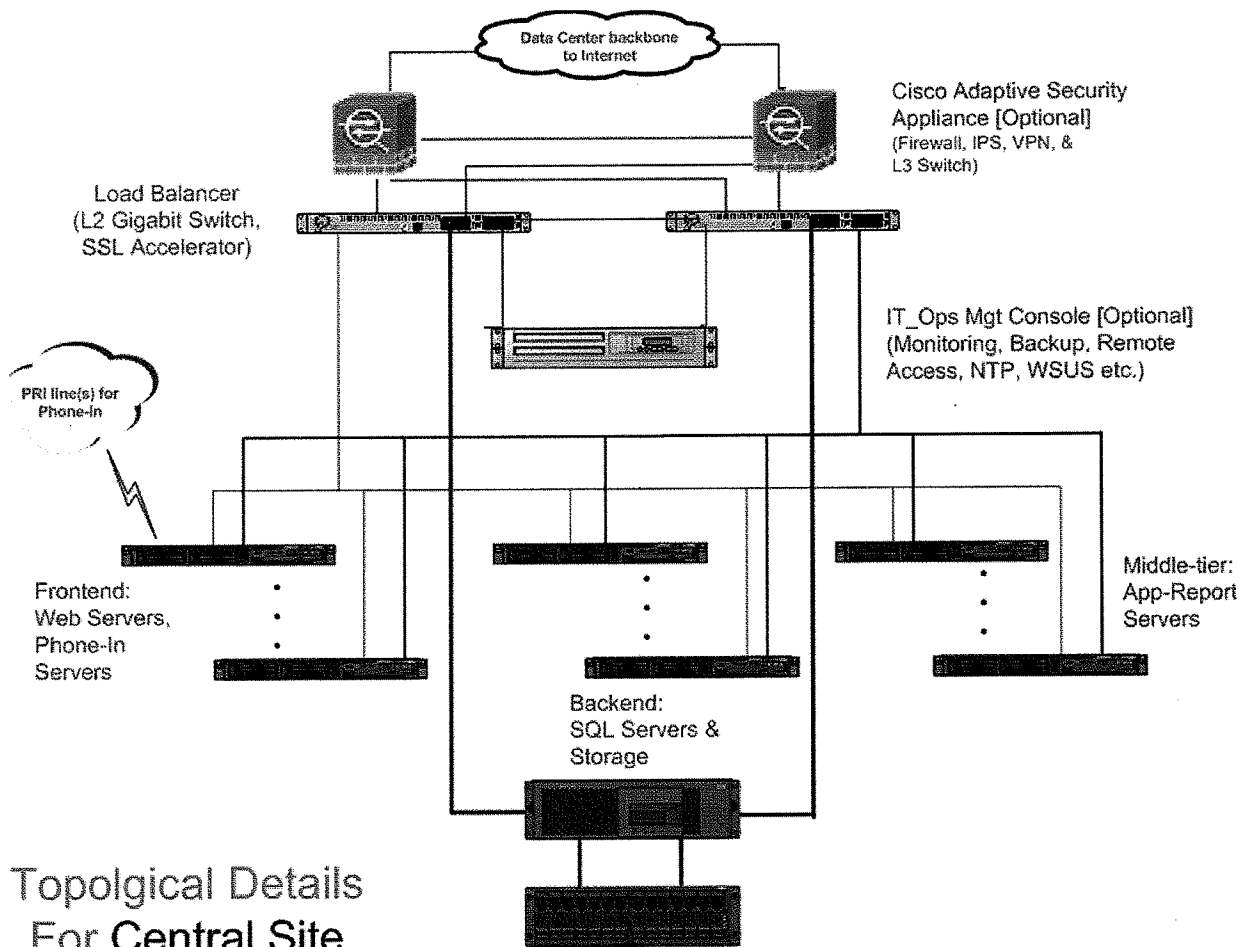
NOVAtime is proposing two options: the self-hosted NOVA4000 Star solution and hosted NOVA4000 (SaaS). NOVAtime does not foresee any issues in your requirements or network infrastructure that will adversely impact the existing network environment or its performance.

All NOVAtime systems utilizes SSL encryption protocol for all external connections; internally, we use a proprietary GUI encryption protocol with a SQL database on .NET framework, and all NOVAtime systems use common ports (80/443, standard http and https).

As part of the implementation process, NOVAtime’s Professional Services Staff will work hands-on with the City of Fayetteville IT staff to make certain all aspects of the infrastructure, installation, data security and configuration activities are handled with professionalism, on time, and on budget.

The NOVAtime team will work with the City of Fayetteville and its vendors to make certain that our system is integrated with the above listed systems and specifications. We will test for connectivity and personally train all users on how to use the system.

Below is a diagram of the NOVAtime proposed solution:



Topolgical Details
For Central Site

2.1.2 State whether the proposed solution is offered as a hosted solution.

NOVAtime 4000 is our hosted solution. We have proposed it under OPTION 2 in the Pricing Section of our response.



2.2 Server/Services

State the ability of your proposed solution to interoperate in the following server/services environment and identify any possible impact(s) this environment may have to your solution.

2.2.1 The City maintains Centralized Servers/Services

NOVAtime 4000 and 4000 Star will interoperate with the City of Fayetteville's Centralized Servers/Services without any adverse impacts.

2.2.2 Systems Management Services

NOVAtime 4000 and 4000 Star will interoperate with the Systems Management Services without any adverse impacts.

2.2.3 VMWare Virtual Servers

NOVAtime 4000 Star is compatible and supports VMWare Virtual Services without any adverse impacts.

2.2.4 Windows Domain Services

NOVAtime 4000 and 4000 Star interoperates with Windows Domain Services without any adverse impacts.

2.2.5 Windows 2003 Active Directory Domain structures.

NOVAtime 4000 and 4000 Star interoperates with Windows 2003 Active Directory Domain structures without any adverse impacts.

2.2.6 Windows 2000 and 2003 Server Operating Systems

NOVAtime 4000 Star interoperates with Windows 2000 and 2003 Server Operating Systems without any adverse impacts.

2.3 Database Systems

State the ability of your proposed solution to operate in the following operating environment and identify any possible impact(s) this environment may have to your solution.

2.3.1 The system shall be designed to be SQL based, client/server, which pushes processing to the central server to minimize impact on the wide area network.

NOVAtime 4000 Star and NOVAtime 4000 utilize a SQL database on .NET framework, and all NOVAtime systems use common ports (80/443, standard http and https) which pushes processing to the central server to minimize impact on the wide area network.

2.3.2 It is assumed that the specific server requirements for this system will be determined by the software system requirements, with choices limited to Windows 2003 Server or Red Hat Linux. Proposer shall provide specifications for required Server(s).

The NOVAtime proposed solution is able to utilize Windows 2003 Server or newer. Our professional service staff will work with the City of Fayetteville IT staff to scope out the current infrastructure and determine what current hardware can be utilized as well as what hardware needs to be acquired to fulfill the desired system performance goals.

NOVAtime has provided the specifications for required Server(s) on the next page.

Server Requirements

Function	Hardware ¹	Software OS ²	Software	Quantity (initial ⁵ for Production)	Configuration Remarks
Frontend – Web Server cluster	RAM: 4 Gigs Processor – 2x Dual Core Intel Xeon (3.2 GHZ) Hard Disks- 2x80G 15K 3.5" SAS	Windows 2003 R2 STD x32	Microsoft IIS 6.0 ³ with SMTP component, or available SMTP relay	Two	RAID1 or one disk as cold spare with a ready-to-go image
Middle-tier - Business Logic cluster	RAM: 4 Gigs Processor – 2x Quad Core Intel Xeon (3.2 GHZ) Hard Disks- 2x146G 15K 3.5" SAS	Windows 2003 R2 STD x32	NOVAtime 4000 services: Calculation, Report, Notification, Task Scheduler Word+Excel 2003 or above ⁴	Two	RAID1 or one disk as cold spare with a ready-to-go image
Backend - Database server	RAM: 32 Gigs Processor – 2x Quad Core Intel Xeon (3.2 GHZ)	Windows 2003 R2 STD x64	Microsoft SQL STD 2005 (SP2) x64, with Processor licenses (2)	Two	System Partition: RAID1 (SAS 15k rpm drives)
Storage	SAS (15krpm) or FC drives 1 TeraByte is plenty to start	Depends on vendor	Depends on vendor	One	Data on SAN: Min RAID5 with hot spare Dual controller recommended
Load Balancer	CoyotePoint Equalizer E550si OR Cisco CSS 11500 series	N/A		Two (see 1 in "Configuration Remarks" column)	1. Min. Active-Standby mode for fault-tolerance. 2. Support sticky/persistent web clusters 3. Support SSL termination

2.3.3 Microsoft SQL Server 2005 or greater is our preferred database.

NOVAtime 4000 and NOVAtime 4000 Star utilizes Microsoft SQL Server 2005 or newer for the database.

2.3.4 The database must follow open database standards.

Microsoft SQL Server DBMS follow the open database standards requested above.

2.3.5 No intermediate or proprietary databases used.

NOVAtime 4000, 4000 Star do not use intermediate or proprietary databases.

2.3.6 Can the solution scale to support all employees on a single database? Please provide testing results that demonstrate this scalability.

Yes, NOVAtime4000 and 4000 Star are fully scalable to support all employees on a single database.

NOVAtime has customers with employee counts from 100 to over 40,000. NOVAtime performs reliability and stability testing with every release, including bug fixes and patches.

NOVAtime utilizes an open modular design that fits easily into any organization's IT / computing environment, adapting to changes and facilitating growth. Our software is fully implemented via Object Oriented Programming (OOP) using Unified Modeling Language (UML) framework.

Our multi-tiered software architecture and cluster design enables NOVAtime to add server capacity on-demand, at the precise tier, without interrupting service, to achieve high performance, and true scalability.

Description of NOVAtime's Performance Testing Methodology

We use different type of scripts for performance testing. The variables parameters used in performance testing are:

- ✦ Client Size (small, medium, large)
- ✦ # of constant load (10, 50 ,100, etc.)
- ✦ Standard scenarios and test cases covered are:
 - EWS Punch
 - EWS Login/Navigation
 - EWS Timesheet Edit
 - SWS Login/Navigation
 - SWS Timesheet Edit
 - AWS Login/Navigation

Types of Performance Testing Used

NOVAtime runs the following testing to ensure our application works well under load condition and in a multi-tiered installation.

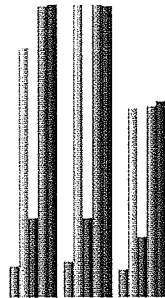
- ✦ Load testing and mixed scenario testing: With every major release we go through performance and scalability testing. We use Visual Studio Team System Testing Tools for load testing. Mostly commonly used web pages/tabs and functionality are tested for performance and scalability with help of various predefined mixed-scenario test scripts to hit the staging servers.
 - Scenarios involved mostly commonly used features in our application such as employees punching thru the EWS login page, supervisors reviewing employee timesheets, supervisors viewing general employee data, just to name a few.
 - Additional test cases include machines variation (such as removing machines and running test scripts) on load balancing cluster.
- ✦ Stress testing: As needed, we will run stress testing if we have possible code changes in core area of our application that may negatively impact or improve machine performance dramatically. To understand analyze the impact these major core changes in code, we run stress testing. The test would involve testing beyond normal operational capacity, often to a breaking point, to observe the results. We proactively address any issues discovered in the testing before these types of code changes hit production.

Monitor Average User Response Time & Availability

In Phase 1 of NOVAtime 4000, our project team focuses on implementing the solutions related to the fundamentals of running a superb SaaS. Items like Configuration Management, Change Control, Escalation, Alert Management took precedence in the SaaS architecture. In Monitoring, we focused on infrastructure fundamentals like system parameters and network bandwidth.

Below please find the most recent statistical data:

Monthly history

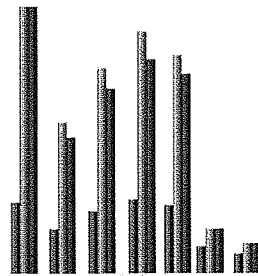


Jan 2008 Feb 2008 Mar 2008 Apr 2008 May 2008 Jun 2008 Jul 2008 Aug 2008 Sep 2008 Oct 2008 Nov 2008 Dec 2008

data up to 03/17/08

Month	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Jan 2008	557	4683	458082	1700555	18.50 GB
Feb 2008	648	5500	460945	1709707	18.40 GB
Mar 2008	499	3574	350638	1117966	12.33 GB

Days of week



Mon Tue Wed Thu Fri Sat Sun

Day	Pages	Hits	Bandwidth
Mon	27995.67	106423.67	1.26 GB
Tue	17470.67	60062.67	656.11 MB
Wed	24673.50	82093	887.03 MB
Thu	29053	96762	1.01 GB
Fri	27184	87311	958.78 MB
Sat	10250.67	17286.67	208.90 MB
Sun	7222	11438.33	136.27 MB

We did perform some tracking on average user response time and availability to make sure that our service level is high.

Below please find some NOVA 4000 Page Load data from tests conducted in July 2007, concluding all systems have sufficient resources to handle growth.

Preliminary NOVAtime 4000 Page Load Test

When: July 2007 (1 month duration)

How we tested:

- Using the WebMetrics service, we configured Monitoring Agents to track the response time of the 4000 login page.
- We invoked a set of 14 Monitoring Agents, all from cities within the continental US, to access the 4000 login page regularly.
- The cities were (from West to East): Seattle, San Francisco, Los Angeles, San Diego, Phoenix, Colorado Springs, Dallas, Houston, St. Louis, Chicago, Atlanta, Miami, New Jersey, Boston

Results and Analysis

- We realized that some graphic files needed to be optimized for the web. These were from the 4000 product which is usually deployed within an Enterprise network without bandwidth constraint.
 - Action Taken – graphic files optimized and reduced download time.
- We have a linked to the Network Solutions Site Seal for our SSL certificate on the login page. We observed that sometimes the DNS lookup for the link will take its time, skewing the Average Load Time.

Action Taken – reported to Network Solutions and they acknowledged that it is a 'known issue'.

Address  <https://www2.webmetrics.com/e/cpcgi/gen>

 WEBMETRICS

Daily Report for novatime (July 17)

If graphs do not display, [click here for help](#) or [click here to access these reports online](#).

☒ **Forward This Report**

SiteMonitor Services	July 17				7 Day Uptime	30 Day Uptime	90 Day Uptime	365 Day Uptime
	Avg Load Time	Uptime	Errors	Successes				
novatime4000	2.82	100.00	0	26	Connection to 2 different clients in Data Center			
novatime4000-demo2	2.40	100.00	0	26				

In 2008 NOVAtime IT focuses on setting up tools to monitor and collect statistics in both the Web Frontend and the SQL Backend. In conjunction with R&D, NOVAtime will include statistics specific to the NOVA 4000 application. Metrics like the response time for typical employee and supervisor operations, to the types of SQL transactions.

Summary - All systems have resources to handle growth.

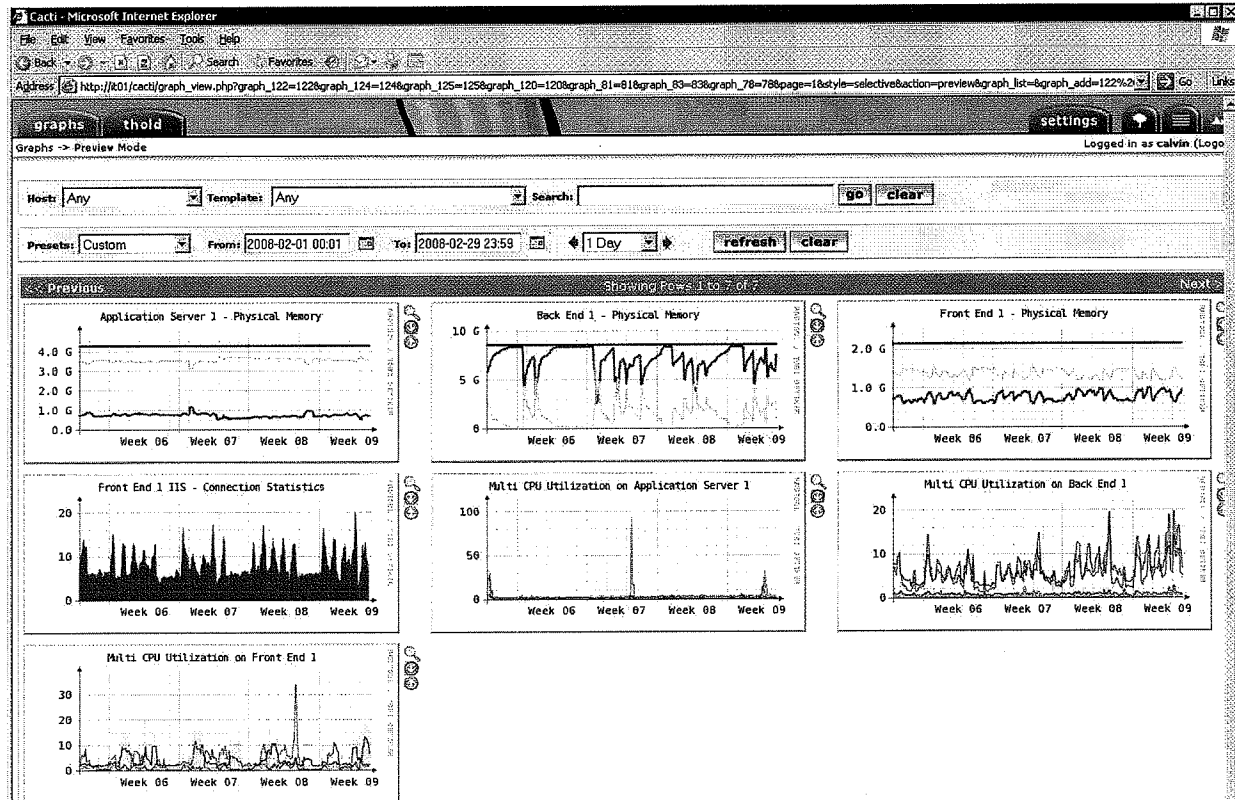
Average Utilization

FrontEnd: CPU under 20%, RAM under 50%

MiddleTier: CPU under 15%, RAM under 25%

BackEnd: CPU under 15%, RAM under 70%

(higher utilization due to memory handling nature of SQL 2005)



2.4 Web Servers

Current web servers are Windows IIS and Red Hat Linux running the Apache web engine.

2.4.1 State whether your proposed solution is Web-based with time, attendance, leave, and scheduling information on a single, centralized database.

NOVAtime 4000 and 4000 Star is 100%, fully Web-based interfaces for all user types. NOVAtime 4000 and 4000Star also include time, attendance, leave, scheduling, and expense management on a single, centralized database compliant with the Windows IIS.

NOVAtime 4000 and 4000 Star also include an attendance point tracking system that automates attendance rules and offers employee attendance incentives.

The available time collection methods offered include Web Browser, Ethernet/Modem/Wireless badge and biometric time clocks, Telephone IVR, and portable terminals (wireless or cellular).

2.4.2 State whether your offering is capable of operating in the City's web server environment. Also, please identify any possible impact(s) that the use of this offering may have to your solution.

The NOVAtime proposed solution is capable of operating in the City of Fayetteville's web server environment. Based on the information provided, we do not foresee any issues that will adversely impact the existing network and web server environment for the City of Fayetteville.



2.5 Workstations and User Interface

State the ability of your proposed solution to meet the following User Interface requirements and identify any possible impact(s) these requirements may have to your solution.

2.5.1 Workstations: We currently have deployed Windows 2000 Professional and Windows XP Professional with Microsoft Office XP, Novell GroupWise, anti-virus, and clients for all system management tools.

NOVAtime is a Microsoft Gold Certified Partner and is capable of supporting the User Interface requirements requested above.

2.5.2 End users *do not* have any administrative rights in this environment to networked servers or on local workstations. Users are not granted any specific access privileges on the local workstation other than as a standard Windows Power user. Please define any special or unique rights or privileges your solution would require.

NOVAtime 4000 and 4000 Star do not require users to have any special or unique rights, or privileges. All user profiles within the application are role based and determined by the City of Fayetteville.

2.5.3 The application shall run natively as a 32-bit application.

NOVAtime 4000 and 4000 Star run natively as a 32-bit or 64-bit application.

2.5.4 The application shall be intuitive and easy to learn.

NOVAtime 4000 and 4000 Star are intuitive and easy to learn. If your users know how to navigate using a browser like Internet Explorer or Safari, we are confident that your employees will be comfortable using the application. To support your end users, NOVAtime offers unlimited training for life for end-users and supervisors on an as-needed basis to ensure that the City is using the application to its fullest capabilities. In addition to unlimited virtual classroom training (via WebEx) NOVAtime, will create additional tutorials modified or tailored to the City of Fayetteville's specific training needs.

In addition, NOVAtime features an on-line, user-friendly tutorial accessible through a 100%, fully Web-based infrastructure to train users by walking them through the events necessary to accomplish a specific task via Pre-Recorded computer based sessions with live instructor-led WebEx training, Live On-Line, Live Custom On-Line, Live On-Site, Computer-Based Training, Manuals and Online Help to assist users within the City of Fayetteville.

Some on-line training examples include:

Employee Web Services (EWS) - *Clock in or out and verify timesheet via a web browser; Job transfer via a web browser; and Submit the Timesheet.*

Supervisor Web Services (SWS) – *Approve the Timesheet and Schedule Employees*

Administrator Web Services (AWS) – *Add Holiday Dates ; Holiday Posting; Holiday Rule Assignment.*

2.5.5 The application shall have context sensitive, customizable on-line help.

NOVAtime 4000 and 4000 Star has context sensitive, customizable on-line help.

2.5.6 The application shall use a GUI that is industry-standard and complies with guidelines published in Microsoft's User Interface Style Guide. Items and buttons in toolbars and menus should gray out when unavailable.

NOVAtime is a Microsoft Gold Certified Partner and is capable of supporting the User Interface requirements based on Microsoft's User Interface Style Guide.

2.5.7 The application shall be able to handle multiple date formats for input and output, with intelligent fields.

NOVAtime 4000 and 4000 Star is capable of handling multiple date formats.

2.5.8 Searches shall not be case sensitive and shall be capable of being canceled while in progress.

NOVAtime 4000 and 4000 Star searches are not case sensitive.

2.5.9 The application shall support both 12 and 24 hour clock modes.

NOVAtime 4000 and 4000 Star support 12 hour and 24 hour clock modes.

2.5.10 The application shall support "Key Once" data entry, no duplication of effort or repetitive activities.

NOVAtime 4000 and 4000 Star supports "Key Once" data entry, in order to eliminate duplications of effort or repetitive activities.

2.5.11 The required minimum specifications are for the purpose of describing and establishing general quality levels and are not intended to be restrictive. The proposed system shall be considered for any brand/products which meets or exceed the quality of specifications listed and are deemed acceptable by the City of Fayetteville.

2.6 Hardware Requirements for Proposed Solution

2.6.1 Please describe the proposed hardware infrastructure (servers, services, workstations, applications, licenses etc.) required to support your proposed solution.

The proposed hardware infrastructure (servers, services, workstations, applications, licenses etc.) required to support the NOVAtime proposed solution is referenced in section 2.3.2.

2.6.2 Please identify the minimum and recommended hardware requirements for each server identified in the previous paragraph.

Please reference section 2.3.2 for the minimum and recommended hardware requirements for each server.

2.6.3 Please identify the minimum and recommended hardware requirements for each workstation which will access the services provided by the proposed solution.

Internet Explorer 6 or higher is the minimum and recommended hardware requirements for each workstation which will access the services provided by NOVAtime.

2.7.1 Define the performance specifications that your proposed solution was designed to meet for each of the following actions:

2.7.2 Time to store information.

The NOVAtime proposed solution takes under 3 seconds to store information.

2.7.3 Time to change pages.

The NOVAtime proposed solution takes under 3 seconds to change pages.

2.7.4 Time to retrieve search results.

The NOVAtime proposed solution takes under 3 seconds to retrieve search results.

2.7.5 Time to generate and print simple reports.

The NOVAtime proposed solution takes under 10 seconds to generate and print simple reports.

2.7.6 Time to generate and print complex reports.

The NOVAtime proposed solution takes under 20 seconds to generate and print complex reports.

2.7.7 Explicitly define the network and hardware configuration upon which these estimates were derived.

Please reference the schematic in section 2.1.1 for network and hardware configuration upon which these estimates in this RFP were derived.

2.8 Training/Tutorial & Customer Service

2.8.1 List and describe any additional types of training (those that are not included in your proposal) that your company can provide to train users, administrators, and support engineers. Include your estimated fee schedule and the location for each type of training.

NOVAtime provides comprehensive training programs that ensure ongoing competence within the installed solution and the materials to provide self-training for new team members.

Training features included in our proposal include: onsite train the trainer, on-site end users training upon request, unlimited Pre-Recorded computer based sessions and live instructor lead WebEx training. NOVAtime offers unlimited training for life for end-users and supervisors on an as-needed basis to ensure the application is being used to its fullest capabilities.

2.8.2 Describe the training methodologies you propose to use to meet the City's training needs and any training practices that make this approach the best choice for the City.

NOVAtime has developed and refined our methodologies with rigorous testing and successful implementation and applies industry-leading practices to ensure quality training.

Please see the next page for a more in depth look at NOVAtime's training methodologies.

Training

INITIAL TRAINING PLAN

Phase I training focuses on the super users and core administrators of the Time and Attendance solution. The chart below represents the functional requirements versus user group needs. Also included in this phase is detailed pricing for each user group. The timeline of this training occurs within the first 15-30 days of the project and parallels secondary project activity including rule development and system interface development.

Functional Areas	User Groups				
	Train-the-Trainer	IT / Admin Systems Support	Network Support	PC Support	HR/Payroll Personnel
Infrastructure / Application Deployment	N/A	?	?	?	N/A
Core Application Configuration	N/A	?	?	?	?
Super Admin / Company Setup	N/A	?	?	?	?
System Configuration (Policy, Codes, Etc.)	N/A	?	?	?	?
Supervisor Web Services - Workflow	?	?	?	?	?
Administrator Web Services – Workflow	N/A	?	?	?	?
Employee Web Services - Workflow	?	?	?	?	?
Data Collection / Hardware Interface	?	?	?	?	N/A
Application / External Interface	N/A	?	?	?	N/A
Advanced Concepts / Troubleshooting	?	?	?	?	?
Payroll Processing	?	N/A	N/A	N/A	?

Legend

?

Required Participation

?

Optional Participation

N/A

Not Applicable to User Group

The following chart outlines the estimated initial training time that will be required for each of the identified user groups. This could change based on requirements from the City of Fayetteville due to their role in the project:

User Groups	Training Hours/Coworker	Comments
Network Support	24	Second level support - Network Issues
IT Admin Support	24	First level support - software assistant to users
Train-the-Trainer	40	Responsible to train Supervisors and end users
HR/Payroll Personnel	8	Daily users of the software
Remote Support	8	Second level support for PC/Application Issues

Phase II of the training plan will cover the ongoing end user and employee training for each department. This phase focuses on the use of Train-the-Trainer and web training sessions. It is important to realize that this training phase runs the course of the project and will be completed only as the final department migrates to the NOVAtime Time and Attendance solution.

Train-the-Trainer

These sessions typically last up to two days and focus on specific functional areas for a group of users. Class sizes range from 10-25 participants per session. As a result of these sessions, it is intended that users can then go back to their departments and train additional users and employees on the system.

Training Facilities

Use of the client's training facilities would be the primary accommodation for training to ensure deliverables and environment consistency. Secondary sessions and follow-up classes will use combinations of on-site and web training as needed.

Web Training

Web training sessions are usually scheduled throughout the deployment as refresher courses and are most often used near payroll parallel and testing timelines. These sessions typically last 1-2 hours in length and participation may be limited to 25 users.

Self-service training options are available on a per-engagement level only. Existing video libraries and web sessions may be modified to reflect the specific scope and functionality of the current project requirements.

POST IMPLEMENTATION TRAINING

Technical Training

NOVAtime will host 1-3 days of training annually at the NOVAtime facility for all Technical personnel, including but not limited to Project Sponsor/Technical, Technical Lead, Technical Architect, and Technical Support. This will provide detail on any updates in the structure of the software or interface language as well as any issues that were noted with external software and hardware updates and changes that have occurred or will be taking place. There may also be mini-sessions that take place during the year via web access as necessary.

Software Support

Your Software Support personnel at the help desk will attend an annual update session that will be held at your facilities and on the Web for remote employees. This session will be 2-4 hours and will address any new features or changes to the software that would impact their roles.

Payroll Employees

For your employees, NOVAtime will be hosting Continuing Education via web training sessions that users can access remotely to minimize impact on their time and keep them more efficient. These will be 2-4 hour sessions that will keep stay current with new product functionality, best-practices, and general refreshers to common tasks within the NOVAtime solution.

Supervisors and End Users

There typically is limited training that required on an ongoing basis for these users. If there are any changes in software that may affect them a self-service training video and presentation would be done.

Personnel Changes

Changes in personnel take place on a regular basis in any organization. Training for any payroll related personnel can be accomplished via pre-recorded training modules for via live, instructor-led WebEx classroom.

Shortest "hold time" in the industry for technical support.



Customer service is the most important component of long-term business relationships. NOVAtime's technical support department is the best in the business.

2.8.3 Many systems employ on-line help systems to assist user. Some even include an on-line tutorial to train users by walking them through the events necessary to accomplish a specific task.

As a part of the software for life offering with unlimited end-user and supervisor training through NOVAtime, we would be happy to create additional tutorials modified or tailored to the City of Fayetteville's specific training needs.

2.8.4 Does your system have an on-line tutorial available?

Yes, NOVAtime 4000 and 4000 Star has on-line tutorials available. This is complimented by unlimited end-user and supervisor training via WebEx on an as needed basis.

2.8.5 If so, is it capable of running the system live against sample data?

No.

2.8.6 If training is to be provided as part of this project, enclose the current credentials for the resource(s) who shall provide this service and describe the quality assurance processes you employ to ensure that the training provided meets yours and the customer's expectations. If written, recorded or on-line training materials are to be used, enclose samples of these training materials.

NOVAtime provides training with every project to maximize efficiency of the customer.

NOVAtime provides a full range of documentation including System Manuals, Quick Reference Guides, Installation Procedures, and a complete On-Line Resource Library. Once the implementation is completed, your staff will be directed to the NOVAtime support "Help Desk". The "Help Desk" will provide on-going support for the NOVAtime System.

The following pages are a sample training curriculum for a Supervisor / Timekeeper user. This is representative of materials delivered for End User training, Supervisor training and Payroll Administrator training.

NOVAtime[®]
FEEL THE POWER
Supervisor Web Services
Training and Quick Reference

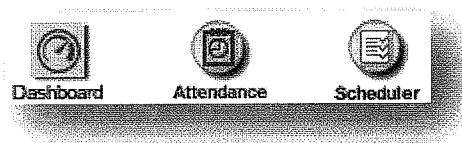
1.1 Brief Overview

Welcome to the Supervisor Web Services training manual! NOVAtime® 4000 is a robust software package with many options. Using this manual, you will learn how to manage your employees in the NOVAtime system efficiently and effectively.

The manual is organized both for your initial training and as a quick reference for daily tasks. If after reviewing the information in this manual you still need assistance in accomplishing a task, please contact your NOVAtime administrator.

1.2 How to Use This Manual

NOVAtime encourages each supervisor to read through the entirety of this manual and understand the content. We realize, however, that supervisors often have more work than time, and organized the manual appropriately. For example, a supervisor needing assistance in approving a timesheet will find "4.25 Approving Timesheets" in the Table of Contents. The organization of content in this manual allows a supervisor to find help with daily tasks quickly and easily.



Categories

Each chapter in the manual is named for the corresponding category in NOVAtime 4000. Unless otherwise indicated, all sections in the chapter refer to that category. Categories in the NOVAtime system are arranged along the top right of your browser window.

Figure Numbers

Many times throughout this manual, numbers like this: ❶ will appear both in figures (images) as well as the accompanying text. The first number will always reference the figure to which it corresponds. For example, if we were referring to the Categories figure on the previous page, we might say : "Click the Attendance icon ❶ (see Fig. 1.1)."

Administrator

At several points, the manual may refer to your "administrator." This referral simply means the person who manages your NOVAtime system.

Accessing NOVAtime

The Administrator/Supervisor Web Services Login is the entry point to NOVAtime 4000. To access the system, you will need a standard Internet browser (preferably Windows[®] Internet Explorer[®] or Mozilla Firefox[®]).

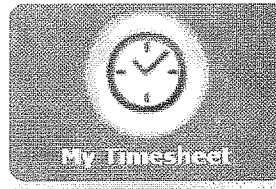


Figure 2.1 – Supervisor/Administrator Web Services

2.1 Logging In

NOVAtime uses your system login. To access the system:

- Open a browser, and go to the Employee Directory at <http://NOVAtime/HA>. This requires you to be on the Heritage network and logged in as an employee (VPN connection if offsite, for example).
- Click on the "My Timesheet" clock icon. (see Fig 2.1)

Dashboard

The Dashboard is your home in the NOVAtime 4000 system. Common tools such as published reports and exception summaries are presented in an up to date, easy to read format. Additional gadgets may be added at a future date. For now, the dashboard will mostly be the home location for various reporting tools.

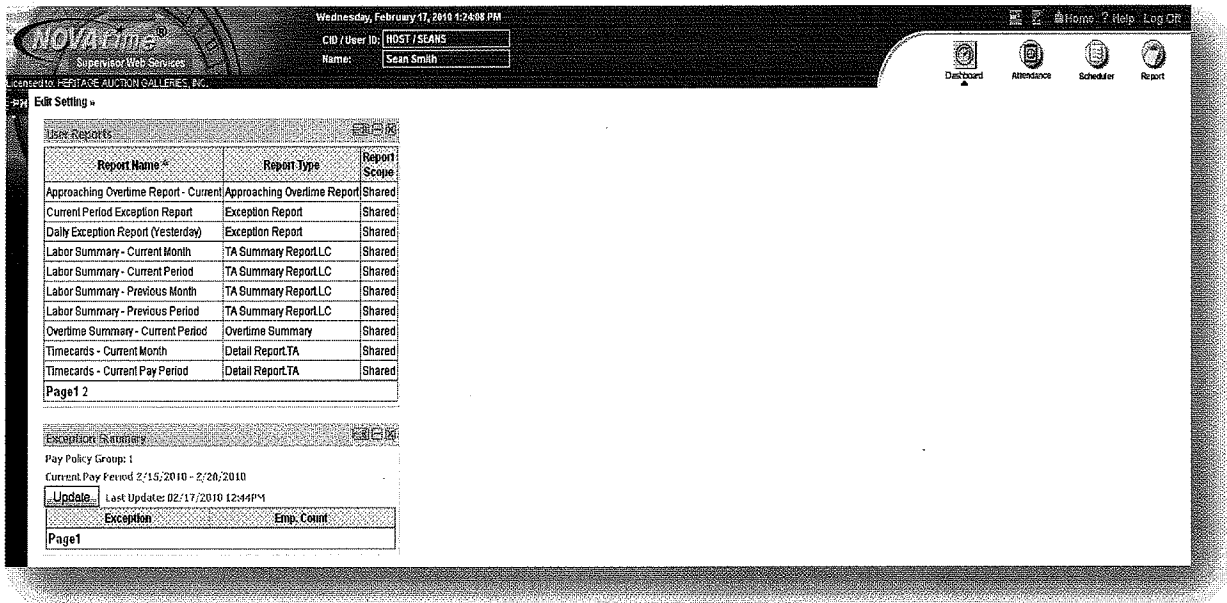


Figure 3.1 - Dashboard

Attendance



The Attendance page in NOVAtime 4000 contains everyday supervisor tools such as employee timesheets, accrual, and history. The majority of employee management happens in this section of the software.

Overview Summary Timesheet Schedule Accrual Point System History In/Out Board Posting Unclaimed Access Control Access									
Pay Period: 07/01/2009 (Wed)-07/16/2009 (W) Last updated: Tuesday, 07/14/2009 8:38 AM Update Update Schedules Group									
Company	My Employees 3			Timesheet Status 4				Total 5	
	Employees	Pay Period 3/3	OPEN	SUBMIT	APPROVED	SECONDARY	PAYROLL	Sch.Hr	Total
[21] MSMM	73	73	73	0	0	0	0	7,205.00	20.50
[100] Parks and Recreation	1	1	1	0	0	0	0	99.00	0.00
[223] City Administration	10	9	9	0	0	0	0	891.00	0.00
[401] HCM	7	7	7	0	0	0	0	693.00	0.00
[DEN] Denver	2	2	2	0	0	0	0	198.00	0.00
Totals	93	92	92	0	0	0	0	9086.00	20.50

Figure 4.1 – Attendance Overview

4.1 Overview and Summary

The Overview and Summary pages offer an at-a-glance view of your organization.

Overview

This section allows a supervisor to verify time for his/her entire group or department.

For a given pay period 1 (see Fig. 4.1), a supervisor may view the collective statistics for their group(s). View another pay period by clicking the calendar icon 2 and selecting a date within that pay period. The current total of employees in each group 3 as well as the group's current timesheet status 4 are immediately visible. Total hours 5 allows a supervisor to compare total scheduled hours against actual hours worked.

Overview Summary Timesheet Schedule Accrual Point System History In/Out Board Posting Unclaimed Access Control Access									
Pay Period: 07/01/2009 (Wed)-07/15/2009 (W) Last updated: Tuesday, 07/14/2009 8:38 AM Update Update Schedules Group									
Company	My Employees 3			Timesheet Status 4				Total 5	
	Employees	Pay Period 3/3	OPEN	SUBMIT	APPROVED	SECONDARY	PAYROLL	Sch.Hr	Total
[21] MSMM	73	73	73	0	0	0	0	7,205.00	20.50
[100] Parks and Recreation	1	1	1	0	0	0	0	99.00	0.00
[223] City Administration	10	9	9	0	0	0	0	891.00	0.00
[401] HCM 1	7	7	7	0	0	0	0	693.00	0.00
[DEN] Denver	2	2	2	0	0	0	0	198.00	0.00
Totals	93	92	92	0	0	0	0	9086.00	20.50

Figure 4.2 – Navigating to the Summary Page

The group name 1 (see Fig 4.2) links directly to the group's summary page.

Summary

This section allows a supervisor to verify time reporting and approve timesheets for individual or multiple employees.

Overview Summary Timesheet Schedule Accrual Point System History In / Out Board Posting Unclaimed Access Control Access Control K									
Pay Period: *07/01/2009 (Wed)-07/15/2009 (W) 1 Last updated: Tuesday, 07/14/2009 8:38 AM Update Update Schedules									
Group / Filter By: All 2 Employee Search 3 4									
Status Filter: All 3									
Unopened Timesheets: 0									
Opened Timesheets: 92 Save Approve this Page									
ID	NAME	Sch.Hr	Reg.Hr	OT-1	OT-2	Pay Amount	Timesheet Status		
1001	JONES, DANA 5	99.00	4.50	0.00	0.00	\$56.25	OPEN		
1002	FREEL, CHERYL	99.00	4.00	0.00	0.00	\$56.00	OPEN		
1003	SNOOK, PATRICA	99.00	4.00	0.00	0.00	\$80.00	OPEN		
1004	JOHNSON, BRIAN	99.00	0.00	0.00	0.00	\$0.00	OPEN		
1007	MILLION, CHERYL	99.00	4.00	0.00	0.00	\$0.00	OPEN		
1010	WES, KEN	99.00	0.00	0.00	0.00	\$0.00	OPEN		

Like the Overview page, a supervisor can move between pay periods using the calendar icon 1 (see Fig. 4.3). Several search and filter options are available for quickly grouping employees:

- Filter by pre-determined groups 2 such as company, department, or location.
- View employees by timesheet status by selecting any approval level up to and including your own level of timesheet approval.
- Search for an employee by name 4.

In Figure 4.3, "Employee Search" for *Jones* returns all names seen above, with a red arrow highlighting "Dana Jones."

"Employee Filter" for "Jones" returns only "Dana Jones." To return to the complete listing of employees, click the *Cancel Filter* button.

- Any name in the employees list can be clicked 5. Clicking an employee's name will take you to their timesheet for the pay period currently selected on the Summary page.

Employee timesheets can be approved individually or several at a time from the Summary page. For more information on this process, please see section 4.25.

4.2 Timesheet

The most important page in NOVAtime 4000 for supervisors is Timesheet. A supervisor can view, edit, and approve individual employee's timesheets from this page. The following subsections detail the information and options available on the Timesheet page.

4.2.1 Searching Employees

Timesheet Search Interface:

Left Panel (Search Results):

- Active: ☒ (1) Group Filter
- All Timesheets: (2) Count: 92
- Search: john (3) Found: 1 (4) Filter
- Navigation: 1 2 3 4 5 6 7 8 9 10

Right Panel (Employee View):

[1004] JOHNSON, BRIAN (Goto Employee) (Goto Schedule)

Job Class: 3155 | Department: 50054040 | Pay Policy: 1 | Shift No: 0

Date	PayCode	In	Out	Reg	OT-1	OT-2

Timesheet Summary: Group By: Paycode

Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay
2[VACA]	1			1			8.0
3[SICK]	2			2			40.0

Accrual Summary:

Pay Code	Code	Last Post Date	Post Type	Accrued/Used
2[VACA]	1	10/20/2008	T	8.0
3[SICK]	2	01/01/2008	S	40.0

Point System Summary:

Point Rule	Description	Last Post Date

Figure 4.4 – Timesheet Search

Like the Summary page, a supervisor can search by group ① (see Fig 4.4) from the Timesheet page. Additionally, timesheets can be viewed by approval status ②.

Searching for an employee ③ will return the first match containing the search text. In this example, "john" returns "Brian Johnson." To filter the list of employees to only those containing "john", check the "Filter" option ④. Alternatively, a supervisor can move through employees containing "john" using the left and right arrows ⑤.

4.22 Viewing Timesheets

Pay Period: ▼ *07/16/2009 (Thu)-07/31/2009 (Fri) Timesheet Status: OPEN ①

 [1011] TERN, DEXTER Goto Employee | Goto Schedule

▶ Job Class : 2500 ▶ Department : 50054020 ▶ Pay Policy: 1 ▶ Shift Number:

Date	PayCode	In	Out	Reg	OT-1	OT-2
Thu 07/16/2009	3[SICK]			8.00	0.00	0.00
Fri 07/17/2009	3[SICK] ②			8.00	0.00	0.00
Sat 07/18/2009	Unscheduled			0.00	0.00	0.00
Sun 07/19/2009	Unscheduled			0.00	0.00	0.00
Mon 07/20/2009	3[SICK]			8.00	0.00	0.00
Tue 07/21/2009	0[WKHR] ③ 9:53AM *			0.00	0.00	0.00
Wed 07/22/2009	Scheduled	10:00AM	7:00PM	0.00	0.00	0.00

Figure 4.5 – Employee Timesheet

Timesheet Status

Timesheet Status ① (see Fig. 4.5) is the most important area of the timesheet. Verify the correct pay period in the drop-down list (see section 4.1 for instructions on changing pay periods).

The current approval level appears in the area labeled “Timesheet Status.” Clicking the magnifying glass shows the approval audit trail of this timesheet.

Reading the Timesheet

Each entry in the timesheet consists of a date, pay code, in time, out time, and total hours. For certain pay codes such as sick ② and vacation, no in or out punch is recorded. For these non-calculated pay codes, only total hours are visible.

When an employee punches in, his/her time is recorded in the “In” column ③. The “Out” column ④ is filled in once the employee punches out.

In Figure 4.5, Dexter Tern has not yet punched out for the day. NOVAtime alerts the supervisor to the missing punch by highlighting the exception yellow ④.

(Note: Exception highlighting is optional and may not be enabled in your system. Please contact your administrator for more information.)

Timesheet Summary

Timesheet Summary is a quick view of the employee's hours worked and pay codes for the current pay period. A supervisor may change his/her view of the summary by selecting a grouping method ❶ (see Fig. 4.6). The bottom row of the summary gives totals in each of the available categories. Depending on the administrator's configuration of the software, a supervisor may not see categories such as pay rates.

Timesheet Summary: Group By: Paycode ❶											
Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prem Pay	Total Pay
0[WKHR]	8.25	0.00	0.00	8.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3[SICK]	24.00	0.00	0.00	24.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	32.25	0.00	0.00	32.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accrual Summary ❷											
Pay Code	Code	Last Post Date	Post Type	Accrued/Used	Available	Notes					
2[VACA]	1	04/24/2009	T	8.00	4.04	Usage					
3[SICK]	2	07/20/2009	T	8.00	80.00	Usage					
19[FMLA]	3	03/27/2009	T	8.00	400.00	Usage					

Accrual Summary

Accrual Summary ❷ is an up to date view of the employee's current. Examples of codes in Accrual Summary are vacation, sick, and PTO. Accrual Summary is an optional part of the Accrual module and may not be enabled in your implementation of NOVAtime 4000. Please contact your administrator for more information.

Point System Summary					
Point Rule	Description	Last Post Date	Post Type	Balance	Notes
TAL01	Tardies, Absences, Late - Part Time	07/22/2009	U	0.50	Stop being late.

Point System Summary

Point System Summary displays any active merits or demerits for the employee. This is an optional module and may not be enabled in your implementation of NOVAtime 4000. Please contact your administrator for more information.

4.23 Editing Timesheets

	Tue 07/21/2009	0[WKHR]	9:53AM	*	7:14PM	*	8.25	0.00	0.00
▶/	Wed 07/22/2009	Absent	1	10:00AM	7:00PM		0.00	0.00	0.00
	Thu 07/23/2009	0[WKHR]	10:00AM		7:00PM		0.00	0.00	0.00
	Fri 07/24/2009	1[HOL]	10:00AM		7:00PM		0.00	0.00	0.00
	Sat 07/25/2009	2[VACA]					0.00	0.00	0.00
		3[SICK]							
		4[COMP]							

Figure 4.8 – Pay Codes

Pay Codes

To change the pay code for a day click on the current pay code ❶ (see Fig 4.8). A drop-down list will display pay codes available to you. Select the correct pay code, make any necessary changes to in/out times or hours, and click the Save button.

	Tue 07/21/2009	0[WKHR]	9:53AM	*	7:14PM	*	8.25	0.00	0.00
▶/	Wed 07/22/2009	2[VACA]					8.00	❶	0.00
	Thu 07/23/2009	Scheduled	10:00AM		7:00PM		0.00	0.00	0.00
	Fri 07/24/2009	Scheduled	10:00AM		7:00PM		0.00	0.00	0.00
	Sat 07/25/2009	Unscheduled					0.00	0.00	0.00

Figure 4.9 – Editing Time

Editing Time

To correct, click on the incorrect time and type the correct value. In Fig. 4.9, 7/22 is now a vacation day. Click the cell in the "Reg" column and change the value to 8.00 for eight hours of vacation ❶. Click the Save button to update the timesheet.

	PayCode	Department	Date	In		Out	O/R	Reg
▶/	0[WKHR]	8 [Auctions]	Mon 02/22/2010	09:00AM	*	06:00PM	❶	8.50 ❷
							☐	
							☐	
							☐	

Figure 4.10 – Editing Time

Overriding a Lunch Calculation

Sometimes an employee may work through lunch, requiring the supervisor to override the system's automatic lunch deduction. Check the 'O/R' box ❶ (see Fig. 4.10). Next, alter the time in the 'Reg' column. Above, we would change the 'Reg' time to 9.00 ❷ to credit the entire shift. Click 'Save' when done.

Add |
 Save **3** |
 Delete **2** |
 Undo |
 Print |
 Columns |
 Hourly |
 Recalc

Pay Period: ***07/16/2009 (Thu)-07/31/2009 (Fri)** |
 Timesheet Status: **OPEN**

[1011] **TERN, DEXTER** |
 Goto Employee |
 Goto Schedule

▶ Job Class : **2500** |
 ▶ Department : **50054020** |
 ▶ Pay Policy: **1** |
 ▶ Shift Number:

	Date	PayCode	In	Out	Reg	OT-1	OT-2
	Mon 07/20/2009	3[SICK]			8.00	0.00	0.00
1	Tue 07/21/2009	0[WKHR]	9:53AM	7:14PM	8.25	0.00	0.00

Figure 4.11 – Deleting a Record

Deleting a Record

In addition to editing times, a supervisor may need to delete an incorrect record from the timesheet. Depending on your company's implementation of NOVAtime, deleting a record may not be available to supervisors.

- Click on the record to be deleted. Ensure that the pencil icon appears in the left hand column **1** (see Fig 4.11).
- Click the delete button **2** to remove the record from the timesheet.
- Click the Save button **3** to confirm your changes.

Adding a Record

"Add Record" adds one more row to the timesheet. A new record is only necessary for dates that are not already displayed on the timesheet. If an employee missed a punch, please see section 4.24.

1	Wed 07/22/2009	28[TRVL]			0.00	0.00	0.00
----------	----------------	----------	--	--	------	------	------

Notes:

2

3 |

Adding a Note

To add a note to an entry, click the notes column next to the entry **1** (see Fig. 4.12), enter a note in the box provided **2**, click "OK" **3**, and click the Save button.

4.24 Inserting Punches

Pay Period: 07/16/2009 (Thu) - 07/31/2009 (Fri) Timesheet S

[1011] TERN, DEXTER Go Employee Go Schedule

Job Class: 2800 Department: 50054020 Pay Policy:

Date	PayCode	In	Out	Reg
Thu 07/16/2009	3(SICK)			0.00
Fri 07/17/2009	3(SICK)			0.00
Sat 07/18/2009	Unscheduled			0.00
Sun 07/19/2009	Unscheduled			0.00
Mon 07/20/2009	3(SICK)			0.00
Tue 07/21/2009	0(WKHR)	9:53AM	7:14PM ①	6.25
Wed 07/22/2009	2(VACA)			0.00
Thu 07/23/2009	Scheduled	10:00AM	7:00PM	0.00
Fri 07/24/2009	Scheduled	10:00AM	7:00PM	0.00
Sat 07/25/2009	Unscheduled			0.00
Sun 07/26/2009	Unscheduled			0.00
Mon 07/27/2009	Scheduled	10:00AM	7:00PM	0.00
Tue 07/28/2009	Scheduled	10:00AM	7:00PM	0.00
Wed 07/29/2009	Scheduled	10:00AM	7:00PM	0.00

Insert/Repost Punches

Select Date/Time Information

	Date	Time
1	Tue 07/21/2009	12:00PM ②
2	Tue 07/21/2009	1:00PM ③
3	Thu 07/16/2009	
4	Thu 07/16/2009	
5	Thu 07/16/2009	
6	Thu 07/16/2009	
7	Thu 07/16/2009	
8	Thu 07/16/2009	

Notes:
To INSERT one or more punches, please fill in the information above. Otherwise, please hit [OK] to REPOST a Pay Period.

✓ OK ④ X Cancel

Figure 4.13 – Inserting Punches

Inserting Punches for a Single Employee

Sometimes an employee will miss one or more punches. The “Insert/Repost” button allows a supervisor to enter those missed punches into the employee’s timesheet.

In Figure 4.11, Dexter has forgotten to punch for his lunch break ① (see Fig 4.13). After clicking the “Insert/Repost” button, a supervisor is given the option of entering up to eight missed punches for the employee. In this example, we are entering an *Out* punch at 12:00 PM ② and an *In* punch at 1:00 PM ③, both on 7/21/2009.

Click the OK button ④. The updates appear and are saved in the timesheet (see Fig. 4.14). There is no need to save the timesheet again.

	Tue 07/21/2009	0[WKHR]	9:53AM	*	12:00PM	*	2.00	0.00	0.00
	Tue 07/21/2009	0[WKHR]	1:00PM	*	7:14PM	*	6.25	0.00	0.00

Figure 4.15 – Inserting Multiple Punches

Inserting Punches for Multiple Employees

In some situations, such as after a power outage, it may be necessary for a supervisor to input punches for multiple employees.

- Click the “Multi Add” button at the top of a timesheet ❶ (see Fig. 4.15).
- Move the employees requiring a punch from the left column to the right column by selecting an employee(s) and clicking the single right arrow ❷ . All employees can be moved using the double arrows.
- Verify dates and “Pay Code” in the right-hand column.
- For Fixed punches, enter an “IN Time” ❸ and/or an “OUT Time” ❹ .
- For Dynamic punches, select the “Dynamic” radio button and input hours in the following row (Regular Hrs, OT-1, OT-2).
- To transfer the employees to another group, check the “Transfer to different Groups” checkbox and fill in the transfer information in the box(es) that appears.
- To add a “Reason Code” (optional), select a code from the drop-down list ❺ .
- Click the Process button in the upper left corner to input the punches.

4.25 Approving Timesheets

Pay Period: 07/01/2009 (Wed)-07/15/2009 (We) Timesheet Status: OPEN **Approve**

[1011] TERN, DEXTER Goto Employee Goto Schedule

Job Class : 501 Department : 501 Pay Policy: 1 Shift Number: 11 Pay C:

Notes	Date	PayCode	In	Out	Reg	OT-1	OT-2
	Wed 07/01/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00
	Thu 07/02/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00
	Fri 07/03/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00

Figure 4.16 – Single Timesheet

Single Timesheet

Approving a single timesheet takes place on the individual employee's timesheet page.

- Verify the current pay period. If the pay period is incorrect, choose a date in the correct pay period using the calendar icon **1** (see Fig. 4.16).
- Click the Approve icon **2**. If the icon does not appear, verify the pay period and that "Timesheet Status" is not equal to or above your approval level.
- NOVAtime will display alerts, if any, after clicking *Approve*. If no exceptions are found, the "Timesheet Status" will change and the *Approve* icon will no longer be visible.

Pay Period: 07/01/2009 (Wed)-07/15/2009 (We) Timesheet Status: SECONDARY

[1011] TERN, DEXTER Goto Employee Goto Schedule

Job Class : 501 Department : 501 Pay Policy: 1 Shift Number: 11 Pay C:

Notes	Date	PayCode	In	Out	Reg	OT-1	OT-2
	Wed 07/01/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00
	Thu 07/02/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00
	Fri 07/03/2009	0[WKHR]	10:00AM	7:00PM	8.00	0.00	0.00

Figure 4.17 – Approved Single Timesheet

Save ② Approve this Page ③				
Reg.Hr	OT-1	OT-2	Pay Amount	Timesheet Status
26.50	0.00	0.00	\$331.25	SUBMIT ①
4.75	0.00	0.00	\$66.50	SUBMIT
4.00	0.00	0.00	\$80.00	OPEN
0.00	0.00	0.00	\$0.00	SUBMIT
4.00	0.00	0.00	\$0.00	OPEN

Figure 4.18 – Multiple Timesheets

Multiple Timesheets

On the Summary page, NOVAtime gives supervisors the ability to approve multiple timesheets at the same time. A supervisor can optionally approve individual timesheets, or approve an entire page.

Approving Individual Timesheets:

- Select the drop-down list and change the approval level ① (see Fig. 4.18). In the example above, three timesheets have been changed to the supervisor's highest approval level.
- Click the Save button ② to submit the timesheets.
- NOVAtime will display alerts, if any, after clicking Save.

Approving a Page of Timesheets

- A supervisor can approve an entire page of timesheets on the Summary page by click the "Approve this Page" button ③ .
- NOVAtime will display alerts, if any, after clicking the "Approve this Page" button.

4.3 Accrual

The Accrual page in NOVAtime, if enabled, allows a supervisor to view and optionally modify an employee's non-calculated pay codes, such as vacation and sick time.

	 [1011] TERN, DEXTER	 Goto Timesheet	 Goto Employee	 Goto Schedule		
▶ Job Class : 501		▶ Department : 501		▶ Pay Policy: 1	▶ Shift Number: 11	
	ID	Name		Pay Category	Hire Date	
 ①	1011	TERN, DEXTER		1 [FULL TIME]	07/01/2004	
	Pay Code	Accrual Code	Last Post Date	Post Type	Accrued / Used	Available
	[2]VACA	1	07/22/2009	U	0.00	20.04
 ②	[3]SICK	2	07/20/2009	T	8.00	80.00

Figure 4.19 – Accrual History

Accrual History

The Accrual History view contains both current and historical totals of non-calculated pay codes. To view an employee's accruals, expand their details ❶ (see Fig. 4.19). The details display the last entry for each available pay code. In the example above, Dexter's last vacation entry was a user adjustment, and his last sick entry altered his balance by eight hours. For more detail on the entry, click once again to expand ❷.

CODE	Type	Post Date	Hours	Carry Hours	Used	Adjust	Earned	Available	Notes
2	T	07/20/2009	0.00	88.00	8.00	0.00	0.00	80.00	Usage
2	T	07/17/2009	0.00	96.00	8.00	0.00	0.00	88.00	Usage
2	T	07/16/2009	0.00	104.00	8.00	0.00	0.00	96.00	Usage
2	T	05/28/2009	0.00	112.00	8.00	0.00	0.00	104.00	Usage
2	T	05/14/2009	0.00	120.00	8.00	0.00	0.00	112.00	Usage

Figure 4.20 – Accrual Details

After expanding the details of Dexter's sick pay code, we can see the last entry on 7/20/2009 shows eight hours *Used*, with the system note "Usage." Dexter used eight hours of his available sick time, and his *Available* hours updated from 88 to 80 hours.

The history screen also allows a supervisor to locate any errors in an employee's current accruals. After finding an error, a supervisor can adjust or distribute available hours through the Accrual Management section.

For help with searching employees, please see section 4.21.



[1011] TERN, DEXTER

 Goto Timesheet

 Goto Employee

 Goto Schedule

Job Class : 501

Department : 501

Pay Policy: 1

Shift Number: 11

Pay Category: 1

Holiday Rule: 1

Legend:

 S/C: System Posting / Comp-Time

 T: Timesheet Edit Posting

 U: User Posting

 New

Pay Code 2 [VACATION]

 1

Type	Acc. Code	Date	Hours	Carry Hrs	Used	Adjust	Earned	Available	Notes	Delete
U 2	1	07/22/2009	16.00	4.04	0.00	0.00	0.00	20.04	Thanks for the extra work	Delete
T	1	04/24/2009	0.00	12.04	8.00	0.00	0.00	4.04	Usage	
T	1	04/23/2009	0.00	20.04	8.00	0.00	0.00	12.04	Usage	
S	1	01/01/2009	2.00	18.04	0.00	0.00	0.00	20.04	System Accrual Hours	
T	1	12/12/2008	0.00	27.04	9.00	0.00	0.00	18.04	Usage	
S	1	01/01/2008	2.00	25.04	0.00	0.00	0.00	27.04	System Accrual Hours	
S	1	05/27/2007	1.75	23.29	0.00	0.00	0.00	25.04	System Accrual Hours	

Figure 4.21– Accrual Management

Accrual Management

A supervisor may have the option of adjusting or distributing hours for his/her employees. In the Management section of the Accrual page, verify that the correct pay code is selected ① (see Fig. 4.21). In the example above ②, Dexter's supervisor has added 16 hours to the vacation pay code, noting "Thanks for the hard work."

Type	Acc. Code	Date
U	1	07/22/2009
T	1	04/24/2009
T	1	04/23/2009
S	1	01/01/2009
T	1	12/12/2008
S	1	01/01/2008
S	1	05/27/2007
T	1	05/20/2007
T	1	05/13/2007
T	1	05/06/2007

Accrual Edit - 1011 [DEXTER TERN]		
Paycode:	2 VACATION ②	Type: U Accrual Code: 1
Date:	07/03/2009 ③	
Accrual Hours:	0.0000000	
Adjust Hours:	-8.0000000 ④	
Notes:	You were off this day! ⑤	
Save ⑥ Cancel		

Figure 4.22 – Accrual Adjustment

Creating a New Accrual Record

In some cases, it may be necessary to distribute or adjust accrual hours. In the example above, the supervisor adjusts Dexter's vacation hours after an incorrect entry on a previous timesheet. To create a new record:

- Click the New button ① (see Fig. 4.22).
- Verify that the correct pay code has been selected ②.
- The date entry defaults to today's date. To select another date, click the calendar icon ③ and choose a date.

- Enter either Accrual Hours or Adjust Hours ④ . Using Adjust Hours, negative numbers remove from the existing balance while positive numbers add to the balance.
- Enter a note to explain the Accrual or Adjustment ⑤ .
- Click the Save button to finalize your changes ⑥ .

Adjust	Earned	Available	Notes	Delete
0.00	0.00	12.04	Thanks for the extra work	Delete
-8.00	0.00	-3.96	You were off this day.	Delete
0.00	0.00	4.04	Usage	
0.00	0.00	12.04	Usage	
0.00	0.00	20.04	System Accrual Hours	

Figure 4.23 – Deleting an Entry

Deleting an Accrual Record

Above we see the Accrual Adjustment we just made. It turns out, however, that Dexter's timesheet was correct, and this accrual adjustment is not needed.

- Click the "Delete" text to the right of the note, "You were off this day."
- In the alert that pops up, confirm the deletion by clicking the OK button, or click Cancel to return to the Accrual Management screen.

(Note: The Accrual module is optional and may not be enabled. Additionally, supervisors may not have access to managing an employee's accrual balances. For more information, please see your administrator.)

4.4 History

The History page allows a supervisor to quickly view his/her employee's work history.

Mixed	0[WKHR]	1[HOLI]	2[VACA]	3[SICK]	4[COMP]	5[ONCL]	6[CLBK]
7[SUNP]	11[EXPN]	12[BONS]	13[APAY]	14[DIS]	15[ETEP]	16[DAND]	17[TIPS]
18[MLAS]	19[FMLA]	20[WKSH]	21[HURR]	22[HW05]	23[RTRO]	24[ABS]	25[EMER]
26[EXTR]	27[DRUG]	28[TRVL]	29[UNP]	30[HOS]	31[LIM]	32[DH]	33[OFF]
34[REST]							

February 2009						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
1	2	3	4	5	6	7

March 2009						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
Week 22	23	24	25	26	27	28
Week 1	2	3	4	5	6	7
Week 8	9	10	11	12	13	14
Week 15	16	17	18	19	20	21
Week 22	23	24	25	26	27	28
Week 29	30	31	1	2	3	4

Figure 4.24 – Employee History

Calendar View

In the calendar view, an employee's work history is displayed annually. All available pay codes are listed in the legend above the calendar ① (see Fig. 4.24). Alternatively, hover over a day with the mouse cursor ② to view the associated pay code(s). Click on the date to enter detail view for that day.

[1011] TERN, DEXTER Goto Timesheet Goto Employee Goto Schedule							
Job Class : 501		Department : 501		Pay Policy : 1		Shift Number : 11	
Pay Category : 1		Holic					
Calendar Monthly Calendar Detail Summary							
Start Date: 03/09/2009 ① End Date: 03/09/2009 ② ③							
DATE	Paycode	In	Out	Exception	Job	Earn/Ded	Reghr
03/09/2009	0[WKHR]	8:00AM	5:00PM	/	WATER ENGINEERING	\$0.00	0.00

Figure 4.25 – Detail View

Detail View

The Detail View shows all pay codes associated with the selected date(s). To view pay codes for multiple dates, select a start date ① (see Fig. 4.25), an end date ②, and click the *Refresh* button ③.



Scheduler

Both employee scheduling and requests are handled through the Scheduler page in NOVAtime 4000. Additionally, the Summary and Graph sections help supervisors track actual hours worked versus scheduled hours.

Add / Maintain Templates Insert Templates Save Templates			
	Comp Time[8.00 Hours]		Fmla[8.00 Hours]
M] (M60)	Parks Maintenance[10:00AM-08:00PM] (M60) 02:00PM-03:00PM	Please insert template	
PM]	Please insert template	Please insert template	
PM]	Please insert template	Please insert template	
Tuesday 02/23/2010	Wednesday 02/24/2010	Thursday 02/25/2010	Friday 02/26/2010
RKS ADMINISTRATION Flexible [00:00-23:59]	[S] PARKS ADMINISTRATION Flexible [00:00-23:59]	[S] PARKS ADMINISTRATION Flexible [00:00-23:59]	[U] 8.00 Hours Vacation 1
- + > >>	<< < - + > >>	<< < - + > >>	<< < - 2 > >>

Figure 5.1 – Scheduler

5.1 Scheduler

The Scheduler section allows a supervisor to view and edit weekly schedules. From this screen, employees can be re-assigned to different job codes, removed from a current week's schedule, or assigned a non-calculated pay code such as vacation.

Removing Future Time-Off Requests

In the next section, we will look at approving or declining a time off request. Once a request is approved, it will appear in the scheduler **1** (see Fig. 5.1). To remove the approved request, click the -button **2**. Click 'Save' to finalize your changes.

Removing time-off for the current pay period is done through the timesheet. See 'Deleting a Record' in Section 4.23.

5.2 Request

The Request page allows a supervisor to quickly process time-off requests from their employees.

Summary Detail Calendar			
◀ 2009 ▶ Month: July 2009 ①			
Company	Employee	Pending	Approved
[100] Parks and Recreation ③	73	3 ②	0
[115] Library	3	0	0
[223] City Administration	10	0	0
[401] HCM	7	0	0
[DEN] Denver	2	0	0
Totals	96	3	0

Figure 5.8 – Request Summary

Viewing Time-Off Requests

Viewing and approving/declining pending time-off requests takes place on the Request page. The Summary section displays all requests for the current month ① (see Fig 5.8): Pending, Approved, Declined, and total Requested.

In the example above, there are three pending requests ② for the “Parks and Recreation” department. By clicking on the department name ③, a supervisor is taken to the detail screen for that group/department.

Employee Id		Employee Name		Requested		Approved		Declined		Pending					
1001		JONES, DANA		3		0		0		3					
Paycode		Last Post Date		Hours Available		Requested		Approved		Declined		Pending			
2[VACA]		06/18/2009		0.00		3		0		0		3			
Request Made		Date		Department		Start		End		Hours		Notes		Status	
07/15/2009 1:50PM		07/20/2009		10016000 [LIBRARY ADMINISTRATION]						8 2		☐		Pending 3	
07/15/2009 1:50PM		07/21/2009		10016000 [LIBRARY ADMINISTRATION]						8		☐		Pending	
07/15/2009 1:50PM		07/22/2009		10016000 [LIBRARY ADMINISTRATION]						8		☐		Pending	

Figure 5.9 – Pending Requests

After expanding Dana Jones’ vacation pay code ① (see Fig. 5.9), we can see that all three requests for July are eight hour ② pending requests ③ for time-off. To approve or decline a request, click on the highlighted row.

Approving/Declining Time-Off Requests

After clicking on the appropriate request (see previous page), a supervisor is presented with the detail information:

Detail Information:

Status: Approved ① Pending Approved Declined OK ③ Cancel

Employee: Employee comment field

Supervisor's Comment: Sure. Have fun, see you when you get back! ②

- Select "Approved" or "Declined" from the Status drop-down list (see Fig. 5.10).
- Review the employee comment. In the example above, the employee did not enter a comment when making the time off request.
- Make a comment that will be visible to the employee. It is not necessary to enter a comment.
- Click the OK button .
- Click the Save button on the Request page to finalize the request.

Click the save button after you are finished making changes.

2.8.6 If training is to be provided as part of this project, enclose the current credentials for the resource(s) who shall provide this service and describe the quality assurance processes you employ to ensure that the training provided meets yours and the customer's expectations. If written, recorded or on-line training materials are to be used, enclose samples of these training materials.

(CONTINUED)

All the project team members are experienced professionals and provide exceptional customer service to NOVAtime's clients.

Full Name	Brian Harris
Job Title at NOVAtime	Director of Professional Services
Project Role	Manage Project Implementation
Education	• B.S. in Natural and Applied Sciences, Minor in MIS with emphasis on Distributed Systems from University of Texas • Online Essentials of Project Management, PMI (Villanova) • Microsoft Certification: MCP 2000/2003 • CCNA v2 • HP Open View • Network + • I-Net + • Project + • 3Com – 3Star Certified
Background	• Experience in the IT industry for over 12 years, serving primarily in roles dealing with project/program management and Enterprise Infrastructure and Application Architecture for companies with 200 employees to over 25,000+ employees. • Leads the deployment team; designed technology architecture components that are implemented across multiple enterprise business units, as well as providing infrastructure/ application architecture QA and oversight to project teams. • Analyzes and assesses computer/network architectures and requirements and develops optimum, cost-effective solutions for clients. • Developed business plans and budgets for national consulting practice.

2.8.7 If there is an issue with the training, the training materials, the instructors, or methodologies employed, identify the procedures to escalate any such issue and please define the expected response time to get these issues resolved?

In the event there is an issue with the NOVAtime training, training materials, instructors, or methodologies employed by NOVAtime, the procedure to escalate any such issue is to direct correspondence to Brian Harris, Director of NOVAtime's Professional Services Staff, or Ian Sexton, Sr. Vice President. *Expected response time to address the escalated issues will ultimately depend on the nature of the issue, but normally issues would expect to be resolved the same day.*

2.8.8 Please provide, as an attachment to your proposal, 3-5 references for the training services proposed in your solution in an environment similar to ours.

Please reference attached reference sheet.

2.8.9 Do you host or sponsor events that help foster communication of best practices between customers (i.e. Annual Customer Conferences, monthly newsletters, locally sponsored speakers, message boards, blogs, etc.)?

Yes, NOVAtime hosts and/or sponsors events that help foster communication of best practices between customers. We maintain a blog and host an annual conference in Las Vegas, NV. Our most recent meeting was in late February, 2010.

2.8.10 Do you have established programs for soliciting and incorporating customer input into its products and services? Describe.

Yes, NOVAtime has established programs for soliciting and incorporating customer input into its products and services. We have meetings and informational sessions available including a meeting with our executives and staff to help open up our communication. We have on-going customer and reseller feedback.

2.8.11 Do you host a customer website for product support, training, and other customer communications? Please describe the services offered through your website.

Yes, NOVAtime hosts a customer website for product support, training, and other customer communications. Our Support Representatives, using Microsoft SharePoint functionality input ideas from clients for review and suggestion to our development and operations department, and we use developed and use a Customer Resource Management program to report and follow customization and issue progress.

2.9 Security

State the ability of your proposed solution to meet the following security requirements and identify any possible impact(s) these requirements may have to your solution.

System security is very important when dealing with employee and payroll data. As such, NOVAtime has built on a very customizable and flexible security foundation.

In 2008, NOVAtime received Plynt (www.plynt.com) certification. Plynt issued two certificates: one for the NOVAtime 4000 Workforce Management Solution (Supervisor Web Services, Employee Web Services, and Administrator Web Services), and one for the NOVAtime Enterprise Web Services (N.E.W.S.), a secured middleware services for NOVAtime 4000 Enterprise Application.

The Plynt Certificate establishes that a web application has adequate measures to guard against remote adversaries and protect against a wide range of threats. An application must demonstrate through remote testing that these security criteria are met before it is awarded the Plynt Certificate. The Certification Standard is composed of 23 criteria. These are organized in two sections: Section 1, "Security Protection Criteria," identifies the defenses an application must demonstrate to get the Plynt Certificate. Section 2, "Security Requirements Criteria," specifies the features and behavior an application must have to get the Plynt Certificate.

There are three (3) types of users within the NOVAtime system:

- Employee Access
- Supervisor Access
- Administrator Access

Each level of user has specific functions that they can and cannot do as a starting point. Further definition of access is done via NOVAtime Security Access Groups. These groups define which modules, pages, and functionality within those modules are available to that specific group of users. Each component of the NOVAtime system can be granted or disabled based on job role with the ability to become granular to allow access to specific pages within a module through read-only access as needed. For example, Supervisors may be able to view Employee data containing default system or group assignment, but could be limited from viewing the PayProfile page, which contain pay rate information. Specific access can also be defined that limits edit rights to the employee timesheet. Security can also be tied to IP address and Phone number (Caller-ID). Limitations on functionality are tied to the user group and validated against these secondary methods when required.

Role-based memberships provide the security checks against allowed functionality within the system. Granted access and functionality is also tracked through detailed audit logs for future reporting as needed.

The proposed solution offers the following standard security capabilities:

- LDAP support
- Random Image Authentication (RIA) option for employee and supervisor login screens; an additional web security to help prevent scripted hacker attacks

- IP security
- Support of NOVAtouch-II fingerprint readers that further strengthens the login security for Employee Web Services, Supervisor Web Services, and Administrator Web Services
- Configurable role based security and access for employees, supervisors, payroll persons and administrators ("access groups")
- Ability to control user access-to-access sensitive data such as social security number, pay, etc.
- SSL Encryption to enhance Internet security for servers

The system and database is self-monitoring, self-healing and self-maintaining. The City of Fayetteville I.T. staff will be trained for troubleshooting if needed. NOVAtime will be providing Technical Support and remote access servicing if able.

2.9.1 Access is granted with user name / password combination.

The NOVAtime proposed solution has access granted with user name / password combination.

NOVAtime uses username and passwords for supervisory personnel and employee ID, Badge ID, or SSN number identifier along with a password for system employees. A strong password option is included that allows passwords to expire with early warning, control re-use based on past history, case sensitivity, prevention of using name or ID information as part of the password, and prevention of using repeat or sequential characters.

The system also includes a Random Image Authentication (RIA) feature that can be configured to require employees or system users to key in the characters displayed on the screen after entry of their login information. RIA can be configured to always be active, but the system will automatically activate RIA after three failed attempts to log into the system on a computer, and it will continue to operate in this way until someone successfully accesses the system.

The NOVAtime system supports SSL and has been through PLYNT certification.

2.9.2 Does the Username/Password process support single sign-on for Active Directory?

Yes, the NOVAtime proposed solution supports a Username/Password process to support single sign-on for Active Directory.

An LDAP option is included that can allow access to the system to be controlled by the City's domain server based on username and password, or username, password, and security group.

2.9.3 Users are assigned to groups which are granted access to "their" assets.

NOVAtime meets this requirement.

The NOVAtime system allows employees to be assigned to system users individually, automatically by any combination of assigned labor group or pay rules, and includes an option that allows system users to be configured to view, edit, and approve timesheet records that were only in their defined scope of

2.9.4 Group Administrators can define what access a user / group has if any (read only, read write, delete, no access).

The NOVAtime proposed solution will allow Group Administrators to define what access a user or group is permitted through the NOVAtime Security Access Groups.

Security can be set at the user level for read and write access to various system pages and features. All users can vary in their security levels and settings as needed by the City of Fayetteville I.T. staff. Through the administrator screen they will have full access to set features and security rights for end users. All administrative functionality is web-based with full security by user.

The NOVAtime Security Access Groups define which modules, pages, and functionality within those modules are available to that specific group of users. Each component of the NOVAtime system can be granted or disabled based on job role, with the ability to become granular to allow access to specific pages within a module through read-only access as needed by the City of Fayetteville.

For example, Supervisors may be able to view Employee data containing default system or group assignment, but could be limited from viewing the Pay Profile page, which contain pay rate information. Specific access can also be defined that limits edit rights to the employee timesheet.

Security can also be tied to IP address and Phone number (Caller-ID). Limitations on functionality are tied to the user group and validated against these secondary methods when required.

Role-based memberships provide the security checks against allowed functionality within the system. Granted access and functionality is also tracked through detailed audit logs for future reporting as needed.

2.9.5 Users and Group Administrators can change their passwords at any time.

Yes, the NOVAtime proposed solution will allow Users and Group Administrators to change their passwords at any time.

2.9.6 Passwords are stored encrypted on the server, not the workstation.

Yes, the NOVAtime proposed solution stores passwords encrypted on the server, not the workstation.

2.9.7 Inactivity locks screen and can log out the user after predefined times.

Yes, the NOVAtime proposed solution features an Inactivity locks screen and can log out the user after a predefined times determined by the City of Fayetteville.

2.9.8 System must track by user all changes and updates

The NOVAtime proposed solution tracks by user all changes and updates in the system audit trail.

All timesheet and employee management additions, edits, and deletions are tracked in complete detail. Timesheet approvals (status), rolls-backs, and payroll processed are also included in the system audit trail. The audit information includes who made the change and when, the original value, and the changed value.

Employee timesheet audit information is available for display on the employee time card report. Other audit information is available through various system audit reports and display screens.

2.10 Demonstration/Trial

It is anticipated that a review of the proposals received will result in the selection of 2-3 candidates to provide a demonstration and/or trial of their proposed software using a very small subset of our existing data in LAN and WAN configurations. A final decision will be made following these demonstration/trials.

2.10.1 Demonstration/Trial Submit a detailed list of minimum server/system requirements with your RFP response so that, in the event your proposal is selected for this demonstration and or trial, we can prepare clean lab systems ready to accept your software installation.

NOVAtime will provide a 7 day trial period of NOVAtime 4000 delivered via SaaS. Access to this demonstration system will contain pre-loaded demonstration data for the customer's use.

2.11 Feature/Functionality/Capabilities Requirements

2.11.1 System must be able to differentiate part time from full time employees.

Yes, the NOVAtime proposed solution is able to differentiate part time employees from full time employees.

2.11.2 System must be able to report on hours worked vs. expected hours.

Yes, the NOVAtime proposed solution is able to report on hours worked vs. expected hours.

2.11.3 System must be able to help manage and/or limit hours worked by part time and or seasonal employees.

Yes, the NOVAtime proposed solution is able to help manage and/or limit hours worked by part time employees and/or seasonal employees through standard reporting tools.

2.11.4 System must be able to calculate overtime.

Yes, the NOVAtime proposed solution is able to calculate overtime.

2.11.5 System must be able to attach comments to transactions in the employee time cards and be able to report by those comments.

Yes, the NOVAtime proposed solution is able to attach comments to transactions in the employee time cards, and able to report by those comments.

In addition the system can be configured to require that any timesheet edits/entries contain a note from the system user before the entry can be saved.

2.11.6 System must utilize industry standard reporting tools.

Yes, the NOVAtime proposed solution utilizes industry standard reporting tools such as Crystal Reports

2.11.7 System must be able to link to and from other sites.

Yes, the NOVAtime proposed solution is able to link to and from other sites.



2.11.8 System must be able to serve as or in a portal environment.

Yes, the NOVAtime proposed solution is able to serve as or in a portal environment.

2.11.9 System must create a complete audit trail that is easily accessible.

Yes, the NOVAtime proposed solution is able to create a complete audit trail that is easily accessible.

2.11.10 System must track employee timecard transactions to the IP address level.

Yes, the NOVAtime proposed solution is able to track employee timecard transactions to the IP address level, but we do not track employee punches at the IP level (audit trail does not show which PC was used to Punch In/out).

2.11.11 System must be capable of calculating and/or displaying accrual balances.

Yes, the NOVAtime proposed solution is capable of calculating and/or displaying accrual balances.

2.11.12 System must be capable of enforcing accrual balances and accrual taking policies.

Yes, the NOVAtime proposed solution is capable of enforcing accrual balances and accrual taking policies.

2.11.13 System must have an integrated scheduling component that allows for both group and individual schedules.

Yes, the NOVAtime proposed solution has an integrated scheduling component that allows for both group and individual schedules.

2.11.14 System must have an integrated scheduling tool that is capable of "carrying forward" an employee schedule into the future.

Yes, the NOVAtime proposed solution has an integrated scheduling device that is capable of "carrying forward" an employee schedule into the future.

2.11.15 System must have an integrated scheduling tool that allows for input of non-worked time (vacation, PTO, etc.) in advance (up to one year) that will automatically consider the future non worked time in balances reported currently and enforce those balances accordingly.

Yes, the NOVAtime proposed solution has an integrated scheduling device that allows for input of non-worked time (vacation, PTO, etc.) in advance (up to one year). Automatic calculation of future non-worked time in balances reported currently and enforce those balances is not available

2.11.16 System must have an integrated scheduling tool that will take non worked time (vacation, PTO, etc.) that is scheduled into the future and will populate the employee's timecard automatically.

Yes, the NOVAtime proposed solution has an integrated scheduling tool that will take non worked time (vacation, PTO, etc.) that is scheduled into the future and will populate the employee's timecard automatically.

2.11.17 System must have ability to run reports on demand.

Yes, the NOVAtime proposed solution has the ability to run reports on demand.

2.11.18 System must have ability to deliver reports in various formats (Adobe Acrobat Reader, MS Word, Excel, Open Office, etc.)

Yes, the NOVAtime proposed solution is able to deliver reports in various formats (Adobe Acrobat Reader, MS Word, Excel, Open Office, Rich Text, Excel, HTML, CSV)

2.11.19 System must have the ability to schedule reports to run automatically.

Yes, the NOVAtime proposed solution is able to schedule reports to run automatically.

2.11.20 System must have the ability to view reports on screen through browser plug-ins.

Yes, the NOVAtime proposed solution is able to view reports on-screen through browser plug-ins.

2.11.21 System must have the ability to email reports.

Yes, the NOVAtime proposed solution is able to e-mail reports.

2.11.22 System must have the ability to send out notification emails/reminders on a scheduled basis.

No, the NOVAtime proposed solution is able to send out notification e-mails/reminders on a scheduled basis.

2.11.23 System must be able to be customized in terms of the information and images displayed at logon screen.

Yes, the NOVAtime proposed solution is able to be customized in terms of the information and images displayed at logon screen.

2.11.24 System must use role based administration.

Yes, the NOVAtime proposed solution uses role based administration.

2.11.25 System must be able to be customized in terms of the information and content displayed for each user or group of users once they log in.

Yes, the NOVAtime proposed solution is able to be customized in terms of the information and content displayed for each user or group of users once they log in.

2.11.26 System must have "drill down" capabilities to quickly access employee timecards and schedules.

Yes, the NOVAtime proposed solution has "drill down" capabilities to quickly access employee timecards and schedules.

2.11.27 System must allow for employee self-service capabilities in relation to the employees own time cards, accrual balances, reports.

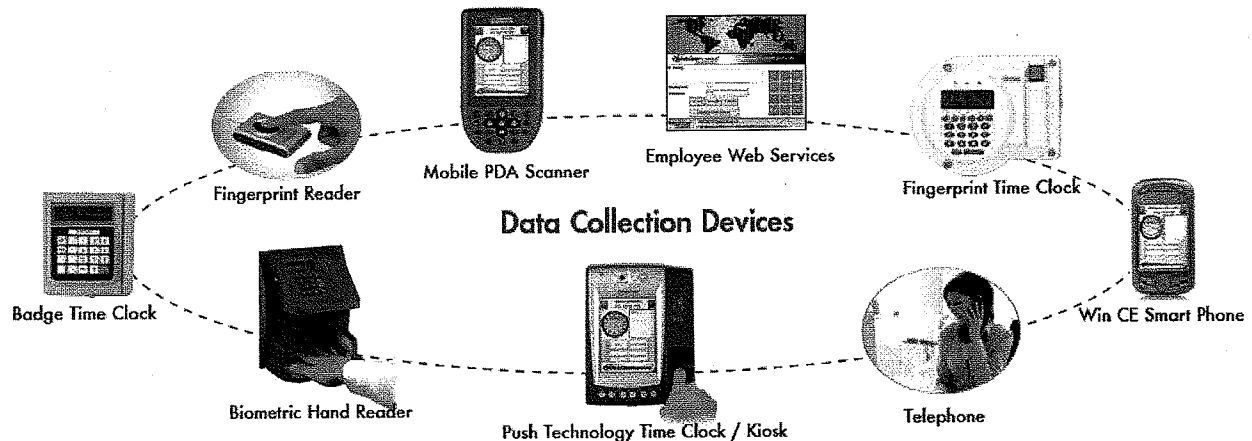
Yes, the NOVAtime proposed solution allows employee self-service capabilities in regulation to the employees own time cards and accrual balances, but not reports.

2.11.28 System must be capable of receiving data from multiple sources via interfaces, etc.

Yes, the NOVAtime proposed solution is capable of receiving data from multiple sources via interfaces, etc.

2.11.29 System must be capable of utilizing several different types and combinations of data collection devices.

Yes, the NOVAtime proposed solution is capable of utilizing several different types and combinations of data collection devices.



2.11.30 System must utilize exception based management of time cards.

Yes, the NOVAtime proposed solution utilizes exception based management of time cards.

2.11.31 System must utilize a centralized server time for transactions or punches occurring through a browser.

Yes, the NOVAtime proposed solution utilizes a centralized server time for transactions or punches occurring through a browser.

2.11.32 System must maintain history "on-line" for access and use for a period of five to seven years.

Yes, the NOVAtime proposed solution maintains history "on-line" for access and use for a period of five to seven years. The NOVAtime proposed solution actually features unlimited storage of history "on-line".

2.11.33 System must be able to look up or query data and input, edit, and report based on a range of dates.

Yes, the NOVAtime proposed solution is able to look up or query data and input, edit, and report based on a range of dates.

2.11.34 System must allow department or division management or delegated personnel to access the system to create and maintain schedules through a browser.

Yes, the NOVAtime proposed solution allows department or division management or delegated personnel to access the system to create and maintain schedules through a browser.

2.11.35 System must allow department or division management or delegated personnel to access the system to edit and manage employee time cards through a browser.

Yes, the NOVAtime proposed solution allows department or division management or delegated personnel to access the system to edit and manage employee time cards through a browser.

2.11.36 System must provide the ability for an employee to acknowledge their time card if a change has been made.

Yes, the NOVAtime proposed solution provides the ability for an employee to acknowledge their time card if a change has been made.

2.11.37 System must provide the ability for a supervisor to submit modified time cards without employee's acknowledgement with justification signoff.

Yes, the NOVAtime proposed solution provides the ability for a supervisor to submit modified time cards without employee's acknowledgement with justification signoff.

2.11.38 System must provide an electronic signature for supervisors to approve time cards that will be sent to the payroll system when there are no errors and/or warnings as defined by the system administrator.

Yes, the NOVAtime proposed solution provides an electronic signature for supervisors to approve time cards that will be sent to the payroll system when there are no errors and/or warnings as defined by the system administrator.

2.11.39 System must allow department or division management or delegated personnel to access the system to review and/or manage employee accrual balances.

Yes, the NOVAtime proposed solution allows unlimited access (up to the Licensing Capacity of the City of Fayetteville) for department or division management or delegated personnel to access the system to review and/or manage employee accrual balances.

2.11.40 System must allow department or division management or delegated personnel to access the system and work with their own individual branch employees rather than having to run a query, sort, or scroll through global system employees to find them.

Yes, the NOVAtime proposed solution allows department or division management or delegated personnel to access the system and work with their own individual branch employees rather than having to run a query, sort, or scroll through global system employees to find them.

2.11.41 System must allow global access to certain individuals to be able to manage time and labor centrally.

Yes, the NOVAtime proposed solution allows global access to certain individuals to be able to manage time and labor centrally.

2.11.42 System must allow global access to certain individuals to be able to report on time and labor centrally.

Yes, the NOVAtime proposed solution allows global access to certain individuals to be able to report on time and labor centrally.

2.11.43 System must allow global access to certain individuals to be able to view, sort, filter, or query by individual demographic information, or by City department or division, etc.

Yes, the NOVAtime proposed solution allows global access to certain individual to be able to view, sort, filter, or query by individual demographic information, or by the City department or division, etc.

2.11.44 System must allow for edits for groups of employees

Yes, the NOVAtime proposed solution allows for edits for groups of employees.

2.11.45 System must allow for use of effective dates for reassignment of employees to different branches, different schedules, or for activation, deactivations, or termination of employees.

No, the NOVAtime proposed solution allows for use of effective dates for reassignment of employees to different branches, different schedules, or for activation, deactivation, or termination of employees.

2.11.46 System must allow for at least ten custom fields.

NOVAtime 4000 has 8 User Defined Fields and 8 Labor Levels.

2.11.47 System must allow for storing employee contact information to include but not be limited to home address, phone numbers (up to three), and email address.

Yes, the NOVAtime proposed solution allows storing employee contact information to include but not limited to home address, phone numbers (up to three), and e-mail address.

2.11.48 Can the solution scale to support all employees on a single database? Please provide testing results that demonstrate this scalability.

Yes, the NOVAtime proposed solution can scale to support all employees on a single database.

NOVAtime relies on Microsoft's database size testing results (terabyte+) for our system controls and recommendations for the single database. NOVAtime utilizes its multi-tier architecture (n-tier) and load balancing tools to ensure that the software functions at top performance. As the number of employees and system users increase, or the activities in the system increase, additional application and IIS servers can be added as needed. There will NEVER be a need to create separate systems or separate databases to handle an increase of employee or system user activity.

Please see 2.3.6 response for more details.

2.11.49 System must track hours an employee has worked toward the hours required for FMLA eligibility.

FMLA can be set up as a leave code in NOVAtime 4000 and 4000 Star and be tracked. Additional FMLA eligibility and qualification functionality is available through our third party partner, Labor Metrix. We would be happy to further discuss this requirement to determine if this functionality should be added to our system or delivered through Labor Metrix.

2.11.50 System must track FMLA leave concurrently with other types of leave (i.e. state mandated leave, company medical leave, short-term disability, long-term disability)

FMLA can be set up as a leave code in NOVAtime 4000 and 4000 Star and be tracked. Additional FMLA eligibility and qualification functionality is available through our third party partner, Labor Metrix. We would be happy to further discuss this requirement to determine if this functionality should be added to our system or delivered through Labor Metrix.

2.11.51 Help determine whether an employee's request for leave is an FMLA qualifying event.

FMLA can be set up as a leave code in NOVAtime 4000 and 4000 Star and be tracked. Additional FMLA eligibility and qualification functionality is available through our third party partner, Labor Metrix. We would be happy to further discuss this requirement to determine if this functionality should be added to our system or delivered through Labor Metrix.

2.11.52 System must notify supervisors when an employee has exhausted their available leave.

This information is delivered by a leave balance report.

2.11.53 System must validate that leave codes are generated and transmitted to payroll to ensure accurate pay while an employee is on leave.

Yes, the NOVAtime proposed solution is able to validate that leave codes are generated and transmitted to payroll to ensure accurate pay while an employee is on leave.

2.11.54 Can employees generate their own leave of absence request online?

Yes, the NOVAtime proposed solution provides the ability for employees to generate their own leave of absence request online.

2.11.55 Can the system provide the ability for supervisors to approve leave as entered by employee?

Yes, the NOVAtime proposed solution provides the ability for supervisors to approve leave as entered by employee.

2.11.56 System must enforce a probation period for multiple leave types.

Yes, the NOVAtime proposed solution enforces a probation period for multiple leave types.

2.11.57 System must enforce leave balances at time of request.

Yes, the NOVAtime proposed solution enforces leave balances at time of request.

2.11.58 System must provide the ability for supervisors to approve all requests and transactions.

Yes, the NOVAtime proposed solution provides the ability for supervisors to approve all requests and transactions.

2.12 Ease of use

2.12.1 System must utilize standard web design and navigation, with links and buttons to move from screen to screen or to “drill down” to data.

Yes, the NOVAtime proposed solution utilizes standard web design and navigation, with links and buttons to move from screen to screen or to “drill down” to data.

2.12.2 System must utilize a familiar user interface whenever possible, for example, a spread sheet look and feel for scheduling, etc.

Yes, the NOVAtime proposed solution utilizes a familiar user interface whenever possible, for example, a spread sheet look and feel for scheduling, etc. The NOVAtime 4000 Star UI was designed to provide a fast and user friendly experience, and the NOVAtime solution features a dashboard that displays all information that may require the user's attention on one screen while it automatically navigates the user to the appropriate place in the software to review and/or manage the information as necessary.

2.12.3 System must present the user or group of users with the most pertinent view/content upon logon without forcing the user or group of users to run a report or query.

Yes, the NOVAtime proposed solution presents the user or group of users with the most pertinent view/content upon logon via the customized dashboard.

2.12.4 System must be simple enough for employees of all levels to use.

Yes, the NOVAtime proposed solution is simple enough for employees of all levels to use.

2.12.5 Is the proposed solution a 100% configurable, consumer off-the-shelf (COTS) software solution? (i.e. does not rely on custom code and stored procedures)

Yes, the NOVAtime proposed solution is a 100% configurable, consumer off-the-shelf (COTS) software solution? (i.e. does not rely on custom code and stored procedures).

2.12.6 Is the time, attendance, leave, and scheduling software integrated and produced by a single vendor?

Yes, NOVAtime 4000 Star and NOVAtime 4000 (SaaS) are developed and produced by NOVAtime.

2.12.7 Can City personnel configure FLSA law changes in the software without incurring external consulting hours?

Yes, however, the annual support/maintenance fee includes system adjustments and configuration with a guaranteed 30 minute response time.

2.12.8 Can City personnel configure to any changing local, state, or federal laws without incurring external consulting hours?

Yes, however, the annual support/maintenance fee includes system adjustments and configuration with a guaranteed 30 minute response time.

2.13 Vendor/Supplier Risk and Support Requirements

2.13.1 In order to assure continuing support and longevity of the proposed time and labor management solution, there must NOT be a policy of forced upgrades, or elimination of support for this system. In other words, "sun setting" of products must not be a standard policy for the vendor/supplier of this solution.

NOVAtime supports all previous versions of our application (NT1000, NT2000, NT3000 and NT4000). We never force a customer to upgrade and when they are ready to take advantage of new technology and functionality, NOVAtime will facilitate that upgrade as part of support agreement at no additional charge. The NOVAtime proposed solution deploys upgrades for a major release roughly every 2 years with minor releases in between.

NOVAtime's Software for Life offering includes:

- Never force a client to upgrade by sun setting
- No charge for upgrades
- No charge to implement upgrades
- Our competitors may provide "version" upgrades at no charge, but they charge significant amounts to implement the upgrade
- Our competitors have always charged for major new releases, NOVAtime does not.
- The charges for these upgrades can often amount to doubling your initial cost over a 5 year period

2.13.2 If the Vendor/Supplier pricing model is based on number of employees using the system, then the pricing that adjusts to the number of individual employees using the system must be adjusted on a monthly basis, and includes all expenses with the exclusion of implementation fees rather than with licensing tiers.

NOVAtime's pricing model is based solely on number of employees being tracked in the system (not users). Example: 750 employees with T&A data in system. NOVAtime provides unlimited supervisor/timekeeper licenses and employee self-service licenses up to the license capacity (750). This gives the customer maximum flexibility in taking advantage of the comprehensive functionality without having to worry about additional licensing costs. SaaS pricing adjusts to the number of individual employees using the system is adjusted each month.

2.13.3 The City of Fayetteville places great importance on employee training and uses a train the trainer approach for new systems. Initial training for administrators and trainers must be included in the cost of the time and labor management system.

NOVAtime agrees. We also believe that a well-trained customer is easier (and less expensive) for us to support. We believe it makes good business sense to offer unlimited training as part of our standard software support agreement. This is another valuable component of our "Software for Life" business model.

2.13.4 Do you have a demonstrated history of profitability and market support?

Yes. NOVAtime is a financially stable, profitable and debt free company with over 10,000 customers and millions of lives using our system daily.

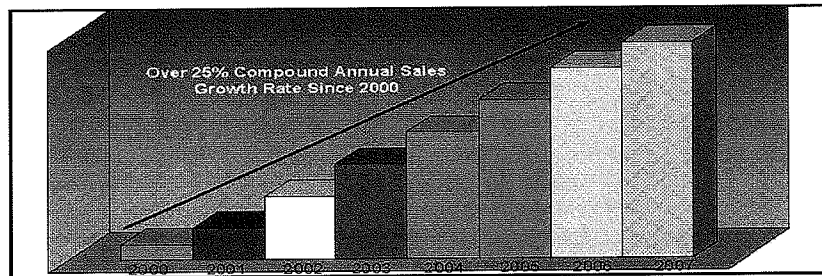
First to the market with Push-Technology, NOVAtime has led the industry and is several technology generations ahead of most manufacturers. As the first vendor to offer SaaS (Software as a Service), NOVAtime once again uses technology to its advantage to increase the value of its products to its customers.

GENERAL FINANCIAL AND BUSINESS DATA

Financial Information	2006	2007	2008	2009
Number of US Based employees broken down by:				
Development	7	10	15	15
Support	4	7	10	10
Channel Support	20	30	50	50
Sales	0	1	3	3
Channel Sales	5	10	20	20
Admin	1	2	3	3
Consulting	1	5	10	10
Channel Consulting	5	120	40	40
Number of customers that make up the top 40% of your revenue	2500	2500	3000	3300
Annual revenue broken down by:				
Licensing	70%	65%	50%	50%
Consulting	5%	10%	20%	20%
Services	15%	20%	20%	20%
Hosting	0%	<5%	10%	10%
Annual investment in products in \$	\$2M	\$3M	\$5M	\$5M
Annual investment in products as a % of sales	60%	60%	60%	60%
Number of customers that fall into the following categories:				
Annual revenue of :				
less than \$50 million	25%	25%	25%	25%
\$50 - \$100 million	60%	60%	60%	60%
\$100 - \$500 million	15%	15%	15%	15%
\$500 million - \$1 billion	<1%	<1%	<1%	<1%
\$1 - \$5 billion	<1%	<1%	<1%	<1%

A Financial Stability Chart is being provided as NOVAtime is a private C-Corporation. Detailed financial statements are available for review upon execution of a non-disclosure/confidentiality agreement.

Financial Stability



Ratio	Ending 12/31/2006	Industry Leader*
Current Ratio	4.026	1.015
Quick Ratio	3.646	0.755
Net Worth to Total Liab.	1.681	.922
Total Liab. to Net Worth	.595	1.085
Altman Z Score	4.333	2.195

*Based on the Time and Attendance industry leader's public financial report

NOVAtime has over 60 distributors with over 250 certified engineers around the world. NOVAtime will serve and support this engagement directly from its office in Los Angeles, CA providing service and support 24 hours a day/7 days a week through its network of certified engineers.

2.14 Data Conversion/Integration

2.14.1 Please identify your plans for converting and importing the existing data into your proposed solution's database(s).

The NOVAtime proposed solution can dynamically import employee setup and accrual balances, schedules, and labor groups using our standard interface tools. All system information is available for export to Excel or CSV files, and NOVAtime will write and provide support for the export files to your ERP systems. Additionally, NOVAtime has the ability to integrate using its NEWS web portal with systems with similar web integration capability.

2.14.2 Define your capability to convert and import existing data. If a third party will be employed to perform the conversion, define the capability of the third party to convert and import the existing data and define how you plan to manage the third party.

It is our understanding that the City is currently tracking time and attendance manually. As such, we do not expect any data conversion effort. Import of employee master file, accrual balances, schedules, labor groups are all part of the import process/set up provided by NOVAtime.

2.14.3 Identify the name and purpose of all tools required to convert the existing data and migrate the converted information to the new system.

Not applicable.

2.14.4 Describe how your proposed tools are used to accomplish the conversion/migration.

Not applicable.

2.14.5 Describe how the proposed system will export/integrate data to the City's payroll system.

NOVAtime Enterprise Web Services allows bi-directional exchange of data via a web interface (SOAP protocol).

2.15 Workplace Plan and Project Management

2.15.1 Please enclose a copy of your plan of work to accomplish the activities required to achieve the goals of this RFP. Ensure that the plan covers not just the activities, but also the anticipated time frames (both calendar and work time) for each activity and the number and types of resources required (both City and vendor). Include a summary description of the plan.

2.15.2 Briefly, identify and describe your standard project management methodologies and best practices (including, but not limited to, such processes as change management, quality assurance, and risk management) as you propose to apply them to this project.

Please refer to PART 1 (7) of our response.

2.15.3 Enclose the current credentials for your resource(s) who shall manage this project and describe the processes/activities your company employs to ensure that the assigned resource(s) are able to provide quality project management to your client.

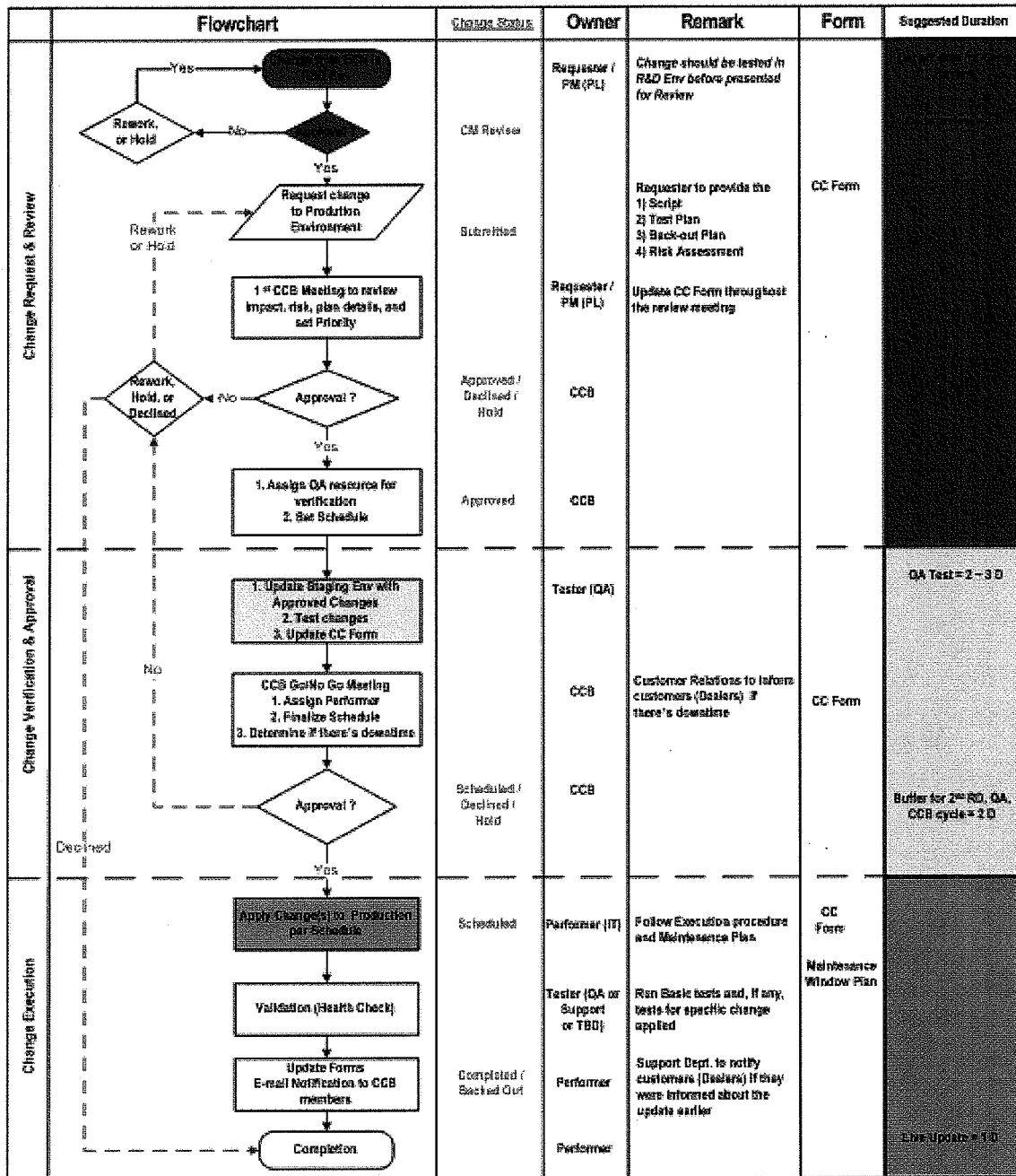
Please refer to PART 1 (1) and SECTION 2.8.6 of our response.

Listed below are the processes/activities NOVAtime employs to ensure that the assigned NOVAtime Professional Services staff members are able to provide quality project management to the City of Fayetteville, and the current credentials for NOVAtime's Professional Services staff who shall manage this project for the City of Fayetteville.

Every NOVAtime Professional Services staff member is an experienced professional and provides exceptional customer support to NOVAtime's clients. NOVAtime provides training with every project to maximize efficiency of the customer's use of the system. NOVAtime provides a full range of documentation including System Manuals, Quick Reference Guides, Installation Procedures, and a complete On-Line Resource Library. Once the implementation is completed, your staff will be directed to the NOVAtime support "Help Desk". The "Help Desk" will provide on-going support for the NOVAtime System.



Production Environment Change Control (CC) Process



2.15.4 If there is an issue with the project plan, its management, the resources assigned, its execution, or any other issues that may come up, etc., what are your escalation procedures to get these issues resolved?

The concern should be brought to the attention of Brian Harris, Director of Professional Services or Ian Sexton, Sr. Vice President.

2.16 Implementation Support

2.16.1 List and describe all of the various types of implementation support (including those you may have already mentioned previously in your response to this proposal) that your company can provide to assist with or fully perform the implementation of the Time & Attendance Labor Management System components, convert and import the existing data, and train users, administrators, and support engineers. Include an estimated fee schedule for each such type of implementation support.

NOVAtime subscribes to the SurePath methodology for all of our projects. Please see the pricing section for the cost of our implementation, setup and training. This fee is firm and fixed price inclusive of all travel and expenses.

For a full description of the SurePath implementation methodology please refer to PART 1 (7) of our response.

NOVAtime Support personnel are Certified Engineers through NOVAtime University, an eight (8) class structured exam curriculum focused on expertise in implementing and supporting the NOVAtime product line. The team consists of eighteen (18) engineers that field on average of 300 calls per month, supporting our 60 Dealers and 10,000 plus customers. Our Support team is reached via toll-free telephone number, email or IM and chat technology.

2.16.2 Section 2.16 requested a plan to implement the proposed solution based upon the requirements of this RFP. If there is an alternative method to implement this solution which makes more sense, please describe your alternative implementation plan and support your recommendation with the appropriate implementation best practices for your products.

The NOVAtime proposed solution using the *SurePath* method is the best proposed solution of NOVAtime based upon the requirements of the City of Fayetteville's RFP. An alternate implement plan is not proposed by NOVAtime.

2.16.3 If there is an issue with the implementation of this project, what are your escalation procedures to get these issues resolved?

The concern should be brought to the attention of Brian Harris, Director of Professional Services or Ian Sexton, Sr. Vice President.

2.16.4 Please provide 3-5 references for the implementation services proposed to implement your solution in an environment similar to ours.

Please see the following references that we are certain you will find adequate to indicate our ability to handle this project. We included a larger retail customer as well as two other clients who have a large number of locations, to demonstrate the flexibility and capability of our core engine. We respectfully ask that you call or send Ty Hall an email to arrange call dates and times for references. The contacts of our clients are busy doing a specific job for their employers and would appreciate call dates and times to be scheduled.

Reference #1

Company Name:	Select Staffing
Address:	2145 N. Josey Lane, Suite 120, Carrollton, TX 75006
Contact Name:	Jeff Caruthers
Telephone:	214-680-3230
Email:	Jeff.Caruthers@selectstaffing.com
Number of Employees:	40,000+/-
Number of Locations:	300+
Length of Service:	6 Years
Company Description:	Select Staffing is one of the largest staffing agencies in the US. They have a complex organization with a large number of offices spread throughout the United States.

Reference #2

Company Name:	Vallarta Food Enterprises
Address:	1111 W. Avenue I, Lancaster, CA 93534
Contact Name:	Russ Jones
Telephone:	818-898-0088
Number of Employees:	5,000 +/-
Number of Locations:	25 Retail Locations
Length of Service:	5 Years
Summary of Project:	Implemented NOVAtime Workforce solution across all departments and employees within decentralized offices.

Reference #3

Company Name:	Loomis Trucking
Address:	2500 Gaviion West Blvd., Suite 900, Houston, TX 77042
Contact Name:	Rocky Chapman
Telephone:	713-435-6700
Email:	rocky.chapman@us.loomis.com
Number of Employees:	12,000+
Number of Locations:	240
Length of Service:	4 Years
Company Description:	National trucking company with locations around the US.

Additional Public Sector References

(Contact information available upon request)

- Town of Stonington Board of Education – K-12
- Township of Medford Board of Education – K-12
- Avon Board of Education – K-12
- Kittitas County, WA – County Government
- Organization Cook County Clerk, Chicago, IL – County Government
- University of Minnesota – Higher Education
- Princeton University – Higher Education
- Rutgers University – Higher Education
- University of Kentucky – Higher Education
- City of Tahlequah, OK – City Government
- Shelby County, TN – County Government



2.17 Warranties and Support/Maintenance Contract

2.17.1 Please detail the warranties (expressed or implied) provided as a result of the purchase of the time & attendance labor management system.

Please see the NOVAtime License Agreement on next following pages for warranty details.



NOVAtime Technology, Inc.
Product Purchase and Software License Agreement

Customer Information		Shipping Information	
Company:		Company:	
Address:		Address:	
Contact:		Contact:	
Phone:		Phone:	
Fax:		Fax:	

Qty	Part#	Description	Unit Price	Amount
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Implementation Services

Software Maintenance

Hardware Maintenance

- A. Customer agrees to license the above software (the "Software") and to purchase the above associated hardware (the "Hardware") and services, as described further herein (the Software and the Hardware are collectively referred to herein as the "Products").
- B. Customer agrees that purchases and/or licenses of the Products, support and maintenance for the Products, and training in the use and operation of the Products are governed by the NOVAtime Terms & Conditions attached hereto.
- C. Customer agrees that this Quote is valid through

Sub Total	
Shipping & Handling	
Sales Tax	
Total Purchase Price	
Initial Installment	
Purchase Price Balance	

Customer acknowledges and agrees that this Agreement shall not be binding on NOVAtime Technology, Inc. ("NOVAtime") until signed by NOVAtime and delivered to Customer. This Agreement is the entire understanding of the parties with respect to the purchase of the Products and shall govern in the event any inconsistent terms and conditions as set forth in any Customer purchase order, confirmation, or memorandum, unless NOVAtime signs such document.

NOVATIME TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

Terms & Conditions

Article I – Terms of Sale

1. Corporate Approval. All orders are subject to the approval of the NOVAtime Technology Inc. ("NOVAtime") Corporate Office in California and are non-cancelable.
2. Terms of Payment. Fifty percent (50%) of the Purchase Price for Phase 1 (the "Initial Installment") shall be paid at the time Customer signs this Agreement. The remaining balance of Phase 1 (the "Purchase Price Balance") shall be due within 30 days of the Products shipping date or 30 days after installation of the Products, or, in any event, no later than 90 days from the date this Agreement is executed by both Customer and NOVAtime. The Purchase Price for Phase 2 will be due only if and when Customer decides to implement Phase 2.
3. Title and Delivery.
 - a. All products will be delivered by NOVAtime F.O.B. NOVAtime's warehouse.
 - b. NOVAtime agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with the requested delivery schedule for such Products.
 - c. NOVAtime shall have no liability for delays in delivery due to causes beyond its control.
4. Restrictions on Use of Product. Customer agrees that it will not change, modify, alter, or enhance the Products and shall not reverse engineer or decompile the object code of the software.
5. Restocking Fee. If any portion or all of the entire Product order is returned to NOVAtime with or without the consent of NOVAtime, Customer agrees to pay a restocking fee equal to fifteen percent (15%) of the Purchase Price of such Products.
6. Software Set-Up Charges. NOVAtime shall provide software set-up in connection with the Products, at designated Customer's site(s). These software set-up services will be billed at One Thousand Seven Hundred Dollars (\$1,700) per day, including each part thereof, plus travel and living expenses.
7. Warranty. NOVAtime warrants that all NOVAtime software products shall be free from defects in materials and workmanship for a period of 90 days from the date of installation and all hardware products shall be free of defects for a period of 90 days from date of purchase (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations set forth below:
 - a. Any part or parts found to be defective (except as specifically excluded below) shall be replaced or repaired by NOVAtime, without charge to the Customer for parts or labor, provided that the Product has been used in accordance with the NOVAtime manual and has not been subject to abuse or tampering. NOVAtime shall pay for the shipment of the hardware to and from NOVAtime if the defect is covered by warranty, otherwise Customer shall pay shipment and repair costs.
 - b. Only NOVAtime may make repairs or replacements under this warranty and will be made only after NOVAtime is notified of the problem and determines that the problem resulted from defective materials or workmanship covered under this warranty.
 - c. In the event a defective Product cannot be repaired or replaced and such defect is material to the operation of the Product in accordance with its specifications, NOVAtime shall refund to Customer the Purchase Price paid by Customer for such defective Product.
 - d. THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND SET FORTH HEREIN SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES IN THE EVENT OF A BREACH OF THIS WARRANTY.

The above Warranty shall not apply to any Products or parts thereof in the event of:

 - a. Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering unusual physical or electrical stress or causes other than normal and intended use (including modification or replacement of any NOVAtime components on any boards supplied with the Products or any use that is inconsistent with any user documentation);
 - b. Failure of the Customer to provide and maintain a suitable installation environment for the Products;
 - c. Malfunctions resulting from the use of supplies with the Product not approved by NOVAtime; or
 - d. Any defect not communicated in writing to NOVAtime prior to the expiration of the Warranty Period.

No representation or other affirmation of fact including, but not limited to, statements regarding capacity, suitability for use or performance of the Products shall be or deemed to be a warranty or representation by NOVAtime for any purpose or impose any liability or obligation of NOVAtime whatsoever. Further, this Warranty does not cover or apply to batteries, bar code wands, bulbs, distribution boxes, light bulbs, or third party software contained in, or associated with, the Products. Said items are provided by NOVAtime to Customer "AS IS" without any condition or warranty.
8. Limitation on Liability. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE REGARDING THE PRODUCTS FURNISHED HEREUNDER. NOVAtime DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOVAtime OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S USE OF OR INABILITY TO USE, ANY PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT, EVEN IF NOVAtime HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION

AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE OR INTENTIONAL TORT. FURTHER, NOVATIME SHALL NOT BE LIABLE FOR CUSTOMER'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, OR FOR EXEMPLARY DAMAGES. IN ADDITION, NOVATIME SHALL NOT BE RESPONSIBLE FOR ANY OBSOLESCENCE OF THE PRODUCTS OR THE SOURCE CODE OF THE SOFTWARE THAT MAY RESULT FROM CHANGES IN CUSTOMER'S REQUIREMENTS OR FEDERAL, STATE OR LOCAL LAW. CUSTOMER'S SOLE REMEDY FOR LIABILITY OF ANY KIND INCLUDING NEGLIGENCE AND BREACH OF THIS AGREEMENT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT AND THE NOVATIME PRODUCTS, ITEMS OR SERVICES SOLD HEREUNDER, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN PARAGRAPH 7 ABOVE.

Article II – Software License

1. **Software License.** In consideration of the payment of the Purchase Price, NOVAtime hereby grants to Customer a nonexclusive, nontransferable limited license to use the Software (the "License"). If the Software purchased hereunder is embedded in the Hardware, or designed for installation on a central processing unit, Customer may not use such Software in connection with more than the number of employees set forth by NOVAtime on page 1 of this Agreement. If the Software is designed for installation on individual computers, the Software may not be installed on more than the number of computers set forth by NOVAtime on page 1 of this Agreement. Customer acknowledges such Software may not be used in connection with a greater number of employees or on a greater number of computers without first paying additional fees at NOVAtime's then current rates.
2. **Prohibited Acts and Uses.** Customer may not use the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized herein. Specifically, without limitation, Customer may not copy, export, publish, disclose to third parties, change, modify, alter, or enhance the Software or the source code therefore, and may not reverse engineer or decompile the binary code for the Software. Also, Customer may not copy any written materials (e.g., user documentation) provided with the Software without the prior approval of NOVAtime. In addition, Customer may not sell, donate, transfer, assign, sublicense or distribute the Software, or any trade secrets embodied therein, or any derivations or adaptations thereof. In the event any Software purchased hereunder is separate from the Hardware, Customer agrees that it will not use such Software to process data for third parties or in a service bureau environment.
3. **Additional Restrictions Relating to Third Party Software.** Except as expressly permitted by this License, Customer may not modify or translate any third party software contained in, or associated with, the Products, except as necessary to configure the third party software using the menus, options and tools provided for such purposes and contained in the third party software. Further, the prohibited acts and uses set forth in paragraph 2 above apply to Customer's use of the third party software.
4. **Proprietary Protection of Software.** Customer acknowledges that NOVAtime is the sole and exclusive owner of all right, title, and interest in and to the NOVAtime Software, the source code for the NOVAtime Software, and any NOVAtime user documentation. Customer acknowledges that the third party developers are the sole and exclusive owners of all right, title, and interest in and to the third party software, the source code for the third party software, and any third party user documentation.
5. **Other.**
 - a. If Customer violates Article II, NOVAtime, at its discretion, may automatically and immediately terminate Customer's license.
 - b. The Software (and any copies) is protected by United States copyright and patent laws and international treaty provisions.
 - c. The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.
 - d. During the term of this License and for 3 years after termination of the License, Customer shall maintain complete records regarding Customer's use of the Software. Upon reasonable notice to Customer, NOVAtime and/or a third party developer may audit, at NOVAtime's or the third party developer's expense (as applicable), Customer's books and records to determine Customer's compliance hereunder. Third party developers and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License is therefore enforceable by third party developers and their suppliers, in addition to NOVAtime.
 - e. Customer shall comply with all laws and regulations applicable to the Software, including export, reexport and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer does not contravene such laws or regulations.

Article III– Software Support

1. **Services Provided by NOVAtime.** Provided that Customer has paid the required fee for Software support, NOVAtime shall provide the following support services in connection with all Software components of the Products purchased hereunder for a period of 1 year following the Warranty Period:
 - a. Unlimited telephone support for Operators and the Corporate System Administrator of Customer during normal business hours (8:00 AM – 5:00 PM PST).
 - b. On-line support during normal business hours (Customer is required to have Internet Access).

- c. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules, exclusive of derivative products containing new features or functionality.
2. Customer Obligation. Customer agrees to provide to NOVAtime direct access to the NOVAtime database and related application(s) upon notification from NOVAtime that such access is necessary. Customer also agrees to provide server and operating environment that meet or exceed NOVAtime's minimum required operating configuration(s).
3. Limitation on Support Obligation. This Article III shall not cover, and NOVAtime's support obligations shall not apply to, problems resulting from:
 - a. Fire, flood, or other catastrophe, accident, neglect, misuse or negligence;
 - b. Modification of the Product(s) by Customer or any third party;
 - c. Computer hardware failure;
 - d. Custom software modifications; or
 - e. Any problem for which a Customer has not paid the Software support fee prior to the occurrence of such problem.
4. Renewal Option. NOVAtime shall continue to provide the Software support services described in this Article III and Customer shall pay for such services at a rate of twenty percent (20%) of NOVAtime's then-current list price for the Products being supported, for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the initial year of software support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services.

Article IV – Hardware Maintenance

1. Services Provided by NOVAtime. Provided that Customer has paid the fee for hardware maintenance services and depending on the plan selected by Customer (i.e., "overnight replacement" or "depot repair"), NOVAtime shall provide to Customer the services described in this Article IV, at no additional cost to Customer, in connection with all Hardware components of the Products purchased hereunder for a period of 1 year following the Warranty Period. Upon notification by Customer of any failure of a Hardware component of a Product during the 1 year period following the expiration of the Warranty Period, NOVAtime will repair or replace such Hardware in accordance with the procedure set forth herein. Upon such notification, NOVAtime shall issue return authorization to Customer, if required. NOVAtime will provide all parts necessary to repair the Hardware (excluding batteries, bar code wands, bell relays, power supplies, or distribution boxes), as well as the services and labor, at no charge to Customer. Customer shall ship, at its own expense, the Hardware to be repaired to: NOVAtime Technology, Inc. 1255 Corporate Center Drive, Monterey Park, CA 91754.
2. Replacement/Loaner Equipment. A Customer who is a "overnight replacement" participant will have replacement or loaner equipment that is configured for Customer's installation ("Loaner Equipment") shipped to Customer within 1 day of Customer's notification (if received by NOVAtime prior to 1:00 Pacific Time) pursuant to paragraph 1 above for Customer's use during the period that the Hardware is being serviced by NOVAtime. Upon receipt of the Loaner Equipment, Customer shall ship the Hardware to be repaired to NOVAtime. A Customer who is a "depot repair" participant shall not be entitled to receive Loaner Equipment from NOVAtime. NOVAtime shall return the repaired Hardware Product to such Customer as soon as repairs are completed, at no charge to Customer. Customer acknowledges that there is no guaranteed turnaround time for repairs made under either plan.
3. Repair / Catastrophic Damage. Upon receipt of the Hardware to be repaired from a Customer who is a "overnight replacement" participant, and unless the damage to the Hardware is considered catastrophic, NOVAtime shall repair the Hardware and return it to Customer, at which time Customer shall (if applicable) ship the Loaner Equipment back to NOVAtime, at NOVAtime's cost. However, if NOVAtime considers the damage to the Hardware to be catastrophic, NOVAtime reserves the right to permanently replace the Hardware with the Loaner Equipment. If NOVAtime determines that a "depot repair" participant's Hardware has catastrophic damage, Customer will be notified and given the opportunity to purchase a new piece of Hardware.
4. Limitation on Maintenance Obligation. This Article IV shall not cover Hardware failures resulting from fire, flood, lightning or other catastrophe, accident, neglect, theft, intentional act, misuse or negligence. Further, this Article IV shall not cover Hardware failures resulting from modification or misuse of the Hardware by the Customer or any third party.
5. Renewal Option. NOVAtime shall continue to provide the hardware maintenance services described in this Article V and Customer shall pay for such services at NOVAtime's then-current list prices for such maintenance services for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the initial year of Hardware support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services. Customer may upgrade its Hardware support to the "overnight replacement" upon notice to NOVAtime more than 30 days prior to any such anniversary date, provided that the increased benefits shall apply only to damage occurring after such anniversary date.

Article V- Training

1. Required Training. Within 10 days after the Installation Date, NOVAtime shall provide training in the basic day-to-day operation and maintenance of the Products to the Customer on the terms and conditions described in this paragraph 1. NOVAtime shall determine the training curriculum in its exclusive discretion. Representatives of NOVAtime shall provide the training at Customer's facilities. Customer shall be responsible for making available facilities and equipment sufficient, in NOVAtime's reasonable discretion, for the training. Customer agrees to pay NOVAtime a fee of \$1,700 per day for the

training. In addition, the Customer agrees to reimburse NOVAtime for all costs incurred by NOVAtime's representative(s) in connection with the training, including costs relating to travel, lodging and meal expenses. Customer acknowledges that the training will take at least 2 days. The fee shall cover training for the following employees of Customer:

- i. 1 Corporate System Administrator designated by the Customer who shall be responsible for supervising the smooth operation of the Products (including database maintenance and establishment of backup procedures); and
- ii. Up to 10 other employees who will be operating the Product on a regular basis (the "Operators").

Customer is responsible for selecting Operators who are qualified to operate the Products on Customer's equipment. NOVAtime reserves the right to refuse assistance, or to charge additional fees, if an Operator seeks assistance on basic background information or any other matters not directly related to the operation of the Product or the training to be provided pursuant to this Article V. In the event that Customer has more than 10 Operators, Customer agrees to pay additional fees, as applicable.

2. **Optional Training.** At Customer's request, and at such time as NOVAtime and Customer shall mutually agree, NOVAtime will provide additional training to employees or agents of Customer at NOVAtime's then current rates.

Article VI - Miscellaneous

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. **Modification.** No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.
3. **Notice.** Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by Certified Mail, Return Receipt Requested, with proper postage affixed.
4. **Invalidity.** In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any Court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
5. **Entire Agreement.** This Agreement is the complete statement of NOVAtime's obligations and responsibilities to Customer and supersedes any other proposal, representation or communication by or on behalf of NOVAtime regarding this subject matter.
6. **Attorneys' Fees.** In the event any litigation or arbitration between the parties arises out of or results in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and expenses, including appellate proceedings or post-judgment collection proceedings.
7. **Currency.** All monetary amounts referenced herein are U.S. Dollars.
8. **Jurisdiction & Venue.** The parties hereto submit to the jurisdiction of California courts and federal courts located in California. The parties agree that exclusive venue for any suit concerning this Agreement shall be Los Angeles County, CA.

2.17.2 Please list and describe the various support and maintenance contract(s) your company offers, indicate which contract(s) you recommend we should select and why this recommendation is better than the other contract(s) offered. For example, since the City has a resident staff of experienced IT professionals, is there a support contract offered which allows these experienced IT professionals to directly access peers in your technical support organization?

Assuming the City moves forward with NOVAtime 4000 Star (licensed model) the software support/maintenance plan would be explained in Article III of the license agreement. A software support agreement is required for the first year. Renewal is optional; however, without a support agreement all the benefits of Software for Life are lost.

2.17.3 List the hours of availability for each level and type of technical support available (i.e. Level I support, Level II support, engineering support, etc.). If after hours support is required, how is that obtained? Is that part of the normal service contract(s)?

The NOVAtime varying support programs and availabilities are listed in the following table:

Premium Support	8:00am –5 :00pm	Phone (Dedicated Toll-free) Email - Online Help Desk Support Account Mgr.	30 minutes	Priority 1 – 24 Hours Priority 2 – 48 Hours Priority 3 – 1 week Priority 4 – 2 weeks Priority 5 – TBD
	After hours on Call			

- 24-hour Emergency Onsite response is available with all levels of Support on a time/expense basis. Most situations can be resolved with the use of an 'extra' or 'loaner' clock. All devices are 'plug and play' compatible, meaning that a device is simply plugged in and is immediately operational

NOVAtime Support personnel are Certified Engineers through NOVAtime University, an eight (8) class structured exam curriculum focused on expertise in implementing and supporting the NOVAtime product line. The team consists of eighteen (18) engineers that field on average of 300 calls per month, supporting our 60 Dealers and 10,000 plus customers. Our Support team is reached via toll-free telephone number, email or IM and chat technology.

2.17.4 In order to minimize the number of calls to your support center to check on the status of an issue, does your company offer an on-line ability to initiate and track incidents? If so, list the hours that online (Internet) reporting and tracking of incidents are available and the frequency the on-line data is updated.

Yes, NOVAtime offers on-line ability to initiate and track incidents by utilizing NOVAtime's in-house designed and supported on-line CRM that is used to report and tract the status of system issues. The system is available 24/7, although the direct support team is available during business hours.

2.17.5 In the event we believe that an incident is not being resolved quickly enough or the solutions provided are not working, please describe any automatic escalations that may occur and what options we the customer have to escalate an incident to a higher level of support?

NOVAtime will handle incidents deemed by the City of Fayetteville to be “non-working” by following our internal automatic escalation procedures. In the unfortunate instance that the City is not seeing results, we would suggest escalation to Brian Harris or Ian Sexton.

2.17.6 What is the first call closure rate for support calls?

The first (1st) call closure rate for support calls to NOVAtime is 90%.

2.17.7 What is the upgrade policy for systems under contract?

NOVAtime supports all previous version of our application. Upgrades are delivered as part of your annual support contract without any additional cost. The NOVAtime proposed solution deploys upgrades for a major release roughly every 2 years with minor releases in between.

2.17.8 Please define the estimated number of man-hours the City will need to allocate annually in the following categories as a result of implementing your proposed solution.

a. Desktop Application Installation and Support

The NOVAtime proposed solution estimates 0 man-hours are necessary to allocate annually for the Desktop Application Installation and Support position for the City of Fayetteville.

b. Application Server Maintenance and Support

The NOVAtime proposed solution estimates 0 (SaaS) 40 (License) man-hours are necessary to allocate annually for the Application Server Maintenance and Support position for the City of Fayetteville.

c. Database Server Maintenance and Support

The NOVAtime proposed solution estimates 0 (SaaS) 40 (License) man-hours are necessary to allocate annually for the Database Server Maintenance and Support position for the City of Fayetteville.

d. User Administration

The NOVAtime proposed solution estimates 0 (SaaS) 0 (license) man-hours are necessary to allocate annually for the User Administration position for the City of Fayetteville.

2.18 Software License

2.18.1 Various companies use similar and different terms to define the licensing of their software licensing (per seat, CAL, per server, per location, etc.). Please describe the terms you use for licensing your software and explain your licensing structure as it applies to the proposed solution. Also, include what the licensing impact might be if the City found it necessary to add any or all of the following: an additional database server, an additional application server, an additional web server, or more individual clients (web or direct).

The NOVAtime proposed solution terms for software licensing (per seat, CAL, per server, per location, etc.) is stated in our software license agreement in our response to requirement 2.17.1.

2.18.2 Data Backup: The software use license must allow for the City to use its standard backup and archive rotation methods. Complete system backups are made weekly. Incremental backups are made every night. Full database backups are made daily and incremental database backups are made hourly.

NOVAtime meets this requirement.

An additional application server, an additional web server, and network load balancers may be required. The number of application and IIS servers required will be dependent on the number of employees, the number of system users, and how the system will be utilized. An analysis of the city's environment and usage requirements will be performed to make final recommendations as to the configuration and number of servers required to ensure peak performance.

2.18.3 License Revocation: If for any reason the license to use the software is revoked the City shall stop using it for daily operations. However, the City shall retain the right to run any applications necessary to access existing data including, if necessary, the application whose license has been revoked.

This circumstance is covered by our standard license agreement provided above.

2.18.4 Terms of software license and support/maintenance contracts shall be interpreted under the laws of Arkansas and any court or arbitration action shall proceed in venues located in Fayetteville, Arkansas (unless mutually agreed otherwise at that time). Any arbitration shall be conducted under the laws of the State of Arkansas.

NOVAtime will make this change to our license agreement as an addendum to the master agreement.

2.19 Escrow of Source Code

The City desires to understand what options are available to it in the event that the company which provides and/or developed the proposed solution becomes insolvent and which products or services are not picked up by another company, or if the company stops supporting their solution altogether.

2.19.1 Do you offer any capabilities or opportunities to place into escrow any and/or all source code for the proposed solution which would be turned over to the City in the event of the above conditions?

Yes. NOVAtime will place source code with a holding agent with the annual fee added to our agreement.

2.19.2 If the answer 2.19.1 is "Yes", describe these escrow capabilities or opportunities and identify any and all costs associated for these services.

Typical escrow costs are under \$1,000 per year. NOVAtime will arrange for the escrow agent and bill the City for this service.

Proposers may propose to provide additional services/products to the City which the proposer believes will be of value to the City. Further, should a feature of the proposed solution exceed the stated required capability, these exceptional capabilities should be identified. These additional services and capabilities shall be considered by the City in the evaluation of the proposals if their benefit can be quantified or defined. Proposers are encouraged to consider technological changes and propose any new services/products that would benefit the system. Include all costs associated with each such additional service or product and the benefits/value of the additional services/products. Please identify each additional service or product as separate sub-paragraphs to this section.

Key Elements of NOVAtime's Unique Value Proposition

- Unlimited Training for Life
- Never Charges for New Version Releases – Software for Life
- Dedicated Customer Service Representative
- Guaranteed 30 Minute Support Response
- Implementation is a Fixed Price – You Never Pay More!

A Business Model with Government in Mind

When comparing the cost of different time and attendance systems to NOVAtime 4000Star it is sometimes difficult to compare apples to apples. One of the major challenges government finance officers and CIO's face is requesting additional funding for upgrades and training from the legislative body, council and/or board. With NOVAtime, you can be sure that no additional funding will ever need to be requested, thus providing credibility to the partnership in the eyes of our elected officials. Here are some of the differences that set us apart from our competitors:

Free Upgrades for Life: NOVAtime clients receive all future version releases at no charge. This includes the software, our time to install the new version on your system and any additional online training. This provides a tremendous degree of budgeting certainty for your IT department as you plan for projects in coming years.

Free Training for Life: NOVAtime will provide unlimited online and remote training for as long as you are a client. This is especially important when you begin to use new features and functionality in your system that may not have been covered during the initial training during implementation.

Fixed Implementation Cost: NOVAtime guarantees that the implementation cost that we quote will be the only cost that you pay to implement your system. Even if we run into unexpected complexities or other issues, we will not come back to you to bill for additional consulting time. This gives you

budgeting certainty that the quoted NOVAtime implementation cost will not be exceeded and will not result in an unforeseen project overage.

Travel and Expenses Included in Implementation Quote: NOVAtime's implementation quotation includes all travel and expenses incurred from our implementation and training staff being on-site at your location.

NOVAtime Never Sunsets Prior Versions: NOVAtime never discontinues technical support for any prior version of its software. In fact, one of our first five clients (all of whom are still with us today) is still using the first release of our application because they are very happy with it. You will never be forced to upgrade your NOVAtime system due to your version no longer being supported. Additionally, if you are on version 2.0 and a few years later you want to jump to version 5.0 when it is released, you are able to do that, most importantly, without any charge.

Dedicated Client Services Representative: You will enjoy having a single client service representative dedicated to your account who is very familiar with your implementation set-up as well as any system changes that are made afterwards.

Real Person Always Answers the Phone: When you call NOVAtime for technical support a live person will always answer the phone. You will never have to go through a phone tree or leave voice mails for the technical support group to call you back.

Unlimited Customer Service: You will have unlimited access to your dedicated customer service representative at no charge as part of your annual maintenance agreement. This also includes additional standard system programming (e.g. pay rules, shift differentials) as your needs change.

Fast Implementation Start Time & Project Completion: NOVAtime will deliver the fastest turnaround time to start the implementation of your system. We can literally start your implementation within one to two business days after the project paperwork is sent and approved at our corporate office. Our standard implementation time frame is ten weeks to include testing of the payroll interface.

3.0 Collection Devices

The exact number and types of collection devices will be determined through negotiations with the selected software vendor. Collection devices will be purchased from the most cost effective source to the City. Vendors should provide a listing of all available collection devices with pricing options on a per unit basis.

3.10 List all types and per unit costs of collection devices that are compatible with the proposed system.

Please refer to the pricing section of our response.

PART V – Additional Information

Company Information

NOVAtime's corporate offices are located in Southern California with distributors, dealers, and business partners worldwide. Started in 1999, NOVAtime is a financially stable, growing company with over 10,000 customers and millions of lives using our system daily. First to the market with **Push-Technology**, NOVAtime has led the industry and is several technology generations ahead of most manufacturers. As the first vendor to offer **SaaS** (Software as a Service), NOVAtime once again uses technology to its advantage to increase the value of its products to its customers. This value includes our ability to deploy our application via the Cloud or in a traditional licensed model where our Software for Life business model and all the benefits of this low cost of ownership model apply for as long as you are our customer. NOVAtime continues to lead the Scheduling, Time & Attendance / Workforce Management industry with state of the art professional time tracking and scheduling products utilizing the latest technologies. These solutions, when coupled with our award winning Professional Services/Customer Support network, take NOVAtime to a new plateau unequalled in the marketplace.

Workforce Management Solutions

NOVAtime is a forward-thinking technology company focused solely on the development and advancement of Workforce Management solutions. From 1999 and its first multi-tiered NOVAtime 2000 product to the current NOVAtime 4000 solution, NOVAtime has consistently been recognized as a technical leader in the industry. NOVAtime recognized total revenue of \$30M from both its direct sales and indirect channel during 2009 and continues to carry no debt, while also carrying very healthy indexes compared to other leaders within Workforce Management solution providers. Our strategy for success depends on our continued research and development of new technologies, providing the framework for integration of multiple applications and reporting tools (HRIS, Payroll, Finance, and ERP).

Public Sector Organizations

NOVAtime offers two solutions focused on public sector organizations. The NOVAtime 4000 Star is a licensed version that offers the scalability and flexibility of a completely Microsoft .NET/SQL framework designed exclusively to run on your internal infrastructure. The NOVAtime 4000 SaaS is identical to 4000 Star, offering a rich enterprise solution at a hosted price. The application is the perfect Scheduling /Time & Attendance / Workforce Management service for customers who are seeking enterprise-class reliability and performance, while wanting to reduce up-front licensing, hardware investment, and ongoing IT maintenance. NOVAtime currently provides services for over 150 government clients in the United States.

Vendor Alliances and Relationships

Our system integrates with over 300 payroll, HRIS, ERP, Job Tracking, Scheduling and Accrual systems including New World Systems and is constantly being enhanced to include new capabilities.

Federal Employee Identification Number: 95-4767289

"From a technician standpoint, the system works well. I do not have to do much with the time clocks. With a regular punch clock, time is not stored. NOVAtime does everything automatically. Its increased capability delivers more flexibility and lessens administrative duties. It saves time and, from an IT perspective, I would recommend others consider such a solution."

-Ed Goss, Information Technology Manager, Tahlequahis County, OK

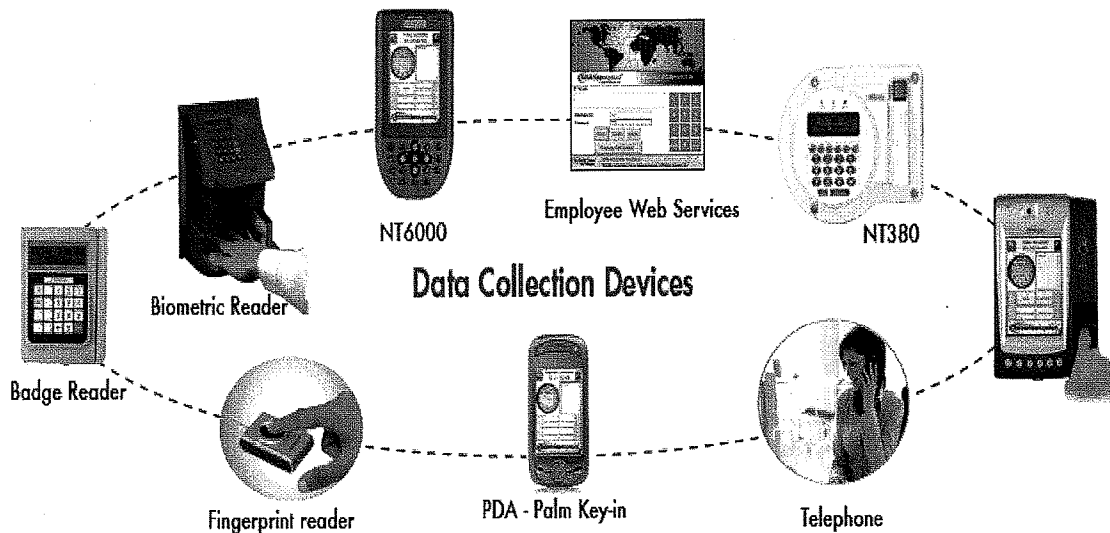
The NOVAtime 4000 solutions have a built-in dashboard navigation that is part of the overall user interface. The system has many time-saving features such as schedule templates, the ability to copy from past schedules, automatic forwarding and mass group/department changes. The system has a unique report generator that utilizes a series of templates that can be modified and saved, or scheduled for automatic delivery via email or other means. The NOVAtime Pay Matrix will incorporate the City's premium pay system to easily accommodate payroll policies and scheduling.

NOVAtime offers unlimited tracking of job and work assignments and will easily report on these hours and transfer to the appropriate accounts while also tracking credentials. NOVAtime believes its data entry options are truly a differentiator from its competitors. NOVAtime offers the widest selection of input methods and can support a complex mixture of devices and methods. From biometric solutions to mobile to web to phone-in solution, NOVAtime offers the flexibility needed to address varying requirements from location to location within most businesses. The graphic below represents an overview of data collection options.

Time Collection

Whether or not your employees are using pc input, badge swipe or biometrics, the process for collecting punches is quick and painless.

All NOVAtime devices use 'PUSH' technology and operate in real-time. The devices are pushed, not polled, directly from the device to the main database as they occur. NOVAtime was first to the market with 'PUSH' devices starting in 2006 and the benefits are many: real-time labor information budget vs. actual, muster reports (who is in, who is out), system notification if scheduled employees have not shown up for work assignments and the ability to get extra employees quickly by determining who is available to work.



NOVAtime recommends our NT6500 Self Service, Badge Kiosk when PC connectivity is not available:

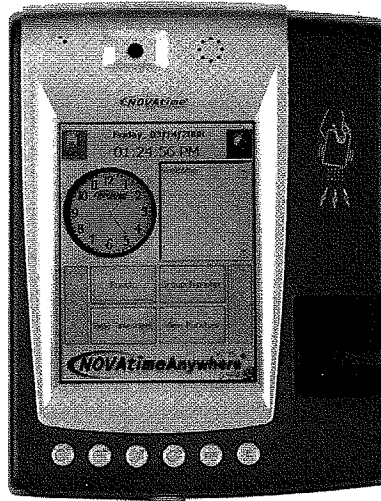
The NT6500 offers self-service functions to employees with no access to desktop computers, or for those who are not located near an HR office.

- Easy-to-use Time, Attendance, and Scheduling features, allowing you to:
 - Punch In and Out using barcode, proximity, or magnetic stripe readers, or key-in using employee ID, SS number, or badge number
 - Transfer multi-level groups to support labor costing needs
 - Input sick leave hours, vacation hours, personal leave time, etc.
 - Supports input of piecework, tips, bonus dollars, etc.
 - Supports employee schedule lockouts
- An extension of your HR department that will support afterhours inquiries, allowing you to:
 - Have 24/7 operations without 24/7 Human Resource personnel
 - Real-time access to employees' accrual information (vacation hours, sick leave, PTO, etc.)
- Amazing kiosk features and functions like:
 - Real-time access of employee timesheet
 - Real-time access of employee work schedules
 - Real-time access of employees' performance tracking data (point system)
 - Private messages sent to your employees
 - Greater employee satisfaction—with information at their fingertips!
- Innovative Push Technology: The NT6500 "pushes" data automatically to the server real-time or periodically
- Self-maintenance with bi-directional data synchronization between clocks and the NOVAtime server, based on a preconfigured schedule, controlled centrally in NOVAtime
- Easy deployment: All you need is an Internet connection (via HTTP / HTTPS access). Just hang the clock and use the built-in wired or Wi-Fi (802.11 b/g) Ethernet adapter to connect to your network
- Easy support and maintenance: NOVAtime centrally controls all clock configurations, push settings, function keys, and synchronization settings
- Friendly touch-screen self-service kiosk.

"Having biometric terminals, working in tandem with our NOVAtime Time and Attendance Software, has made this aspect of my job much easier and less time consuming."

-Sue Stacy, HR Director, Tahlequahis County, OK

Sample Clock and Screen Displays:



Wednesday, 06/24/2009
04:10:10 PM

Welcome!

Punch Emp # View Schedule
Dept Transfer View Timesheet

NOVAtimeAnywhere v3.162[SD]B

Wednesday, 06/24/2009
04:11:51 PM

Schedule (6/21-7/4): 1002 [FREEL, CHERYL]

Date	Paycode	Start	End
Mon 06/22/2009	0[WKHR]	08:00AM	05:00P
Tue 06/23/2009	0[WKHR]	08:00AM	05:00P
Wed 06/24/2009	0[WKHR]	08:00AM	05:00P
Thu 06/25/2009	0[WKHR]	08:00AM	05:00P
Fri 06/26/2009	0[WKHR]	08:00AM	05:00P
Mon 06/29/2009	0[WKHR]	08:00AM	05:00P
Tue 06/30/2009	0[WKHR]	08:00AM	05:00P
Wed 07/01/2009	0[WKHR]	08:00AM	05:00P
Thu 07/02/2009	0[WKHR]	08:00AM	05:00P

Back to Main

NOVAtimeAnywhere v3.162[SD]B

Wednesday, 06/24/2009
04:12:58 PM

June, 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

NOVAtimeAnywhere v3.162[SD]B

Wednesday, 06/24/2009
04:13:12 PM

Select a request template:

Vacation[8.00 Hours]

From: Monday, June 29, 2009

To: Friday, July 03, 2009

Submit Request Back to Main

NOVAtimeAnywhere v3.162[SD]B

Wednesday, 06/24/2009
04:14:44 PM

[Employee:1002]
Company:
Job Class:

Enter Dept:
MSMM
Temp Company 1
Contract Company 2
Finance
Fleet and Facilities
Economic Development
Building
Public Works
Water

Back to Main Drop down

NOVAtimeAnywhere v3.162[SD]B

Wednesday, 06/24/2009
04:16:29 PM

Good Afternoon.
1002 [CHERYL FREEL] Punch
Accepted!
Company: 34[Finance]
Job Class: IT[IT Resource]

1	2	3	4
5	6	7	8
<	0	9	Enter
Back to Main			

NOVAtimeAnywhere v3.162[SD]B



System Infrastructure

NOVAtime offers both a hosted and self-hosted product. We are proposing our self-hosted solution in this proposal. As part of the implementation process, NOVAtime has Professional Services Staff that will work hands-on with clients to make certain all aspects of the infrastructure, installation, data security and configuration activities are handled with professionalism, on time and under budget. The NOVAtime team will work with the City of Fayetteville and its vendors to make certain that our system is integrated with the above listed systems. We will test for connectivity and personally train all users on how to use the system.

A. American Payroll Association Study



APA_Study.pdf

B. NOVAtime Sample Report



NOVASAS
SampleReport.pdf

C. NOVAtime System Overview



NTL_SYSTEM
OVERVIEW.docx



American Payroll Association

New York Education Division

The Incredible Time Machines Taking Time Clocks Out Of The Dark Ages

By Joseph Contorno

Payroll clerks, timekeepers, department managers and millions of employees have viewed the recording of time as a constant source of error and problems almost since the beginning of the Industrial Revolution. Back then I'm told, a timekeeper was an employee whose duty it was to stand at the doorway and manually record the comings and goings of each employee, hence the rather obvious name "timekeeper."

The first time clocks were wound as one might wind a grandfather's clock. Employees would come to the clock and, from a rack on the side, would pull a specially crafted wooden key with an assigned number carved into it, insert it into a slot, and "punch" it. That process would make an impression on a piece of paper in the back of the clock. The time was recorded by marks on the side of the paper indicating time increments. Thus, the term "punch in."

The next major advance in time recording devices came with the application of electricity and the invention of a revolving time stamp. This fostered the creation of the time card. Now an employee could take a card off the rack, insert it into the time clock, punch it and get the time stamped right on the card. Shortly thereafter, with the creation of solenoids, it was no longer necessary to punch the clock—the clock punched itself. The principle of time clocks hasn't changed much from this stage in the last 75 years.

The Basic Time Clock

Today we are all familiar with the time clock—a device in which one inserts a time card and the current time is stamped on the card. At the end of the pay period the cards are collected and the hours worked for each day by each employee are manually computed. Additionally, some attempt is made to allow for company policy in terms of arriving late or early, overtime and exception or non-standard punching. It provides a permanent record of hours worked (the time card), which is required by many state labor laws and by union contract. Generally, management has viewed it as an inefficient but simple tool by which payment can be made and grievances arbitrated.

Three Expensive Problems

When you think about it, all this manual effort is pretty costly. Industry experts have determined the cost to be a product of several factors. Three factors are:

1 THE TIME TO MANUALLY COMPUTE HOURS WORKED FOR EACH EMPLOYEE. Industry experts believe that it takes an average of five minutes to manually compute hours for one employee for a biweekly time period. The following chart indicates the cost of this function.

NUMBER OF EMPLOYEES:	100	200	500	750
HOURS TO COMPUTE:				
@ 5 min. ea. x 26 pay per.	216	433	1,083	1,625
x employees ÷ 60 min.				
ANNUAL COST:				
@ \$7.00 per hour	\$1,512	\$3,031	\$7,581	\$11,375

Table 1.

2 THE ERRORS MADE IN MANUALLY COMPUTING TIME are often an overlooked cost. (When was the last time someone came to you to complain they were overpaid?) The chart below illustrates the cost of error in computation at various wage and size averages. While most experts feel that the error rate is probably 1%, I have used 1% in this illustration.

NUMBER OF EMPLOYEES:	100	200	500	750
AVERAGE HOURLY RATE:				
\$3.50	\$3,640	\$7,280	\$18,200	\$27,300
4.25	4,420	8,840	22,100	33,150
6.00	6,240	12,480	31,200	46,800
7.25	7,540	15,080	37,700	56,550
8.00	8,320	16,640	41,600	62,400

Table 2.

The formula for this chart is:

Number of Employees
× Hours /Week (40)
× Weeks/Year (52)
× Error Factor (.005)
× Average Hourly Rate

As you can see small errors add up!

3 LOST TIME is another area which is a surprisingly large portion of the cost of manual timekeeping. Robert Half, President of Robert Half Associates, conducts an annual survey of theft of time and estimates that time theft amounts to more than \$120 billion a year in the United States. According to the results of the survey, the average worker "steals" FOUR HOURS AND EIGHTEEN MINUTES a week by coming in late, goofing off, long lunches and breaks and leaving a few minutes late to get overtime. We prefer to call this "Lost Time." Much of this lost time can't be "recovered" by any kind of time accounting device, but if only a small fraction could be (say, 5 minutes a day), the results are staggering.

NUMBER OF EMPLOYEES:	100	200	500	750
AVERAGE HOURLY RATE:				
\$3.50	\$7,292	\$14,583	\$36,458	\$54,687
4.25	8,854	17,708	44,270	66,406
6.00	12,500	25,000	62,500	93,750
7.25	15,104	30,208	75,520	113,281
8.00	16,666	33,333	83,333	125,000

Table 3.

The formula used for the computation of Table 3 is:

$$\begin{aligned}
 5 \text{ Minutes} \times 250 \text{ Days} &= 1250 \text{ Minutes Theft per Employee per Year} \\
 1250 \div 60 &= 20.83 \text{ hours/year} \\
 \times \text{Number Employees} &= \text{Total Avg. Hrs. Lost Time} \\
 \times \text{Average Rate/Hour} &= \$ \text{Lost time in Annual Dollars}
 \end{aligned}$$

Of course the numbers shown in the three tables above are meant to be a guide and should not be taken literally. Nonetheless, they add up to sizeable hidden sums. Let's take for example the Mythical Company which has 500 employees on the clock. The total would be:

1. Manual computations	= \$ 7,581
2. Errors @ 4.25 avg.	= \$22,100
3. Lost time @ 4.25 avg.	= \$44,270
TOTAL ANNUAL COST:	= \$73,951!

Table 4.

Wouldn't it be wonderful if the Mythical Company could find a replacement for its time clocks that could reduce these costs?

The Incredible Time Machines

New microcomputer technology has been applied to time clocks and the result is a host of "intelligent" time machines. Now, in the time it takes an employee to punch in or out, an incredible series of programs can record, analyze and manage that data.

Just as all microcomputers aren't alike, the new "intelligent" time clocks cover a wide range of features and vary in price by thousands of dollars. It's important, therefore, to have an understanding of the different classes of machines before contacting vendors and exploring the opportunities.

Four Different Classes of Time Accounting Equipment

We can distinguish between the four classes of intelligent equipment by what basic functions are performed.

CLASS I: TIME RECORDERS

These time clocks are the most basic. When an employee "punches," the clock records the employee number and the time in memory or on tape. Because these clocks have limited intelligence, there is no editing and a special badge may be needed. Usually no time card or printed copy of the punch is available. Punches are collected and transmitted to some other location for editing. No "on the floor" information or time calculations are done. Generally this type of clock helps to some degree with accuracy because it eliminates legibility problems. It may also speed up the transmission of information from the clock to the payroll department.

CLASS II: TIME CALCULATORS

Generally, time calculators represent a major advancement over time clocks or time recorders. Time calculators use a "time card" (also can be a badge), print the punch on the card, store it in memory, apply the company rounding rules for the punch, calculate the payroll hours for the time period, and even print the payroll hours on the card.

Company rounding rules are a critical labor management control. If, for example, Mystical Company employee comes in at 8:58 and goes home at 5:05, and company policy is overtime pay after eight hours, is he entitled to overtime? Not if company policy says the time an employee punches in and out is subject to rounding. In this case the company policy is that up to eight minutes before the hour employees are scheduled to come in and up to eight minutes after the hour they are scheduled to leave, punches are deemed to be "on the hour." Time calculators can apply company rounding policy uniformly and accurately instantly as the employee punches. Additionally, time calculators total hours for each employee, print them on the employee's card and may even print a summary of hours worked for each employee on a summary report.

In just accomplishing these tasks the intelligent time clock has greatly reduced labor, errors and lost time.

Workforce Management Overview & Sample Reports

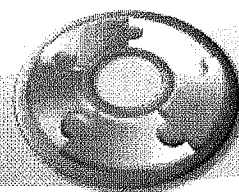


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"Takes the hassle out of issuing timecards. Very little training was needed for my down line supervisors to get information and manage their staff."

- Distribution Company

"There are so many great reports at our fingertips to help us do our jobs! It was hard to imagine and comprehend all the benefits we got until we experienced it! It saves us so many hours weekly in compiling data and information. Now we can use our time to make better decisions in labor cost and better manage our employees."

- Manufacturer

"Our favorite is the 'Point System' that tracks good and bad attendance behavior. But I think the best part is all the reports we need can be automatically scheduled and emailed! It's amazing! All our reports now sit in our email in-box when we login every morning..."

- Temporary Employee Agency

"Before we got NOVAtime we had another major time and attendance system and there's no comparison! NOVAtime's so easy to use. It saves us so much money in overtime expenses. I live by the 'Approaching Overtime Report' to stay on budget."

- Restaurant Chain

"NOVAtime reduces our in-factory labor cost by 20% with up-to-the-minute information at our PCs. Supervisors spend less time figuring our timecards and have more time managing. This is a powerful addition to our company resource."

- National Baking Company

"The 'Monthly Staffing Report' is a lifesaver! It's a breeze now to make sure we have appropriate coverage at each shift."

- Nursing Home

"Wish we got it sooner!"

- Fruits and Vegetables Distributor

"... I am so impressed with how smoothly this whole thing has gone, from installation forward ..."

- Window manufacturer and distributor



Legend: Outlined puzzle pieces represent NOVAtime product ability for the listed features on each page. If a puzzle piece is not outlined in black, the product that the color represents does not support the listed features on the page.



NOVAtime 1000



NOVAtime 2000



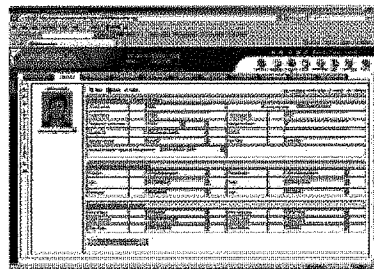
NOVAtime 3000



NOVAtime 4000



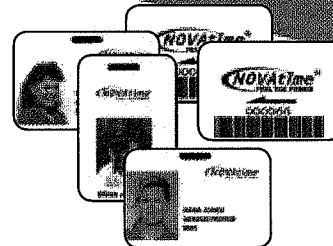
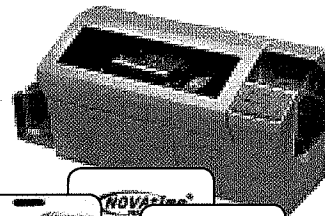
Digital Camera



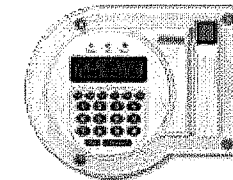
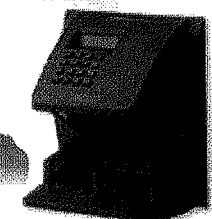
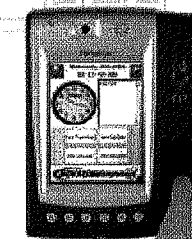
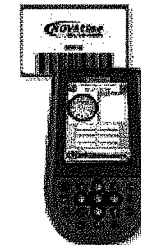
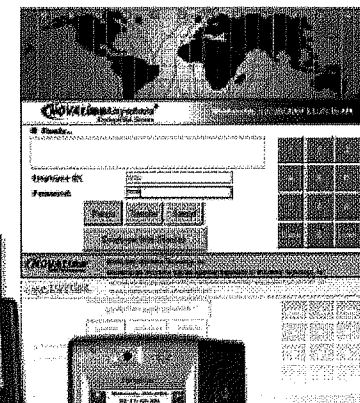
NOVAtime Workforce Management Solutions



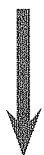
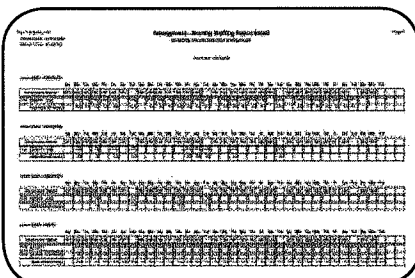
Automatic Badge Printing



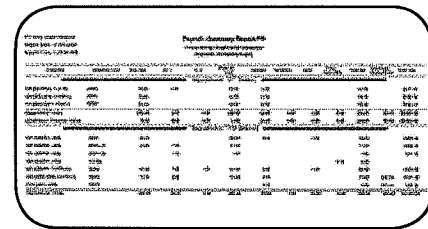
Supports Multiple Data Collection
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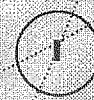
All NOVAtime systems include a powerful and easy-to-use Report Generator



NOVAtime has over two hundred interfaces to most payroll programs and service bureaus



For a list of available payroll interfaces, please check our web site at www.novatime.com/products_payroll.aspx



INTRODUCTION

This book will help guide you through the major features of the NOVAtime system, while focusing on many of the available reports within the system that can help your company automate tasks, schedule and manage your workforce, and ultimately – control your labor costs. While this book is not intended to replace user guides or manuals, the intention is to provide an overview of available features and reports that can be used to address specific challenges within your company's environment.

The NOVAtime core system is broken into distinct areas depending on product:

NOVAtime Client (1000/2000/3000) – The NOVAtime client provides a full-featured front-end that provides functionality for employees, managers, and HR/Payroll teams to manage all aspects of the NOVAtime application.

Employee Web Services (3000/4000) – With NOVAtime's EWS, your employees can access the NOVAtime system using a standard web browser to punch In/Out, perform group-level transfers (i.e. job change, facility change, etc.), review and submit their timesheets, review schedules, request time off, view accrual and benefit balances, submit expenses, and more. NOVAtime's EWS provides a real-time portal for your employees to access and automate tasks that may otherwise take time for your supervisors and managers, and it reduces the time spent on core business activity within your company's environment.

Supervisor Web Services (3000/4000) – SWS provides your company's supervisors and managers with real-time access to time and labor data to proactively manage costs and staffing levels within your environment. SWS also provides the tools and interface to manage accruals and benefit hours, attendance point system, employee scheduling, employee import and policy assignment, NOVAtime's powerful reporting engine, and much more.

Administrator Web Services (3000/4000) – NOVAtime utilizes the AWS portal to control all access, functionality, and security group definitions within the NOVAtime system. AWS also provides the interface to configure the NOVAtime system and tailor it specifically to the needs of your company. Within AWS, administrators and HR/Payroll professionals can configure the group definitions, pay codes, pay policies, holidays, accrual calculations, payroll bridge mapping, and much more. Interfaces with external applications (HR, Payroll, etc.) can also be configured within AWS to automate employee imports, exports, payroll data export, etc.

Workforce Management Solutions

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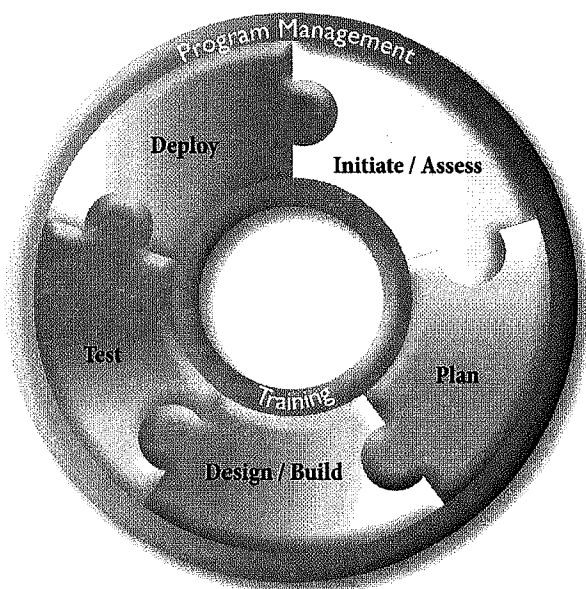
NOVAtime provides Workforce Management Solutions to maximize your specific time and attendance requirements. We offer a single vendor "TOTAL SOLUTION" to address your workforce management needs. NOVAtime's Workforce Management Solutions include:

- **Benefit Accruals / Comp-Time Banking** - Accumulates and tracks the number of hours earned and used for benefits such as vacation and sick pay.
- **NOVAtime Point System** - A fully integrated performance tracking solution that uses attendance information to automatically generate merits, de-merits, warning letters, perfect attendance letters and other WORD mail-merge documents.
- **NOVAPic** - Utilizes the technology of digital cameras to capture employee photos to store in the employee profile for easy reference, and to print employee photos on badges along with barcodes.
- **Push Technology Time Clocks** - NOVAtime supports a wide range of hardware solutions to allow you and your management to do more than the standard time tracking. Utilizing our powerful back-end integration engine, time punches can be "pushed" immediately to the NOVAtime server providing real-time visibility of employee attendance data.
- **Employee Web Services (EWS) - Offline** - Web browser based feature that is great for mobile employees who do not have wireless ISP connections.
- **Work In Progress** - It is a great feature for companies that want to monitor production lines, and visually track job order progress.
- **Scheduler / Timesheet Notes** - Great tool for facilitating a two-way communication between supervisors and employees for work schedules, time off requests, etc.
- **Lockout / Access Control** - Allows you to use the same badge, whether for proximity, bar code, or magnetic, via the same terminal for both employee attendance and security access.
- **Payroll Interface** - Provides for automatic transferring of employee hourly information to your payroll service bureau's program.
- **Pay Matrix** - It is a powerful shift differential/premium calculation generator that works as an extension of our calculation engine.
- **IN/OUT Board** - The IN/OUT Board provides instant access to WHO's IN and WHO's OUT--and WHY.
- **NOVAtime Phone-in System** - Employees can punch In/Out and perform group-level transfers (Dept, Job, etc...), listen to today's and tomorrow's schedule (updated real-time), listen to voice-mail messages sent by supervisors (and more)--all in real-time.

SURE PATH™

NOVAtime Technology, Inc.

Today's demanding business requirements and need to address and implement projects in a timely and budgetary manner highlight the necessity of a structured approach to all projects. NOVAtime has developed a methodology that provides the framework and repeatable process that provides this structured approach for all projects, regardless of complexity. NOVAtime has leveraged over ten years of experience and learned from over 10,000 implementations world-wide to develop best-practices and processes that ensure each company has a smooth and successful implementation of the NOVAtime solution, while meeting the business goals and objectives unique to each client.



NOVAtime's internal methodology that guides all projects is *SurePath™*. *SurePath™* is a multi-phased approach to all projects that provide the repeatable and consistent process ensuring successful implementation. *SurePath™* is guided by Program Management tools throughout the lifecycle of the project, which provide the structure for successful interaction between NOVAtime and its clients including:

- *Communication processes*
- *Issue and Risk Management*
- *Change and Scope Management*
- *Quality and Delivery Assurance*

SurePath™ also understands the importance of training throughout the duration of the project. The *SurePath™* methodology provides the framework for effective user and administration training throughout each phase of the project to ensure capability and readiness of each customer's staff to use and support the NOVAtime solution within their environment.

SurePath™ also employs the project and industry experience of each NOVAtime team member to identify areas of opportunity and best-practice potentials. From technology to complex payroll business processes, NOVAtime team members bring a wealth of experience to guide each customer implementation and allow maximum return on investment (ROI) from their investment.

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Public – This area contains reports that have been published company-wide. Easily distribute reports throughout the company for execution as needed.

User Reports – This area of published reports contains report templates that you have saved or other users saved specifically for you.

Primary Filter – Select employees to display on a report. Most reports offer options to select All employees, use Group Filters, or by selecting individuals from the employee list.

Fields to Display – Select available “employee” data fields to display on a report such as Employee ID, Badge Number, Group fields, Pay Policy, Shift Number, etc.

Publish to – Allows users to setup company-wide or personal report templates for use at later times. Publishing, or saving, report templates allows for quick access of specific report configurations and saves time from future editing of individual settings. Any report may be modified with custom data sets, date range, data filters, etc. and then published for future access.

Output Format – Export reports to many file Formats, including PDF, Excel, HTML, and more!

Primary Sort – Select a report to be sorted using pre-defined group fields. For example:

- Branch (G1)
- Division (G2)
- Dept/Job (G3)
- Work Order (G4)
- Etc.

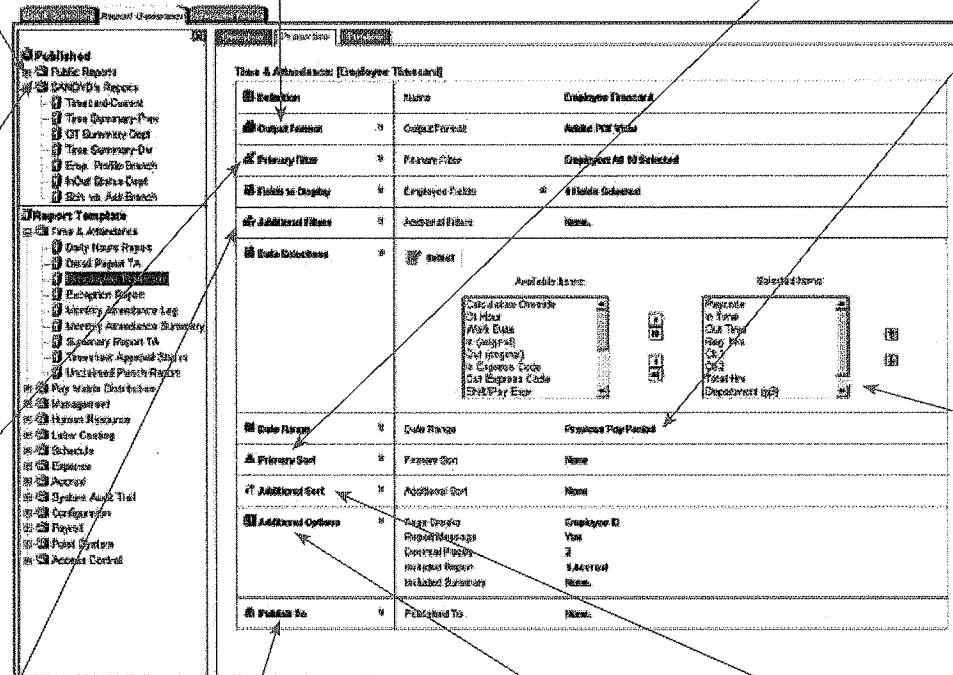
Date Range – Select a report date range. Available options are:

- Today
- Yesterday
- Current Pay Period
- Previous Pay Period
- Current Week
- Previous Week
- Current Month
- Previous Month
- Custom, which allows you to pick and choose any From Date and To Date.

Data Selections - Select report-specific data to display on a report. Based on timecard or labor costing report examples, data fields may include In/Out Time, Regular Hours, Overtime Hours, Total Hours, Total Pay, Earnings / Deductions, Pay Codes, Accrual Hours, Head Count, etc.

Additional Sort – This feature allows for the secondary sort of data fields to accommodate specific reporting needs. For example, a primary sort could be by location with a secondary sort by department, job, Employee ID, Badge, etc.

Additional Options – Depending on the report, various optional features are available. In this example, The Employee Timecard Report offers options such as Page Breaks, Report Message, and sub-reports. Sub-Reports may include Timesheet Notes, Audit Trail, Accrual, and Summary.



Time & Attendance – Employee Timecard Report

- Designed to be printed after supervisor edits.
- List of all detail IN/OUT punches and hours for the selected date range.
- Optional print selections on this report are: "Absentee", "Audit Trail Information", and "Summary".
- If a "Landscape" orientation is selected, you would be able to select and print more employee data in the header section.
- If "Accrual" is selected, an employee's accrual information will be displayed in the Summary section.

Pay Code	Description	Reg Hrs	OT1 - OT2	Accrual	OT1 - OT2	OT3 - OT4	OT5 - OT6	OT7 - OT8
1 (HOL)	1 (HOL)	8.00		8.00				
2 (SICK)	2 (SICK)	8.00		8.00				
3 (SICK)	3 (SICK)	8.00		8.00				
TOTALS		24.00	8.00	24.00	8.00	8.00	8.00	8.00

- If "Notes" is selected, timesheet notes will be available in the Notes section (NOVAtime 3000/4000).

Notes	Notes
06/25/2008 Wed	06/25/2008 Wed

Tardy for 5 minutes.
Punch exceptions are:
• G(race)
• T(ardy)
• E(arly in or out)
• L(ate departure)
• M(eal)
• B(reak)

Pay code "sick."

Late departure
by 95 minutes.

* Signifies a
corrected / modified
time punch.

User "SandyD"
added a "sick"
day for 8 hours.

Summarized
by pay code.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 6:27:06 PM

Time & Attendance - Employee Timecard

06/25/2008 - 07/06/2008 (14 days)

1001 [SMITH, JAN]

Employee ID	1001	Badge Number	1001	Job Title	Administrator
Branch(G1)	100	Division(G2)	50	Department(G3)	210
Pay Policy	1	Shift Number	1	Pay Type	2

Date	Pay Code	IN	IN EX	OUT	OUT EX	Reason	Schedule	OverTime	Shift Pay Ex	Reg Hrs	OT Hrs	Daily Total
06/23/2008 Mon		8:00AM		5:00PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
06/24/2008 Tue		8:05AM		5:04PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
06/25/2008 Wed		8:12AM		5:01PM			(8:00AM-5:00PM)	210	00001Mn	7.75		7.75
06/26/2008 Thu		7:55AM		5:02PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
06/27/2008 Fri		7:55AM		5:03PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
06/28/2008 Sat		8:00AM		5:00PM			(8:00AM-5:00PM)	210	00001Mn	9.25	0.75	10.00
06/29/2008 Sun								210	00001	8.00		8.00
07/01/2008 Mon	3 (SICK)	7:55AM		5:02PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
07/02/2008 Tue		7:55AM		5:02PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
07/03/2008 Wed		7:55AM		5:02PM			(8:00AM-5:00PM)	210	00001Mn	8.00		8.00
07/04/2008 Thu		7:55AM		5:02PM			(8:00AM-5:00PM)	107	00001Mn	8.00		8.00
07/05/2008 Fri	1 (HOL)							210	00001	8.00		8.00

Audit Trail - 1001 [SMITH, JAN]

USER	DATE	ACTION	IN	IN EX	OUT	OUT EX	Pay Code	Reg Hours	OT1 - OT2
SANDYD	07/07/2008 4:21PM	Add	06/29/2008						
SANDYD	07/07/2008 4:21PM	Edit (Before)	06/27/2008 7:55AM				3 (SICK)	8.00	
		Edit (After)	06/27/2008 7:55AM					8.00	1.00

Pay Code	Department	Reg Hrs	OT1 - OT2	Total Hrs	Earn. Ded	Reg Pay	Reg Pay	OT1 - OT2 Pay	Total Pay
1 (HOL)	210 (Admin)	8.00		8.00	\$10.00	\$80.00	\$80.00		\$80.00
2 (SICK)	210 (Admin)	8.00		8.00	\$10.00	\$80.00	\$80.00		\$80.00
3 (SICK)	210 (Admin)	8.00		8.00	\$10.00	\$80.00	\$80.00		\$80.00
TOTALS		24.00	8.75	32.75	\$10.00	\$80.00	\$80.00	\$131.55	\$291.55

I CERTIFY THE ABOVE INFORMATION TO BE CORRECT

Customizable report
header section; data
selected from your
Employee database.

Employee's work
schedule.

Department Transfer:
Department number
and description.

Overtime for
1.5 hours.

Unauthorized overtime
(with brackets) changed
to authorized (without
brackets).

User "SandyD" Corrected
a missing punch.

Summarized
by department
transfer.

A flexible end of report
text area for signatures
and messages/greetings.

Time & Attendance – Exception Report

- List of all the employees whose attendance falls under the exception conditions defined for this report.
- A great tool for management to quickly address employee attendance issues.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 2:58:12 PM

Time & Attendance - Exception Report
06/22/2008 - 07/05/2008 (14 days)

Date	Schedule	Paycode	In	Out	ABS	MP	TOV	EN	EO	LO	UOT
1001 [SMITH, JAN]											
Shift Number 1 [Fixed 0800-1700Hr]		Pay Policy 1 [Weekly Period (weekly CR)]		Holiday Rate 1 [Standard]							
Employee Station A											
06/24/2008 Tue	8:00AM-5:00PM	QWKKHR	8:05AM	5:04PM			5 min				
06/25/2008 Wed	8:00AM-5:00PM	QWKKHR	8:12AM	5:01PM			12 min				
06/27/2008 Fri	12:00PM-5:00PM	QWKKHR	7:55AM	[]		*					
06/30/2008 Mon	8:00AM-5:00PM				x						
07/02/2008 Wed	8:00AM-5:00PM	QWKKHR	7:55AM	5:26PM					95 min	1:50 hr	
Total Count:			1	1	2						
Total Amount:					17 min				95 min	1:50 hr	

Exceptions note. Some common exception codes are:

- Missed Punch
- Absent
- Early In
- Tardy
- Early Out
- Late Departure
- Unauthorized Overtime

Electronic Workflow
Dashboard Exception
Summary Gadget
(NOVAtime4000).

Exception Summary

Pay Policy Group: 1

Selected Pay Period 6/22/2008 - 7/5/2008

Exception	Emp. Count
Absent	1
Missed Punch	1
Unclaimed Punch	2
1	

Displays exceptions that require attention for assigned employees. Select an exception and automatically navigate to the timesheet for corrections for employees with that exception.

Displays the count of each displayed exception.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 07:00:10

Time & Attendance - Employee Timecard Report
06/22/2008 - 07/05/2008

1001 [SMITH, JAN]

Employee ID	Card ID	Job Title
1001	12601	Administrator
Branch	Division	Department
100	50	210
Policy #	Shift Number	Pay Type
1	1	003

TIME CARD	Pay Code	IN	IN Ex	OUT	OUT Ex	Reason	Schedule	Department	Shift Pay Expr	Reg Hours	OT-1	OT-2	Daily Total
06/23/2008 Mon		8:00		17:00			(08:00 - 17:00)	210 - Admin	00001%Mo	8.00			8.00
06/24/2008 Tue		8:05	T 5	17:04			(08:00 - 17:00)	210 - Admin	00001%Tu	8.00			8.00
06/25/2008 Wed		8:12	T 12	17:01			(08:00 - 17:00)	210 - Admin	00001%We	7.75			7.75
06/26/2008 Thu		7:59		17:02			(08:00 - 17:00)	210 - Admin	00001%Th	8.00			8.00
06/27/2008 Fri		7:58		[]			(08:00 - 17:00)	210 - Admin	00001%Fr	8.00			8.00
06/28/2008 Sat		8:00		17:00				210 - Admin	00001%Sa	0.25	0.75		9.00
06/30/2008 Mon		[]		[]			Absent (08:00 - 17:00)						
07/01/2008 Tue		7:59		17:05			(08:00 - 17:00)	210 - Admin	00001%Tu	8.00			8.00
07/02/2008 Wed		7:56		16:35	L 05		(08:00 - 17:00)	210 - Admin	00001%We	8.00	1.50		9.50
07/03/2008 Thu		7:56		17:02			(08:00 - 17:00)	210 - Sales	00001%Th	8.00			8.00
07/04/2008 Fri	1 [HOL]							210 - Admin	00001	8.00			8.00
Employee: 1001 [SMITH, JAN] Totals:										72.00	1.75		80.75

A missing punch.

Absent during scheduled work hours.

Unauthorized overtime (with brackets).

Time & Attendance – Summary Report

- Summary of attendance hours for the selected date range.
- A great management tool for making labor-cost related decisions.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 7:16:02 PM

Summary Report - Time & Attendance
Primary Sort By: Department (200 Employees)
06/22/2008 - 07/05/2008 (14 days)

Employee	Shift	Reg Hours	OT-1	OT-2	Sick LF Total	Monday	Vacation	Sick Leave	Total Hrs	Earnings	Total Pay
Department: 10T [Sales]											
MILLARD, CHERYL (1001)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
MCCORMY, NANCY (1011)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
ROPER, ALICIA (1004)	00000	72.00	4.50		76.50	8.00			84.50	\$637.50	\$637.50
10T (Sales) Total		216.00	4.50	0.00	220.50	24.00	0.00	0.00	244.50	\$1,837.50	\$1,837.50
Head Count:											
Department: 21D [Admin]											
SMITH, DAN (2001)	00001-01	56.00	7.75		63.75	8.00		8.00	79.75	\$598.25	\$598.25
SMITH, PATRICIA (2002)	00001-02	56.00		1.00	57.00	8.00		8.00	73.00	\$547.50	\$547.50
SMITH, PATRICIA (2003)	00002	56.00	7.50	1.00	64.50	8.00		8.00	80.50	\$603.75	\$603.75
STEVENS, KATHY (2004)	00000	72.00	4.00		76.00	8.00			84.00	\$630.00	\$630.00
WEA, NEIL (2010)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
21D (Admin) Total		286.00	19.25	2.00	307.25	32.00	0.00	16.00	355.25	\$2,539.50	\$2,539.50
Head Count:											
Department: 22C [Accounting]											
BAILEY, KATHY (2002)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
TEHR, SISTER (2011)	00000	69.00	3.00		72.00	8.00			80.00	\$600.00	\$600.00
WRIGHT, JOHN (2014)	00000	72.00	6.75		78.75	8.00			86.75	\$650.63	\$650.63
22C (Accounting) Total		213.00	9.75	0.00	222.75	24.00	0.00	0.00	246.75	\$1,850.63	\$1,850.63
Head Count:											
Grand Total:		715.00	33.50	2.00	750.50	80.00	0.00	16.00	866.50	\$6,427.63	\$6,427.63
Head Count:											

END OF REPORT
Summary Report - Time & Attendance

User definable group sorting.
A different sort will generate a different report layout rationale.
Sample displayed is sorted by "Department" & "Employee ID."

Department total – total work hours, earnings and deductions, and total pay (if hourly rates are available).

Department head count of 3 employees.

Sick Leave for 8 hours.

This sample is sorted by "Employee ID."

Shift differential separated by time segment.*

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 7:17:21 PM

Summary Report - Time & Attendance
Primary Sort By: Employee
06/22/2008 - 07/05/2008 (14 days)

Employee	Shift	Reg Hours	OT-1	OT-2	Sick LF Total	Monday	Vacation	Sick Leave	Total Hrs	Earnings	Total Pay
BAILEY, KATHY (2002)	00000	72.00	13.50		85.50	8.00			93.50	\$701.25	\$701.25
MILLARD, CHERYL (1001)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
MCCORMY, NANCY (1011)	00000	72.00			72.00	8.00			80.00	\$600.00	\$600.00
ROPER, ALICIA (1004)	00000	72.00	4.50		76.50	8.00			84.50	\$637.50	\$637.50
SMITH, DAN (2001)	00001-01	56.00	7.75		63.75	8.00		8.00	79.75	\$598.25	\$598.25
SMITH, PATRICIA (2002)	00001-02	56.00		1.00	57.00	8.00		8.00	73.00	\$547.50	\$547.50
SMITH, PATRICIA (2003)	00002	56.00	7.50	1.00	64.50	8.00		8.00	80.50	\$603.75	\$603.75
STEVENS, KATHY (2004)	00000	72.00	4.00		76.00	8.00			84.00	\$630.00	\$630.00
TEHR, SISTER (2011)	00000	69.00	3.00		72.00	8.00			80.00	\$600.00	\$600.00
WRIGHT, JOHN (2014)	00000	72.00	6.75		78.75	8.00			86.75	\$650.63	\$650.63
Grand Total:		684.00	37.00	2.00	723.00	80.00	0.00	16.00	819.00	\$6,211.25	\$6,211.25
Head Count:											

END OF REPORT
Summary Report - Time & Attendance

* Not supported in NOVAtime 1000

Time & Attendance – Payroll Detail / Summary Report

- This provides a detailed list of payroll data by pay code (Payroll - Detail Report), or summarized payroll data by pay code (Payroll - Summary Report).

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 13:37:57
Department: 1 - MST
Employee: P10000

Payroll - Detail Report
Sorted by Department, Employee & Date
Date: 06/22/2008 - 07/05/2008

Page 1

Pay Code	Department	Shift	Pay Expr	Reg Hours	OT-1	OT-2	Total	Earnings	Deductions
Department: 10T [Sales]									
1007 [MILLION, CHERYL]									
Policy: 1	Shift: 1	Holiday: 1	Active: ☒						
10T - Sales	00003			72.00			72.00		
1 [HOLI]	10T - Sales	00003		8.00			8.00		
Employee: 1007 [MILLION, CHERYL] Totals:				80.00	0.00	0.00	80.00	\$ 0.00	\$ 0.00
Premium Totals:				0.00	0.00	0.00	0.00		
Department: 10T [Sales] Totals:				80.00	0.00	0.00	80.00	\$ 0.00	\$ 0.00
Premium Totals:				0.00	0.00	0.00	0.00		
Department: 21D [Admin]									
1001 [SMITH, JAN]									
Policy: 1	Shift: 1	Holiday: 1	Active: ☒						
21D - Admin	00001			8.00			8.00		
21D - Admin	00001			32.00			32.00		
10T - Sales	00001-S1			8.00			8.00		
21D - Admin	00001-S1			16.00	7.75		23.75		
21D - Admin	00001-S2				1.00		1.00		
1 [HOLI]	21D - Admin	00001		8.00			8.00		
3 [SICK]	21D - Admin	00001		8.00			8.00		
4 [COMP]	21D - Admin	AC-004		8.00			8.00		
Employee: 1001 [SMITH, JAN] Totals:				80.00	8.75		88.75		
Premium Totals:				0.00	0.00		0.00		
Department: 21D [Admin] Totals:				80.00	8.75		88.75		
Premium Totals:				0.00	0.00		0.00		
Grand Totals:				160.00	8.75		168.75		
Premium Totals:				0.00	0.00		0.00		
END OF REPORT (Page 1)									

Payroll - Detail Report

Summary of hours by department.

Shift differential separated by time segment.*

Summary of hours by pay code.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 5:03:05 PM

Payroll - Summary Report
Primary Sort By: Department(03)/Employee
06/22/2008 - 07/05/2008 [14 days]

Employee	Shift	Pay Expr	Reg. Hrs	OT-1	OT-2	Work H/ Total	Holiday	Vacation	Sick	Other Paycodes	Total Hrs	Earnings/ Deductions	Total Pay
Department: 10T [Sales]													
1004 [NORRIS, ALICIA]	00003		72.00	4.50		76.50	0.00				84.50		\$687.50
1007 [MILLION, CHERYL]	00003		72.00			72.00	0.00				80.00		\$699.00
1013 [MOONEY, ANANCY]	00003		72.00			72.00	0.00				80.00		\$680.00
Department Totals:			216.00	4.50	0.00	220.50	24.00	0.00	0.00	0.00	244.50	\$0.00	\$2,467.49
Department Premium Totals:			0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	\$0.00	\$2,467.49
Department: 21D [Admin]													
1001 [SMITH, JAN]	00001		40.00			40.00	5.00				66.00		\$485.00
1001 [SMITH, JAN]	00001-S1		24.00	7.75		31.75					31.75		\$358.25
1001 [SMITH, JAN]	00001-S2			1.00		1.00					1.00		\$15.30
1001 [SMITH, JAN]	AC-004									-8.00	-8.00		
1003 [SMITH, PATRICIA]	00003		56.00	7.50	1.00	64.50	3.00		0.00		80.50		\$652.50
1008 [STEVENS, KATRINA]	00003		72.00	4.00		76.00	0.00				84.00	\$25.00	\$781.25
1010 [MBS, KEN]	00003						5.00				5.00	\$25.00	\$80.00
Department Totals:			264.00	20.25	1.00	285.25	32.00	0.00	10.00	-8.00	325.25	\$50.00	\$3,565.34

* Not supported in NOVAtime 1000

Management – Approaching Overtime Report

- List of all employees who have worked greater than or equal to the threshold work hours, or for employees who are very likely to end up with overtime for the current pay period.
- A proactive tool to better manage labor costs, ensuring employees work within their work period.
- A great tool to manage overtime spending and cost-driven resource scheduling.

User definable threshold hours (72 for a bi-weekly pay period in this example).

Your Company, Inc.

Report Date: 07/03/2008

Report Time: 6:05:48 PM

Management - Approaching Overtime Report

Primary Sort By: Employee

06/22/2008 - 07/03/2008 [12 days]

Threshold Hours: 72

Employee	Reg. Hrs	OT Hour	UOT Hour	Total Hrs	Hrs. Over Threshold	Pay Over Threshold
DAILEY, KATRINA [1002]	72.00	13.50		85.50	13.50	\$141.25
NORRIS, ALICIA [1004]	72.00	4.50		76.50	4.50	\$46.32
SMITH, JAN [1001]	72.00	8.75	1.50	82.25	10.25	\$99.01
SMITH, PATRICIA [1003]	64.00	8.50		72.50	0.50	\$5.33
STEVENS, KATRINA [1006]	72.00	4.00		76.00	4.00	\$41.12
WRIGHT, JOHN [1014]	72.00	6.75		78.75	6.75	\$70.62
Grand Total:	424.00	46.00	1.50	471.50	39.50	\$403.65

END OF REPORT

Management - Approaching Overtime Report

Hours over the threshold.

Pay over the threshold (if hourly rates are available).

Management – Overtime Summary Report

- Summary of employee overtime, including authorized and unauthorized overtime.
- Flexible sorting to offer a cost analysis in terms of overtime spending (authorized and unauthorized) for each functional area, such as department or branch.
- A great tool to assist your supervisors and managers to control against their budgets.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 12:18:30 PM

Management - Overtime Summary
Primary Sort By: Department(s)/Employee
04/25/2008 - 07/06/2008 (14 days)

Employee	Authorized Overtime			Un-Author. Overtime			
	OT-H	OT-S	OT Hour	UST-H	UST-S	UST Hour	UST Cost
Department: 10T [Sales]							
MCMILLAN, ALICIA (1008)	4.50		4.50				\$81.50
10T [Sales] Total:	4.50	0.00	4.50	0.00	0.00	0.00	\$81.50
Department: 21D [Admin]							
SMITH, JAN (1001)	6.75		6.75	1.50		1.50	\$22.50
SMITH, PATRICIA (1002)	7.00	1.00	8.00				\$159.40
STENICH, KATHLEEN (1003)	4.00		4.00				\$81.20
21D [Admin] Total:	17.75	1.00	18.75	1.50	0.00	1.50	\$322.60
Department: 22C [Accounting]							
DALEY, KATHLEEN (1004)	13.70		13.70				\$204.30
FELIX, DEWEEN (1011)	3.00		3.00				\$45.00
WRIGHT, JOHN (1014)	4.75		4.75				\$71.25
22C [Accounting] Total:	21.45	0.00	21.45	0.00	0.00	0.00	\$320.55
Grand Totals:	23.70	1.00	24.70	1.50	0.00	1.50	\$524.95

END OF REPORT
Management - Overtime Summary

Management – Missing Time Summary Report*

- Summary of missing time based on the following categories: Grace, Tardy, Long Meal, and Early Out.
- Used for identifying which employee missed time from work, and for how long.
- Designed to identify employees with attendance performance issues.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 12:24:26 PM

Management - Missing Time Detail
Primary Sort By: Department(s)/Employee
04/25/2008 - 07/06/2008 (14 days)

Employee	Grace	Tardy	Early Departure	Long Meal
Department: 10T [Sales]				
MILLICAN, CHEYEN (1007)		4 Hr		
10T [Sales] Total:		4 Hr		
Department: 21D [Admin]				
SMITH, JAN (1001)		12 Min		
21D [Admin] Total:		12 Min		
Grand Total:		4 Hr 12 Min		

END OF REPORT
Management - Missing Time Detail

* Not supported in NOVAtime 1000

Management – Performance Analysis Report

- An excellent tool to assist management in reviewing employee performance based on attendance, by listing time missed from work.
- Define specific thresholds each time you run this report.

Your Company, Inc. **Management - Performance Analysis Report** Page 1
Report Date: 07/07/2008
Report Time: 09:41:45
Department: 1 - MGT
Employee: Filtered
06/22/2008 - 07/05/2008

Threshold Work Hours: 72
Threshold Tardy Minutes: 10
Threshold Long Meal Minutes: 10
Threshold Early Out Minutes: 40

Department: 10T [Sales]

Employee: 1004 [NORRIS, ALICIA] Policy: 1 Shift: 3 Holiday: 1 Active: ☒

Scheduled Vs. Working Hours			Missing Time		
Description	Hours	%	Description	Mins	% Cnt
Scheduled Hours	8.00	100.00	Tardy		
Working Hours	76.60	958.25	Long Meals		
Absentee Hours			Early Departures		
Over Scheduled Hours	68.60	858.25	Total Missed Time		

Department: 21D [Admin]

Employee: 1001 [SMITH, JAN] Policy: 1 Shift: 1 Holiday: 1 Active: ☒

Scheduled Vs. Working Hours			Missing Time		
Description	Hours	%	Description	Mins	% Cnt
Scheduled Hours	80.00	100.00	Tardy	12	0.25 1
Working Hours	72.75	90.93	Long Meals		
Absentee Hours			Early Departures		
Over Scheduled Hours			Total Missed Time	12	0.25

Department: 22C [Accounting]

Employee: 1006 [STEVENS, KATRINA] Policy: 1 Shift: 1 Holiday: 1 Active: ☒

Scheduled Vs. Working Hours			Missing Time		
Description	Hours	%	Description	Mins	% Cnt
Scheduled Hours	24.00	100.00	Tardy		
Working Hours	76.00	316.66	Long Meals		
Absentee Hours	18.00	66.66	Early Departures		
Over Scheduled Hours	52.00	216.66	Total Missed Time		

Employee: 1002 [DAILEY, KATRINA] Policy: 1 Shift: 1 Holiday: 1 Active: ☒

Scheduled Vs. Working Hours			Missing Time		
Description	Hours	%	Description	Mins	% Cnt
Scheduled Hours	8.00	100.00	Tardy	435	90.82 1
Working Hours	85.50	1068.75	Long Meals	15	3.12 1
Absentee Hours			Early Departures		
Over Scheduled Hours	77.50	968.75	Total Missed Time	450	93.75

Allows user to set various threshold minutes/hours.

Summary of scheduled hours vs. actual worked hours.

Breakdown by time (Hours/Minutes), percentage, and total occurrences.



Management – Monthly Staffing Report

- For each shift, the report lists actual work coverage by employee based on the days of a month.
- A great tool to manage work schedules and employee coverage to ensure proper personnel coverage for each work schedule / shift. Crucial resource for many industries, such as restaurants and nursing homes.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 09:56:09

Management - Monthly Staffing Report Detail

Page 1

Sorted by Month/Year/Shift & Employee

06/01/08 - 06/30/08

June 2008 : 00002-S1

	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot
Employee Name	01	02	03	04	05	06	07		08	09	10	11	12	13	14		15	16	17	18	19	20	21		22	23	24	25	26	27	28		29	30						
1001 [SMITH, JANE]		8.00	8.00	8.00	8.00	8.00		40.00		8.00	8.00	7.75	3.00	4.00	5.00	55.75		8.00	8.00	8.00	8.00	8.00		40.00		8.00	7.75	8.00	8.00	8.00	8.00	8.00	47.75							
Shift 002-S1 Total		8.00	8.00	8.00	8.00	8.00		40.00		8.00	8.00	7.75	3.00	4.00	5.00	55.75		8.00	8.00	8.00	8.00	8.00		40.00		8.00	7.75	8.00	8.00	8.00	8.00	8.00	47.75							

June 2008 : 00002-S2

	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tot
Employee Name	01	02	03	04	05	06	07		08	09	10	11	12	13	14		15	16	17	18	19	20	21		22	23	24	25	26	27	28		29	30	
1001 [SMITH, JANE]		1.88		1.50		0.25		3.63						5.50	0.50	6.00				0.25				0.25											
Shift 002-S2 Total		1.88		1.50		0.25		3.63						5.50	0.50	6.00				0.25				0.25											

June 2008 : 00002-S3

	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot
Employee Name	01	02	03	04	05	06	07		08	09	10	11	12	13	14		15	16	17	18	19	20	21		22	23	24	25	26	27	28		29	30						
1001 [SMITH, JANE]				2.00				2.00					5.00		5.00																									
Shift 002-S3 Total				2.00				2.00					5.00		5.00																									

June 2008 : 00003

	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tu	We	Th	Fr	Sa	Tot	Su	Mo	Tot
Employee Name	01	02	03	04	05	06	07		08	09	10	11	12	13	14		15	16	17	18	19	20	21		22	23	24	25	26	27	28		29	30	
1002 DALEY,		8.00	8.00	8.00	8.00	8.00	8.00	48.00		8.00	8.00	8.00	8.00	8.00	8.00	56.00		8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00		8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
1003 SMITH, PATRICIA		8.00	8.00	8.00	8.00	8.00	8.00	48.00		8.00	8.00	8.00	8.00	8.00	8.00	56.00		8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00		8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
Shift 00003 Total		16.00	16.00	16.00	16.00	16.00	16.00	96.00		16.00	16.00	16.00	16.00	16.00	16.00	112.00		16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00		16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	

Group by shift
differential
segment.

Management – IN/OUT Status Report

- A printed version of the IN/OUT board, sorted by date / time or employee.
- Answers the question of who is IN, who is OUT, who is on Meal Break, and who is on Vacation, etc.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 08:58:27
Time: 00:00 - 23:59

Management - In/Out Status Report by Date/Time Page 1
Sorted by Time
07/06/2008 - 07/07/2008

Time	Employee	IN	Status	OUT
07/06/2008 18:23	1011 [TERN, DEXTER]			[X]
07/07/2008 00:00	1006 [STEVENS, KATRINA]	VACA		
07/07/2008 08:15	1014 [WRIGHT, JOHN]	[X]		
07/07/2008 07:02	1001 [SMITH, JAN]	[X]		
07/07/2008 07:53	1002 [DAILEY, KATRINA]	[X]		
07/07/2008 07:54	1010 [WES, KEN]	[X]		
07/07/2008 08:05	1013 [MOONEY, NANCY]	[X]		
07/07/2008 09:21	1007 [MILLION, CHERYL]			[X]
07/07/2008 10:52	1003 [SMITH, PATRICIA]			[X]
07/07/2008 11:05	1004 [NORRIS, ALICIA]			[X]
Total Count:		6		3

END OF REPORT (Page 1)
Management - In/Out Status Report by Date/Time

Last IN / OUT even if the employee is on vacation, sick, or meal break, etc.

Total number of employees that clocked in, and total number of employees clocked out.

Last IN / OUT punch sorted by date and time. Optional listing by Employee ID or Employee name.

IN / OUT Status Report sorted by Branch, Division and Employee.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 08:58:24
Branch: 100 - 312
Division: 50 - 699

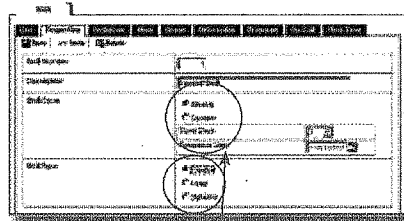
Management - In/Out Status Report by Employee Page 1
Sorted by Branch, Division & Employee
Employee: 1001 - 1099
07/06/2008 - 07/07/2008

Employee	Last Punch Time	IN	Status	OUT
Branch: 100 [Los Angeles]				
Division: 50 [Corporate Business]				
1001 [SMITH, JAN]	07/07/2008 07:02	[X]		
1002 [DAILEY, KATRINA]	07/07/2008 07:53	[X]		
1003 [SMITH, PATRICIA]	07/07/2008 10:52			[X]
1004 [NORRIS, ALICIA]	07/07/2008 11:05			[X]
1006 [STEVENS, KATRINA]	07/07/2008 00:00	VACA		
1007 [MILLION, CHERYL]	07/07/2008 08:21	[X]		
1010 [WES, KEN]	07/07/2008 07:54	[X]		
1011 [TERN, DEXTER]	07/07/2008 18:23			[X]
1013 [MOONEY, NANCY]	07/07/2008 08:05	[X]		
1014 [WRIGHT, JOHN]	07/07/2008 08:15	[X]		
Division: 50 [Corporate Business] Totals:		6		3
Branch: 100 [Los Angeles] Totals:		6		3
Total Count:		6		3

END OF REPORT (Page 1)
Management - In/Out Status Report by Employee

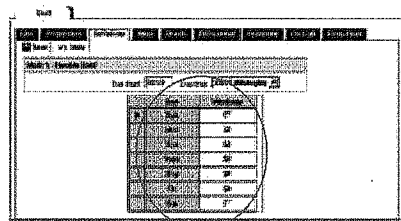
Management – Employee Schedule

- Can be scheduled by exception, day of the week (every day can be unique), or a full calendar schedule.



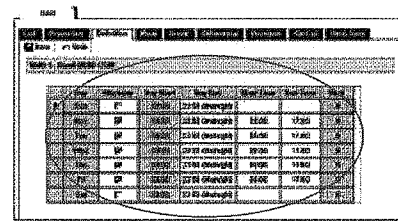
Shift types:

- Flexible
- Fixed
- Dynamic



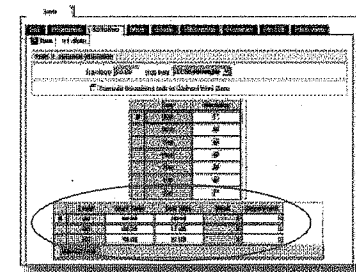
Flexible shift:

- With a weekly work cycle – define the day start and end time, and workdays (not limited to Monday through Friday).



Fixed shift:

- Defines which days are considered to be workdays (i.e. Sunday and Saturday off).
- For each workday, you may define different work hours (e.g. Monday 8am - 5pm, Tuesday 9am - 6pm).



Dynamic shift:

- User definable up to 676 (26x26) dynamic shift levels.
- System will use a combination of IN punch time reference and associated group level (i.e. dept., job, facility, etc.) to determine proper shift. Used in environments that have highly dynamic start times and varying job and/or other variables.

Shift cycles:
Weekly or any number of fixed days (i.e. 4 days on and 4 days off).

Show each employee's work schedule.

Planned absences (such as vacation) may be scheduled. (Not supported in NOVAtime 1000)

Your Company, Inc.
Report Date: 05/26/2008
Report Time: 09:51:23

Schedule - Detail Report
Sorted by Weekly & Employee
Beginning week: 05/22/2008 Sun - 05/26/2008 Sat
Ending week: 05/22/2008 Sun - 05/26/2008 Sat
Employee: Filtered

Employee	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Weekday: 05/22/2008 Sun - 05/26/2008 Sat								
1001 (SMITH, JAH) 210 (Admin)		08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes		Sched 48.00
1000 (SMITH, PATRICIA) 210 (Admin)		08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes		Sched 48.00
1004 (MORRIS, ALICIA) 221 (Production)		VACA - 1 \$0.00	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes	08:00 - 16:30 Lunch 30 minutes		Sched 32.00
1000 (STEVENS, KATRINA) 210 (Admin)		08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes		Sched 48.00
1007 (MILLON, CHERYL) 107 (Sales)		08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes	08:00 - 17:00 Lunch 60 minutes		Sched 48.00
Hours:	0.00	40.00	40.00	40.00	40.00	40.00	0.00	
Pay Amount:	\$0.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$0.00	2000.00
Head Count:	0	4	5	5	5	5	0	24
Grand Totals:	Hours: 0.00	40.00	40.00	40.00	40.00	40.00	0.00	200.00
Pay Amount:	\$0.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$0.00	\$2,000.00
Head Count:	0	4	5	5	5	5	0	24

END OF REPORT (Page 1)
Schedule - Detail Report

Subtotals of work hours, dollars, and head count provided on a daily basis.

Grand totals of hours, pay amounts (if hourly rates are available), and head counts.

Human Resource – Employee Profile Report

- List of all the personnel information recorded in the system about an employee.
- These printouts are perfect additions to your human resource employee profiles / folders.

Accepts employee photo in various formats, such as jpeg and bmp.

Up to 8 user-definable fields. In this sample, two fields are used (License # and Class), and the other user definable fields are not used.

Up to 8 user-definable groups for hours allocation and report sorting purposes. This sample shows three groups:

- Branch (G1)
- Division (G2)
- Department (G3)
- and more...

Up to 4 user-definable dates. In this sample, four dates are used Valid Thru Date, Renewed On Date, Insur. Eff. Date, and 401K Eff. Date.

Your Company, Inc.
Report Date: 07/11/2008
Report Time: 8:44:44 AM

Human Resource - Employee Profile
Sort by Employee

General Information			
Employee ID: 1001		Badge Number: 12601	
Full Name: Smith, Jan		Employee Status: A	
Personal Information			
Address Field 1: 1855 West Woodward Ave		Address Field 2: Apt. B	
State: Ca		City: Los Angeles	
Zip Code: 91204		Country: Usa	
Phone # 1: (323)555-1212		Phone # 2: (323)555-1212	
Emergency Phone: (323)555-1212		Email Address: jsmith@company.net	
SSN: [REDACTED]		Relationship: Spouse	
Contact Person: Robert Smith		Gender: F	
Marital Status: S			
Group Assignments			
Branch(G1): 100 [Los Angeles]		Division(G2): 50 [Corporate Business]	
Work Order(G4): 1 [No Work Order]		Department(G3): 21d [Admin]	
Customer(G5): 1 [No Customer]		Cost Center(G6): 100 [Overhead]	
Pay Rule Assignments			
Job Title: Administrator		Shift Number: 1 [Fixed 0800-1700Hr]	
Pay Policy: 1 [Weekly Period (weekly-G4)]		Pay Method: 1 [Hourly]	
Pay Category: 1 [Full Time]		Pay Type: 3 [Non-Exempt]	
Holiday Rule: 1 [Standard]		Charge Rate: 125.0000	
Holiday Pay Rate: 10.0000		Normal Working Hours: 8.00	
Pay Period Hours: 40.00		FTE %: 100	
Federal Exempt: 3		State Exempt: 3	
Rate/Salary Information			
Effective Date: 01/01/2008	Hourly Rate #1: \$10.00	Hourly Rate #2: \$12.00	Hourly Rate #3: \$15.00
Hourly Rate #4:	Hourly Rate #5:	Hourly Rate #6:	Hourly Rate #7:
Hourly Rate #8:	Hourly Rate #9:	Hourly Rate #10:	
Date Information			
Hire Date: 11/01/1999	Adjusted Hire Date:	Termination Date:	
Raise Date: 01/06/2008	Last Review Date: 01/04/2008	Birthdate: 10/10/1972	
Title Change Date: 02/02/2003			
Probation Information			
Under Probation?: No	Probation Start Date:	# Probation Days: 0	
Security Assignments			
Assign To: 1096 [Delgado, Sandra]	Access Group: Employee Access	Schedule Requests To: Sandyd [Sandra Delgado]	
User Defined Information			
Valid Thru: 02/02/2009	Renewed On: 01/03/2008	Insur Eff: 02/01/2009	401K Eff: 01/01/2001
License #: Ns12345	Class: A	UserField1:	UserField1:
UserField5:	UserField6:	UserField7:	UserField8:

Human Resource – Employee Listing Report

- List of all employees stored in the Employee database.
- Optional custom employee listing, personalized.
 - Select the reporting fields to be shown on this report.
 - Can be sorted and listed in any order.
 - Page breaks can be inserted for ease of report distribution.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 08:41:29
Hire Date: 07/15/1990 - 07/07/2008

Human Resource - Employee Listing
Sorted by Hire Date

Page 1

Hire Date	Employee ID	Full Name	Job Title
11/16/1998	1003	PATRICIA SMITH	Sales Representative
07/16/1999	1004	ALICIA NORRIS	Service Manager
11/01/1999	1001	JAN SMITH	Administrator
06/01/2001	1010	KEN WES	Accounts Payable
02/16/2002	1002	KATRINA DAILEY	Accounting Manager
03/16/2002	1007	CHERYL MILLION	Sales Representative
10/14/2002	1006	KATRINA STEVENS	Service Representative
07/01/2004	1011	DEXTER TERN	Service Representative
07/16/2004	1014	JOHN WRIGHT	Sales Manager

Total Count: 9

END OF REPORT (Page 1)
Human Resource - Employee Listing

Any employee fields can be used for sorting, such as Employee ID or name, Social Security Number, all dates (Hire Date, Title Change Date, etc.) and Zip Code.

Select any reporting fields to be displayed on this report, including:

- All groups (up to 8 reporting groups)
- All dates (Hire Date, Last Review Date, etc.)
- All setup information (Pay Policy, Shift, etc.)
- All personal information (Address, Phone #, etc.)
- All user defined fields and dates
- Job Title
- Job Rate
- Plus many more

Human Resource – Attendance Review Report

- Summary of attendance information for your employees. At one glance, view which days an employee is absent.
- A great tool for managing and monitoring employee attendance patterns.
- Flexibility in selecting report date range to cover employee review time frame, such as quarterly, semi-annually, and annually.



Your Company Inc.
Report Date: 07/07/2008
Report Time: 11:56:41 AM

Human Resource - Attendance Review

01/01/2008 - 06/30/2008 (182 days)

1001 [SMITH, JAN]

Employee ID	1001	Badge Number	12501
Job Title	Administrator	Pay Type	3 (Non-Exempt)
Shift Number	1 (Fixed 0600-1700/EST)	Holiday Rule	1 (Standard)

By Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
January 2008																					
February 2008																					
March 2008																					
April 2008																					
May 2008																					
June 2008																					

By Category	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
0 (WkHr)	1 8 hrs 30	19 153 hrs	25 203 hrs	25 199 hrs	25 204 hrs	25 216 hrs	2 13 hrs 45	122 996 hrs
1 (HOL)		1 8 hrs	1 8 hrs		1 8 hrs			3 24 hrs
2 (VACA)		2 16 hrs		1 8 hrs	1 8 hrs			4 32 hrs
3 (SICK)		2 16 hrs						2 16 hrs
4 (JOTY)						1 8 hrs		1 8 hrs
Long Meal +		2 -5 min	3 -10 min	2 -7 min	5 22 min	7 54 min		19 53 min
Tardy I		7 1 hr 3 min	3 20 min	2 22 min				12 1 hr 45 min
Early Out ()		1 7 min	1 5 min	1 8 min	2 53 min	5 56 min		10 2 hr 5 min

END OF REPORT

Human Resource - Attendance Review

Timesheet Summary page displays pay code activity (work, vac, etc...). NOVAtime 3000/4000

Specify any date range to cover your special review time frame, such as in this example, a semi-annual review period.

Review is based on pay code (work hours, sick, vacation, etc.) and exception codes (grace period, tardy, long meal, early out, etc.).

Workday

Sick

Tardy on a workday.

Vacation

Early arrival on a workday.

Holiday

Summary of total occurrences and durations for each pay code and exception code.

Human Resource – Employee Evaluation Report

- Simplifies the employee evaluation and seniority information gathering processes.
- Selects all employees whose evaluation dates fall within the selected reporting date range.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 10:41:27
Branch: 100 - 312
Employee: Filtered

Human Resource - Employee Evaluation Report
Sorted by Branch & Employee

Page 1

07/01/2008 - 07/31/2008

Employee	Hire Date	Evaluation Date	Seniority
Branch: 100 [Los Angeles]			
1003 [SMITH, PATRICIA]	07/16/1998 Thu	07/16/2008 Wed	10 Years
1006 [STEVENS, KATRINA]	07/14/2002 Sun	07/14/2008 Mon	6 Years
1011 [TERN, DEXTER]	07/01/2004 Thu	07/01/2008 Tue	4 Years
1027 [SAMDER, FRANK]	07/01/2002 Mon	07/01/2008 Tue	6 Years
Branch: 100 [Los Angeles] Count:			4
Total Count:			4

END OF REPORT (Page 1)

Human Resource - Employee Evaluation Report

List of all employees whose evaluation dates fall within the selected reporting date range.

Allows you to define the company-wide evaluation period.

☒ Display Rule
☒ Employee Evaluation
Within the First Year
1st evaluation: 3 months after hire date
2nd evaluation: 6 months after hire date
3rd evaluation: 12 months after hire date
After the First Year
Evaluate every 12 months.
☒ Pay Rate
☒ Miscellaneous
☒ Group Linkage

Human Resource – Employee Probation Report

- Report of all employees who are currently on probation as of the reporting date.

Your Company, Inc.

Report Date: 07/07/2008
Report Time: 2:16:37 PM

Human Resource - Employee Probation Report

Primary Sort By: Department(G3)
07/06/2008 - 07/19/2008 (14 days)

Employee ID	Hire Date	Starting Date	Ending Date	Duration
Department: 21D [Admin]				
1008 [STEVENS, KATRINA]	04/14/2008 Mon	04/20/2008 Sun	07/19/2008 Sat	90 Days
1036 [ISEREZ, DEBRA]	04/01/2008 Tue	04/25/2008 Fri	07/24/2008 Thu	90 Days
1066 [KING, TRACY]	04/15/2008 Tue	04/18/2008 Fri	07/17/2008 Thu	90 Days
21D [Admin] Total: 3				
Total Count: 3				

END OF REPORT

Human Resource - Employee Probation Report

Total number of employees on probation for each department.

List probation end date and number of days in probation.

Probation information, can be personalized for each employee: Probation (checked if applicable), Start Date, and Duration Days.

Employee Information Form

Employee ID: 1008, Department: 21D, Hire Date: 04/14/2008, Probation: 90 Days

Probation Information:

Probation	Start Date	Duration
☒	04/20/2008	90 Days

Labor Costing / Tracking – Summary Report & Work Order Listing

- Lists the labor costs based on Group-level group 5 (G5) such as in this example, "Work Order". Whatever you name group-level 5 in System Setup is what you will see on this report.
- Perfect statement to determine labor costs for an order.
- Generates details representing all work orders and their associated steps / procedures.

Your Company, Inc.
Report Date: 07/11/2008
Report Time: 7:22:56 AM

Labor Costing - Summary Report
Primary Sort By: Work Order (G4); Employee
06/22/2008 - 07/05/2008 (14 days)

Employee	Reg. Hrs	OT-1	OT-2	Total Hrs	Reg. Pay	OT1 Pay	OT2 Pay	Total Pay
Work Order: 100 [Case Display AG-100T]								
DAILEY, KATRINA [1002]	8.00	3.75		11.75	\$80.25	\$57.38		\$137.63
TERN, DEXTER [1011]	13.08			13.08	\$130.83			\$130.83
WES, KEN [1010]	8.00			8.00	\$80.00			\$80.00
100 [Case Display AG-100T] Total:	29.08	3.75	0.00	32.83	\$291.08	\$57.38	\$0.00	\$348.46
Work Order: 101 [Case Display - Custom AG-101]								
DAILEY, KATRINA [1002]	8.73			8.73	\$87.33			\$87.33
TERN, DEXTER [1011]	6.73			6.73	\$67.33			\$67.33
WES, KEN [1010]	8.58			8.58	\$85.83			\$85.83
101 [Case Display - Custom AG-101] Total:	24.05	0.00	0.00	24.05	\$240.50	\$0.00	\$0.00	\$240.50
Work Order: 102 [Case Display AG-102]								
DAILEY, KATRINA [1002]	5.97			5.97	\$59.67			\$59.67
TERN, DEXTER [1011]	9.68			9.68	\$96.83			\$96.83
WES, KEN [1010]	18.03			18.03	\$180.33			\$180.33
102 [Case Display AG-102] Total:	33.68	0.00	0.00	33.68	\$336.83	\$0.00	\$0.00	\$336.83
Grand Totals:	86.82	3.75	0.00	90.57	\$868.41	\$57.38	\$0.00	\$925.79

END OF REPORT
Labor Costing - Summary Report

Sort by employee
for each work
order (G5).

Work order
totals.

Your Company, Inc. Job Cost/Labor Tracking - Work Order Detail Form Page 1
Report Date: 07/15/2008 Report Time: 10:30:00 Work Order: AG-100 - AG-112

Work Order: 200 PRODUCTION Customer #: 1000
1000 [SHAFER MANUFACTURING]

Scheduled Start: 06/23/2008 Actual Start: 06/23/2008
Completed: 07/03/2008 Completed: 07/02/2008
Billable Hrs: 35.00 Labor Hrs: 30.00
Chg. Rate: \$25.00 Labor Pay: \$800.00

☐ Validate Work Order Details?

AG-100 (CASE DISPLAY 16)	01 (SWEEPING)	10 (AUTOMATED D-PRESS)	100-A16 (CORRUGATED)
Quantity? Hourly	Unit Cnt: 10.00	Unit Caption: Cleaner	Emp. Rate: \$ 15.00 Charge Rate:
AG-108 (CASE DISPLAY 26)	02 (SETUP)	11 (D-PRESS #2)	100-A18 (10" X 14" OVAL)
Quantity? Hourly	Unit Cnt: 10.00	Unit Caption: Setup	Emp. Rate: \$ 15.00 Charge Rate:
AG-112 (CASE DISPLAY -	03 (CLEANUP)	20 (MANUAL MILL #1)	100-A25 (6" X 6" 30ML)
Quantity? Hourly	Unit Cnt: 10.00	Unit Caption: Cleaner	Emp. Rate: \$ 15.00 Charge Rate:

END OF WORK ORDER: 200 FOR CUSTOMER #: 1000. Total Job Count: 3

Group Setup - Work Order Listing
Sort by Work Order
Work Order Filter

Work Order	Group Description	Bar Code (See Details)
1000	Case Display	[Barcode]
1001	Case Display	[Barcode]
1002	Case Display	[Barcode]
1003	Case Display	[Barcode]
1004	Case Display	[Barcode]
1005	Case Display	[Barcode]
1006	Case Display	[Barcode]
1007	Case Display	[Barcode]
1008	Case Display	[Barcode]
1009	Case Display	[Barcode]
1010	Case Display	[Barcode]
1011	Case Display	[Barcode]
1012	Case Display	[Barcode]
1013	Case Display	[Barcode]
1014	Case Display	[Barcode]
1015	Case Display	[Barcode]
1016	Case Display	[Barcode]
1017	Case Display	[Barcode]
1018	Case Display	[Barcode]
1019	Case Display	[Barcode]
1020	Case Display	[Barcode]

Bar code printing
is optional.

Labor Costing / Tracking – Condensed Summary Report

- Lists the labor costing information for each customer's work orders (G5).
- Determines labor costs for a customer's completed or partial orders.
- Summary Report is an ideal tool for updating hours quoted and amounts billed to customers.
- The Condensed Summary Report is designed for a quick review, accounting for hours and wages for each work order.

Your Company, Inc.
Report Date: 07/11/2008
Report Time: 8:50:07 AM

Labor Costing - Summary Report
Primary Sort By: Customer(G5); Work Order(G4)
06/22/2008 - 07/09/2008 (14 days)

Work Order (G4)	Reg. Hrs	OT-1	OT-2	Total Hrs	Reg. Pay	OT1 Pay	OT2 Pay	Total Pay
Customer: 101 [Shaffer Manufacturing]								
100 [Case Display AG-100T]	8.00			8.00	\$80.00			\$80.00
101 [Case Display - Custom AG-101T]	8.09			8.09	\$80.83			\$80.83
101 [Shaffer Manufacturing] Total:	16.09	0.00	0.00	16.09	\$160.83	\$0.00	\$0.00	\$160.83
Customer: 102 [Barry Avenue Metal Works]								
102 [Case Display AG-102]	8.00			8.00	\$80.00			\$80.00
109 [Case Display DR-109CD]	8.00			8.00	\$80.00			\$80.00
102 [Barry Avenue Metal Works] Total:	16.00	0.00	0.00	16.00	\$160.00	\$0.00	\$0.00	\$160.00
Customer: 103 [Advanced Paper Company]								
103 [Cargo Container R-108C]	8.00	0.00		11.00	\$80.00	\$45.90		\$125.90
108 [Double Insulated Cargo AG-126D]	6.62			6.62	\$66.17			\$66.17
103 [Advanced Paper Company] Total:	14.62	0.00	0.00	17.62	\$146.17	\$45.90	\$0.00	\$192.07
Customer: 104 [Nelson Fabricated Steel]								
102 [Case Display AG-102]	10.03			10.03	\$100.33			\$100.33
109 [Case Display DR-109CD]	8.00			8.00	\$80.00			\$80.00
104 [Nelson Fabricated Steel] Total:	18.03	0.00	0.00	18.03	\$180.33	\$0.00	\$0.00	\$180.33
Grand Totals:	62.73	0.00	0.00	62.73	\$652.33	\$45.90	\$0.00	\$698.23

END OF REPORT

Labor Costing - Summary Report

Information for
each customer's
work order.

Employee hours
and dollars for
each work order.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 3:28:53 PM

Labor Costing - Condensed Summary Report
Primary Sort By: Work Order(G5); Employee
06/22/2008 - 07/09/2008 (14 days)

Employee	Reg. Hrs	OT-1	OT-2	Total Hrs	Reg. Pay	OT1 Pay	OT2 Pay	Total Pay
Work Order: 100 [Case Display AG-100T]								
DANLEY, KATHARINA [1000]	8.00	0.00		11.75	\$80.00	\$37.50		\$117.50
TEPPL, DENTON [1001]	13.00			13.00	\$130.00			\$130.00
WEBB, ARN [1002]	8.00			8.00	\$80.00			\$80.00
100 [Case Display AG-100T] Total:	29.00	0.00	0.00	29.00	\$290.00	\$37.50	\$0.00	\$327.50
Work Order: 101 [Case Display - Custom]								
DANLEY, KATHARINA [1003]	8.75			8.75	\$87.50			\$87.50
SANTH, PATRICIA [1004]	72.00	0.00	0.00	85.83	\$720.00	\$112.80	\$20.00	\$852.80
TEPPL, DENTON [1005]	80.00	0.00		84.00	\$800.00	\$40.00		\$840.00
WEBB, ARN [1006]	6.75			6.75	\$67.50			\$67.50
WEBB, ARN [1007]	8.00			8.00	\$80.00			\$80.00
101 [Case Display - Custom AG-101T] Total:	175.50	0.00	0.00	188.53	\$1755.00	\$172.80	\$20.00	\$1947.80
Work Order: 102 [Case Display AG-102]								
DANLEY, KATHARINA [1008]	8.00			8.00	\$80.00			\$80.00
TEPPL, DENTON [1009]	8.00			8.00	\$80.00			\$80.00
WEBB, ARN [1010]	10.00			10.00	\$100.00			\$100.00
102 [Case Display AG-102] Total:	26.00	0.00	0.00	26.00	\$260.00	\$0.00	\$0.00	\$260.00
Work Order: 109 [Case Display DR-109CD]								
NELSON, CHERYL [1011]	10.00			10.00	\$100.00			\$100.00
SCHNEIDER, ALEXIA [1012]	18.00	0.00		18.00	\$180.00			\$180.00
SANTH, PATRICIA [1013]	32.00			32.00	\$320.00			\$320.00
TEPPL, DENTON [1014]	10.00			10.00	\$100.00			\$100.00
109 [Case Display DR-109CD] Total:	70.00	0.00	0.00	70.00	\$700.00	\$0.00	\$0.00	\$700.00
Grand Totals:	204.50	0.00	0.00	204.50	\$2040.00	\$172.80	\$20.00	\$2232.80

END OF REPORT

Labor Costing - Summary Report

Labor Costing / Tracking – Labor Distribution Report

- Report determines labor costs for each cost center.
- A must-have summary for management. Typically acts as a daily profit and loss (P&L) statement, commonly used in the Hospitality Industry, as well as others.

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 08:18:30
Cost Center: Filtered
Employee: Filtered
06/22/2008 - 07/05/2008

Labor Costing - Labor Distribution Report
Sorted by Cost Center, Employee & Department

Page 1

Department	Pay Code	Reg Hours	OT-1	OT-2	Total Hours	Regular Pay Rate	Regular Pay	OT-1 Pay	OT-2 Pay	Earnings	Deductions	Total Pay
Cost Center: 100 [Overhead]												
1010 [WES, KEN]												
Policy: 1 Shift: 1 Holiday: 1 Active: ☒												
22E [Assembly]		0.88			0.88	\$ 10.00	\$ 8.83					\$ 8.83
22I [Production]		27.95			27.95	\$ 10.00	\$ 279.49					\$ 279.49
Employee: 1010 [WES, KEN] Totals:		28.83	0.00	0.00	28.83		\$ 288.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 288.33
1011 [TERN, DEXTER]												
Policy: 1 Shift: 1 Holiday: 1 Active: ☒												
21D [Admin]		4.91			4.91	\$ 10.00	\$ 49.16					\$ 49.16
22E [Assembly]		16.25			16.25	\$ 10.00	\$ 162.49					\$ 162.49
32A [Processing]		1.26			1.26	\$ 10.00	\$ 12.66					\$ 12.66
Employee: 1011 [TERN, DEXTER] Totals:		22.43	0.00	0.00	22.43		\$ 224.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 224.33
Cost Center: 100 [Overhead] Totals:		51.26	0.00	0.00	51.26		\$ 512.66	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 512.66
Grand Totals:		51.26	0.00	0.00	51.26		\$ 512.66	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 512.66

END OF REPORT (Page 1)
Labor Costing - Labor Distribution Report

Department summary information.

Cost center total.

Industry Specific Custom Reports

- Personalize criteria to match reporting requirements.
- Report template can be customized for specific industry requirements.
- Report can be customized by inserting the institution's official seal or company logo. The example displayed here is a state-approved report, used by a state court justice each month to send time and attendance data to their payroll system.

This state-approved report is used by a state court justice each month to send time and attendance data to their payroll system. The institution's official seal or company logo can also be included.

Each grid represents one week of data, with up to six weeks per month. The box at the bottom of the report displays accrual balances for Comp-time, Vacation, Sick and Holiday.

AOC - 5
Rev. 10 - 91

Your Company Name
Court of Justice

Branch: 100 (Los Angeles)
Division: 50 (Corporate Business)
Employee: 1001 (SMITH, JANE)

TIME AND ATTENDANCE REPORT

Family Court

06/22/2006 - 07/06/2006

Months of service: 0

Reporting month: June - 2006

Work Week # 1	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	1	2	3	4	5	6	7	
WORK HOURS								0.00
VACATION								0.00
SICK LEAVE								0.00
COMP TIME								0.00
OTHER PAYCODES								0.00
Total Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

Work Week # 2	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	8	9	10	11	12	13	14	
WORK HOURS								0.00
VACATION								0.00
SICK LEAVE								0.00
COMP TIME								0.00
OTHER PAYCODES								0.00
Total Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

Work Week # 3	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	15	16	17	18	19	20	21	
WORK HOURS								0.00
VACATION								0.00
SICK LEAVE								0.00
COMP TIME								0.00
OTHER PAYCODES								0.00
Total Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

LEAVE BALANCES	COMP.	ANNUAL	SICK	HOLIDAY
Beginning Balance (6/1/2006)	0.00	0.00	0.00	0.00
New Leave Earned	0.00	10.00	0.00	0.00
Sub Total	0.00	10.00	0.00	0.00
Subsequent Leave Used	0.00	0.00	0.00	0.00
Ending Balance (6/22/2006)	0.00	10.00	0.00	0.00

Work Week # 4	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	22	23	24	25	26	27	28	
WORK HOURS		8.00	8.00	7.75	8.00	8.00	8.00	48.75
VACATION								0.00
SICK LEAVE								0.00
COMP TIME								0.00
OTHER PAYCODES								0.00
Total Hours:	0.00	8.00	8.00	7.75	8.00	8.00	8.00	48.75

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

Work Week # 5	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	29	30	1	2	3	4	5	
WORK HOURS			6.00	8.00	8.00			24.00
VACATION								0.00
SICK LEAVE			8.00					8.00
COMP TIME								0.00
OTHER PAYCODES					11.00			11.00
Total Hours:	0.00	0.00	0.00	8.00	8.00	0.00	0.00	40.00

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

Work Week # 6	SU	MO	TU	WE	TH	FR	SA	Total
Day of Month	6	7	8	9	10	11	12	
WORK HOURS								0.00
VACATION								0.00
SICK LEAVE								0.00
COMP TIME								0.00
OTHER PAYCODES								0.00
Total Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Comp-Time Calculations:
A. Hrs. @ _____ = _____
B. Hrs. @ _____ = _____
Total Comp. Earned: _____
Holiday Hrs. Worked: _____

Employee

Supervisor

Weekly Timesheet Reports

- Report currently in use by a major university. Prints one week per page (per employee).

Each row represents a single day of the week, while each column represents a different pay code.

User can specify up to 18 pay codes to print. It subtotals hours by rows & columns.

Report Date: 07/07/2008
Report Time: 12:48:35

Branch: 100 - 312
Division: 50 - 500

Branch: 100 [Los Angeles]
Division: 50 [Corporate Business]
Employee: 1001 [SMITH, JAN]
Policy: 1 SWK: 1 Holiday: 1 Active: ☒ Scheduled Hours: 40.00

Your Company, Inc.
Physical Plant Timesheet

Week Ending: 08/28/2008

Paying Account: _____
Employee: Filtered

Date	WK	ST	AL	EL	SP	HL	JD	ML	EL	WC	SW	LW	CS	WO	WS	PL	PL	Total Hrs
08/22/2008 Sun																		0.00
08/23/2008 Mon									8.00									8.00
08/24/2008 Tue									8.00									8.00
08/25/2008 Wed									7.75									7.75
08/26/2008 Thu									8.00									8.00
08/27/2008 Fri									8.00									8.00
08/28/2008 Sat									8.00									8.00
TOTAL THIS WEEK									48.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.75

I CERTIFY THE ABOVE INFORMATION TO BE CORRECT

EMPLOYEE X _____ SUPERVISOR X _____



Bi-Weekly Timesheet Report

- The sample report below is state-approved and used by a state court system to send time and attendance data to their payroll system on a bi-weekly basis.

Personalize with
the institution's
official seal or
company logo.

EMPLOYEE ATTENDANCE REPORT		Name of employee (last, first, middle)	
State Form 48781 (2-08) A-4A		SMITH, JAN	
Approved by State Board of Accounts 1008		Employee number	
		1001	
		Classification Title	
		Agency / Division / Section / Unit	
		Account	
		Bi-weekly pay period	
		Sunday, June 22, 2008 through Saturday, July 5, 2008	

INSTRUCTIONS																
1. This form must be completed by each employee and approved by the immediate supervisor (except where use of an alternate attendance report has been approved by the State Board of Accounts).																
2. Enter number of hours rounded to the nearest quarter hour (15 minutes = .25, 30 minutes = .50, 45 minutes = .75, 60 minutes = 1.00)																
3. On the day that holidays are observed, enter in the Holiday box the number of hours you would normally have been scheduled to work. If you worked the holiday, also enter in the Other Compensable Hours worked box, all hours actually worked.																
4. All overtime must be pre-approved. For payable overtime, you will only be paid the overtime if total hours for the week meet overtime requirements.																
5. Working hours in excess of the minimum required does not entitle an overtime exempt employee to overtime pay or compensatory time off unless special authorization has been received for this pay period. Special overtime pay authorization should be explained in the comments section. Compensatory time accrued or used by exempt employees should also be recorded on the Compensatory Time Worksheet.																
6. If an absence is covered by the Family and Medical Leave Policy, enter the hours of absence in the appropriate Paid or Unpaid Leave box AND in the Family and Medical Leave box.																
7. Total regular hours should equal regular bi-weekly schedule (for example 75.00). This includes regular hours worked, holiday pay, vacation, sick, personal, compensatory and other leave hours.																

TIME ENTRY																				
DESCRIPTION	S	M	T	W	T	F	S	S	M	T	W	T	F	S	TOTAL HOURS					
Regular Hrs		8.00	7.75	8.00	8.00	8.00	8.00			8.00	8.00	8.00			71.75					
OT Comp Leave Earned																				
OT Payable Hours										2.48	2.00				4.48					
Vacation Hours																				
Sick Leave									8.00						8.00					
Personal Leave																				
Comp Leave Used																				
Funeral Leave																				
Military Leave																				
Jury Duty																				
Leave w/o Pay																				
Other Leave																				
Family/Medical Leave																				
Holiday													8.00		8.00					
Total Regular Hours															92.23					
Overtime Summary to be completed by payroll clerk																				
Week 1: Regular Overtime 0.00 Premium Overtime 0.00 Week 2: Reg Overtime 4.48 Prem Overtime 0.00																				
Total compensatory Hours Accrued This Pay Period: Regular + (Premium x 1.5) =																				
Total Other Hours Payable This Pay Period: Regular + (Premium x 1.5) =																				
Conversion of Regular 7.5 Hour Days to Total Hours																				
Days	10.0	9.5	9.0	8.5	8.0	7.5	7.0	6.5	6.0	5.5	5.0	4.5	4.0	3.5	3.0	2.5	2.0	1.5	1.0	0.5
Hours	75.00	71.25	67.50	63.75	60.00	56.25	52.50	48.75	45.00	41.25	37.50	33.75	30.00	26.25	22.50	18.75	15.00	11.25	7.50	3.75
Comments																				
I certify this report is correct																				
Signature of employee (claimant)										Date signed					Approved by:					Date signed

WORKFORCE MANAGEMENT SOLUTIONS



Experience and Expertise You Can Trust

NOVAtime has the experience and expertise you can trust when selecting a workforce management solution. With over ten years of experience implementing thousands of systems, we are a proven leader in the industry. Our Professional Services team understands the unique challenges of today's businesses, and this experience and expertise will help you overcome the critical issues that drive up the cost of doing business. With a wide variety of ownership, hardware, and software options, our sales team has the flexibility to provide a solution that is tailored to your business. This experience and expertise, combined with our 'service-first' approach, ensures that your company gets the right solution that is scalable and will continue to meet your business requirements into the future.

Benefit Accruals / Comp-Time Banking – Balance Report

- Great addition to your standard review package for supervisors and managers to assist them managing employee attendance behavior.
- Summary of total available accrual / comp-time hours by pay code for each employee.
- Report of total available accrual / comp-time hours by employee for each applicable pay code.

Year Company, Inc.
 Report Date: 07/07/2008
 Report Time: 3:20:22 PM

Accrual - Balance Report
 01/01/2008 - 07/06/2008 (pri days)

Employee	Paycode	Last Post Date	Accrual Code	Last Post Type	Available Hours
1001 [SMITH, JANE]	2[VACA]	07/06/2008	1	S	48.82
	3[SICK]	06/06/2008	2	T	00.00
	4[COMP]	05/07/2007	3	U	-0.00
1002 [DALEY, KATRINA]	2[VACA]	07/06/2008	1	S	105.25
	3[SICK]	01/01/2008	2	S	00.00
1003 [SMITH, PATRICIA]	2[VACA]	07/06/2008	1	S	125.14
	3[SICK]	07/01/2008	2	T	72.00
1004 [MORFEE, ALICIA]	2[VACA]	07/06/2008	1	S	84.00
	3[SICK]	06/01/2008	2	S	00.00
1006 [STEVENS, KATRINA]	2[VACA]	07/07/2008	1	T	65.01
	3[SICK]	01/01/2008	2	S	00.00
1007 [MULLION, CHERYL]	2[VACA]	07/06/2008	1	S	90.01
	3[SICK]	03/18/2008	2	S	120.00
1010 [PARR, KEN]	2[VACA]	07/06/2008	1	S	121.01
	3[SICK]	06/01/2008	2	S	120.00
1011 [TERRY, DENTON]	2[VACA]	07/06/2008	1	S	124.79
	3[SICK]	07/01/2008	2	S	120.00
1013 [MCCOY, NANCY]	2[VACA]	07/06/2008	1	S	62.81
	3[SICK]	01/01/2008	2	S	00.00
1014 [MURPHY, JOHN]	2[VACA]	07/06/2008	1	S	88.94
	3[SICK]	01/01/2008	2	S	00.00

END OF REPORT
 Accrual - Balance Report

Summary by
 pay code for
 each employee.

Total available hours
 by pay code for each
 employee.

Summary of total
 available hours
 by employee for
 each pay code.

Year Company, Inc.
 Report Date: 07/07/2008
 Report Time: 3:20:30 PM

Accrual - Balance Report
 01/01/2008 - 07/06/2008 (pri days)

Paycode	Employee	Last Post Date	Accrual Code	Last Post Type	Available Hours
2[VACA]	1001 [SMITH, JANE]	07/06/2008	1	S	48.82
	1002 [DALEY, KATRINA]	07/06/2008	1	S	105.25
	1003 [SMITH, PATRICIA]	07/06/2008	1	S	125.14
	1004 [MORFEE, ALICIA]	07/06/2008	1	S	84.00
	1006 [STEVENS, KATRINA]	07/07/2008	1	T	65.01
	1007 [MULLION, CHERYL]	07/06/2008	1	S	90.01
	1010 [PARR, KEN]	07/06/2008	1	S	121.01
	1011 [TERRY, DENTON]	07/06/2008	1	S	124.79
	1013 [MCCOY, NANCY]	07/06/2008	1	S	62.81
	1014 [MURPHY, JOHN]	07/06/2008	1	S	88.94
3[SICK]	1001 [SMITH, JANE]	06/06/2008	2	T	00.00
	1002 [DALEY, KATRINA]	01/01/2008	2	S	00.00
	1003 [SMITH, PATRICIA]	07/01/2008	2	T	72.00
	1004 [MORFEE, ALICIA]	06/01/2008	2	S	00.00
	1006 [STEVENS, KATRINA]	01/01/2008	2	S	00.00
	1007 [MULLION, CHERYL]	03/18/2008	2	S	120.00
	1010 [PARR, KEN]	06/01/2008	2	S	120.00
	1011 [TERRY, DENTON]	07/01/2008	2	S	120.00
	1013 [MCCOY, NANCY]	01/01/2008	2	S	00.00
	1014 [MURPHY, JOHN]	01/01/2008	2	S	00.00
4[COMP]	1001 [SMITH, JANE]	05/07/2007	3	U	-0.00

END OF REPORT
 Accrual - Balance Report

NOVAtime Point System

"We want a scoring system to measure how well our employees are performing their job duties. Does NOVAtime have that?"

"Can this system reward our employees who are always on time, with a bonus check for each quarter of perfect attendance?"

The NOVAtime Point System Module tracks employee attendance, assigns merits and demerits, and automatically generates Word documents for written warnings, suspension letters, etc. Now employers have a cost effective means of awarding dedicated employees for proper attendance and disciplining those that do not abide by company policy.

NOVA

100

NOVAtime Point System – Posting Detail Report

• Report generates details of posting activities (occurrences and point balance) of all point-events.

Beautiful looking configuration reports provide complete and accurate information that is very readable.

Page 1

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 12:15:00

Point System - Setup Report

Sorted by Point Rule

Point Rule #: 1 [Absence / Tardy Point Rule]

Last Changed: 07/03/2008 10:01
Changed by: NOVATIME

General	Apply To These Pay Categories	Miscellaneous
FULL TIME PART TIME		☐ Allow negative point balance (Do monthly expire in 1 month(s))
		After 30 days of Perfect Attendance, deduct 0.50 point(s).
		If Hours are being tracked, deduct 0 hour(s).
		☒ Award for Perfect Attendance: \$ 25.00 Paycode: 12 Earning
		☒ Reset Bonusess Annually: 01/01/2008 Reset Pay Award Cr: 01/01/2008
		For small balance, pay \$ 10 per point.
		P.A. Money Award: \$500 Paycode: 12 Earning
		☒ Perfection Employees Minimum Points Allowed: 5 point(s)

Computation	Point Code	Notes
"Award"		For each occurrence - issue 0.50 point(s).
"Tardy"		Within the first 5 minute(s) - issue 0.25 point(s). After that issue 0.50 point(s).

Scoring	Type	Level	# of	Validated	Rating	Due Date and Path
	Points	1	3.00	0.00	First Warning	07/01/08
		2	6.00	0.00	Second Warning	08/01/08
		3	9.00	0.00	Termination	09/01/08

Page 1

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 10:45:40
Division: 00 - 000
Employee: Filtered

Point System - Perfect Attendance Status Report

Sorted by Division, Employee & Point Rule

As of Date: 07/07/2008

Employee	Point Rule	Target Amount	Accumulated Amount	Status
Division: 00 (Corporate Employees)				
1001 SMITH, JANE	1 [Absence / Tardy Point Rule]	30 Days	12 Days	06/26/2008
1002 DAILEY, KATRINA	1 [Absence / Tardy Point Rule]	30 Days	13 Days	06/26/2008
1003 SMITH, PATRICIA	1 [Absence / Tardy Point Rule]	30 Days	1 Days	07/07/2008
1004 NORMAN, ALICIA	1 [Absence / Tardy Point Rule]	30 Days	26 Days	06/03/2008
1005 STEVENS, KATRINA	1 [Absence / Tardy Point Rule]	30 Days	1 Days	07/07/2008
1007 MILLER, CHESTER	1 [Absence / Tardy Point Rule]	30 Days	7 Days	07/01/2008
1008 WRIGHT, MARY	1 [Absence / Tardy Point Rule]	30 Days	1 Days	07/07/2008
1011 TERN, DEXTER	1 [Absence / Tardy Point Rule]	30 Days	0 Days	07/06/2008
1012 MOCHLEY, NANCY	1 [Absence / Tardy Point Rule]	30 Days	1 Days	07/07/2008
1014 WRIGHT, JANE	1 [Absence / Tardy Point Rule]	30 Days	24 Days	06/14/2008

Employers can forecast when employees will reach Perfect Attendance with the P/A status Report. This report is popular among employees who receive a Perfect Attendance bonus.

Tap into the POWER of the NOVAtime Report Generator and run Point System Reports by choosing sort options and providing point balances by employee.

Page 1

Your Company, Inc.
Report Date: 07/07/2008
Report Time: 7:38:50 PM

Point System - Balance Report By Employee

Primary Sort By: Employee Point Code
07/07/2008 - 07/07/2008 (244 days)

Employee	Point Code	Point Rule	Ending	Posting Type	Point Balance
DAILEY, KATRINA (1002)	EX-TOY [Tardy]	1	06/24/2008	\$	0.50
MILLER, CHESTER (1007)	EX-TOY [Tardy]	1	06/26/2008	\$	1.00
MOCHLEY, NANCY (1012)	EX-ABS [Absence]	1	07/06/2008	\$	2.50
NORMAN, ALICIA (1004)	PA [Perfect Attendance]	1	06/03/2008	\$	0.00
SMITH, JANE (1001)	EX-ABS [Absence]	1	07/16/2008	\$	2.40
SMITH, PATRICIA (1003)	EX-ABS [Absence]	1	07/06/2008	\$	1.50
STEVENS, KATRINA (1005)	EX-ABS [Absence]	1	07/06/2008	\$	1.50
TERN, DEXTER (1011)	EX-ABS [Absence]	1	07/06/2008	\$	2.50
WRIGHT, JANE (1014)	EX-ABS [Absence]	1	07/06/2008	\$	3.50
WRIGHT, JANE (1014)	EX-TOY [Tardy]	1	06/14/2008	\$	1.50

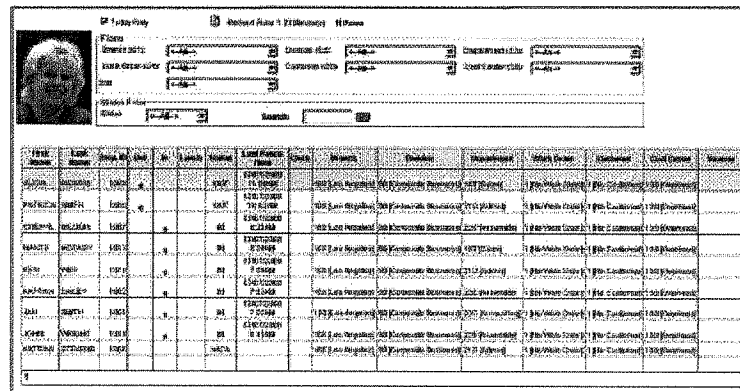
END OF REPORT
Point System - Balance Report By Employee

IN/OUT Board

"Can NOVAtime tell me who is IN/OUT, who is on meal break, and who is on vacation?"

YES. The IN/OUT Board Module is a powerful and valuable tool to instantly find out which employees are currently clocked IN or OUT, or even on Vacation. This IN/OUT Board is easy to use and can be viewed in many combinations. Managers, Receptionists, and Security personnel can instantly obtain the information needed with just a few keystrokes. When used with our "push" technology time clocks, your staff will be able to have real time information at their fingertips.

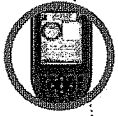
This is a great tool to monitor staff availability.



Emp ID	Emp Name	Status	Last Punch Time	Division	Department	Shift	Meal Break	Vacation	Sick	Other
1001	John Doe	In	10:00 AM	HR	HR	Day				
1002	Jane Smith	Out	11:00 AM	HR	HR	Day				
1003	Mike Johnson	Sick	12:00 PM	HR	HR	Day				
1004	Sarah Lee	Vacation	1:00 PM	HR	HR	Day				
1005	David Brown	In	2:00 PM	HR	HR	Day				
1006	Emily White	Out	3:00 PM	HR	HR	Day				
1007	Robert Green	In	4:00 PM	HR	HR	Day				
1008	Lisa Black	Out	5:00 PM	HR	HR	Day				
1009	James Gray	In	6:00 PM	HR	HR	Day				
1010	Maria King	Out	7:00 PM	HR	HR	Day				

Main Features

- User definable refresh rate to update the IN/OUT Board status automatically.
- Can be viewed by Employee ID, Employee Name, and Status (i.e. In, Out, Sick, Vacation, etc).
- Comes with comprehensive screen displays that allows you to view by Employee ID, Name, Last Punch Time, Status (i.e. In, Out, Sick, Vacation, etc), as well as various employee Groups (i.e. Division, Department).



Employee Web Services (EWS)

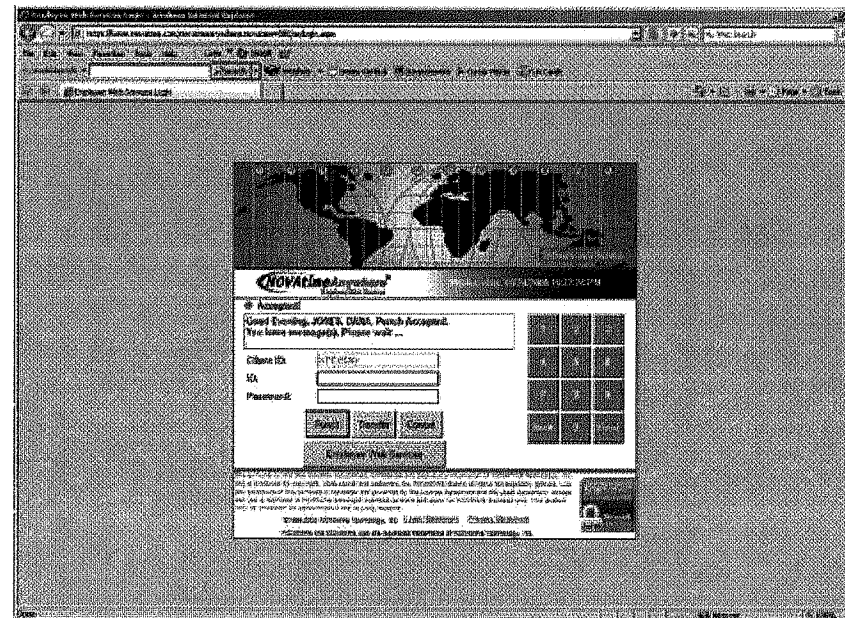
Web Browser-based Technology

QUESTION: "Our company has some remote locations that need to clock in/out without using a time clock. Is there a way to clock in at the PC and then transfer the data to headquarters for processing?"

ANSWER: NOVAtime's Employee Web Services (EWS) offers companies the ability to allow employees to punch In/Out and perform group-level transfers (Dept, Job, etc...) using their computer. Employees can also be restricted to selected IP Addresses, so EWS use outside the company can be controlled or eliminated as needed.

QUESTION: "We have multiple locations and computers. Do we have to install and maintain a program on each computer?"

ANSWER: No. Employee Web Services (EWS) uses the computer's Internet browser to access the program and therefore no program needs to be installed on any computer running EWS. A PDA version of the EWS is available to run on your telephone web browser.



Main Features

- In/Out and Group Level Transfers. (Dept, Job, etc...)
- Review and submit pay period timesheet with acceptance agreement message.
- Review benefit accrual balances and history.
- Review attendance point balances and history.
- Request time off.
- Submit expenses.

Employee Web Services (EWS) – Offline

- Web based feature that is great for mobile employees who do not have wireless ISP connections
- Allows employees to punch In/Out/Transfer when the NOVAtimeAnywhere connection is not available. This is ideal for cases where employees use a laptop computer without wireless access or direct access to the Internet.
- When the Offline Module starts, it will seek a current connection to TimeAnywhere Employee Web Services. If no connection is available, it will load the offline browser and punches/transfers will be stored on the local hard drive. When a connection is available and the program is started, the program will automatically send any locally stored transactions (when the system was offline) to the system database, and bring up the online Employee Web Services.

Start the NOVAtime EWS program and it will automatically start "offline," if no connection is available.

When offline, the color of the world map on the Offline Employee Web Services login screen is in black and white, instead of blue and white.



NOVAtimeAnywhere®
Employee Web Services

Monday, 07/07/2008
4:42:31 PM

● Ready...

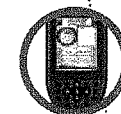
Employee ID:

Punch Transfer Cancel

1 2 3
4 5 6
7 8 9
Back 0 Enter

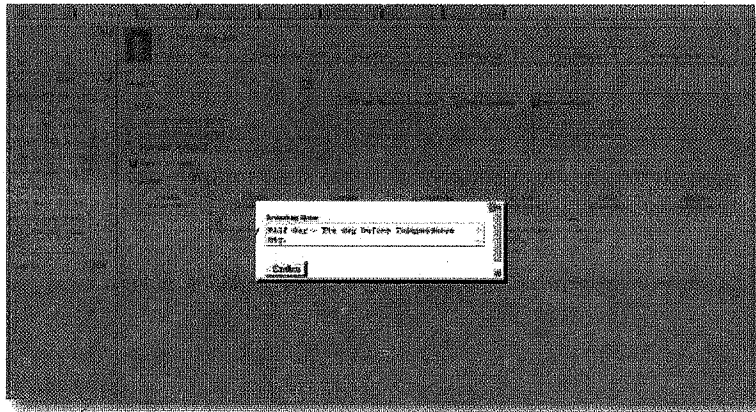
NOVAtime
3000 Enterprise

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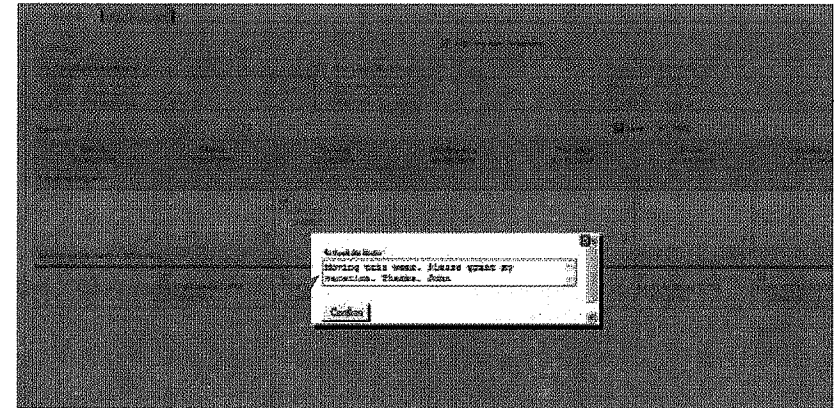


Scheduler Notes

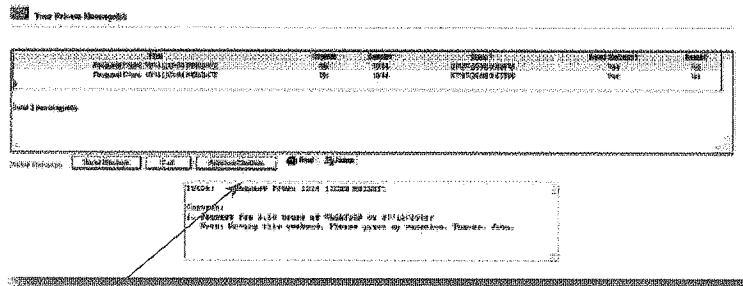
- Great tool for facilitating two-way communications between supervisors and employees for work schedules, time off requests, etc. A supervisor can approve or decline a time off request and associate a note for their action



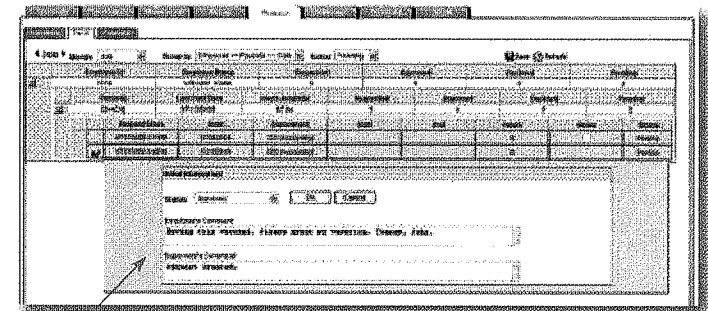
A supervisor can add a note to the work schedule.



An employee can add a note to their time off request.



When a supervisor logs in, the Messenger will appear alerting that an employee has requested time off.



A supervisor can approve or decline a time off request and associate a note with their action.

Timesheet Notes

- Timesheet Notes: Designed to capture free-form entry of information that explains a particular timesheet record.

The note envelope will be in the notes field to let the employee know that there is a note for that timesheet record.

Pay Period: 06/22/2008 (Sun)-07/05/2008 (Sat) Timesheet Status: OPEN

Employee: 1001 SMITH, JAM

Department: 210 Pay Policy: 1 Shift Number: 1 Pay Category: 1 Holiday Rule: 1

Date	Pay Code	In	Out	Reg	OT-1	OT-2	Daily Hours	Shift Exp	Notes
Mon 06/23/2008	00W0-R	8:00	12:00	8.00	0.00	0.00	8.00	00001%AG	
Tue 06/24/2008	00W0-R	8:05	12:04	8.00	0.00	0.00	8.00	00001%AG	
Wed 06/25/2008	00W0-R	8:12	12:01	7.75	0.00	0.00	7.75	00001%AG	
Thu 06/26/2008	00W0-R	7:58	12:02	8.00	0.00	0.00	8.00	00001%AG	
Fri 06/27/2008	00W0-R	7:55	12:03	8.00	0.00	0.00	8.00	00001%AG	
Sat 06/28/2008	00W0-R	8:00	12:00	0.25	8.75	0.00	9.00	00001%AG	
Mon 06/30/2008	3(SICK)			8.00	0.00	0.00	8.00	00001	
Tue 07/01/2008	00W0-R	7:58	12:05	8.00	0.00	0.00	8.00	00001%AG	
Wed 07/02/2008	00W0-R	7:00	18:35	8.00	1.00	0.00	8.00	00001%AG	
Thu 07/03/2008	00W0-R	7:58	12:02	8.00	0.00	0.00	8.00	00001%AG	
Fri 07/04/2008	15(HOL)			8.00	0.00	0.00	8.00	00001	

Add Record

Timesheet Summary: Group By: Paycode

Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prem Pay	Total Pay
00W0-R	64.00	8.75	0.00	72.75	\$0.00	\$0.00	\$0.00	\$131.44	\$0.00	\$0.00	\$131.44
15(HOL)	8.00	0.00	0.00	8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3(SICK)	8.00	0.00	0.00	8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Accrual Summary

Pay Code	Code	Last Paid Date	Paid Type	Accrual Limit	Available	Notes
3(SICK)	1	06/29/2008	S	2.00	45.52	System Accrual Hours
3(SICK)	2	06/30/2008	T	8.00	88.00	Usage

Time Card											
Date	Pay Code	In	In Ex	OUT	Out Ex	Reason	Schedule	Department	Sh Pay Ex	Reg Hrs	Daily Total
06/23/2008 Mon		8:00AM		5:00PM			(8:00AM-5:00PM)	210	00001%AG	8.00	8.00
06/24/2008 Tue		8:05AM	T 5	5:04PM			(8:00AM-5:00PM)	210	00001%TU	8.00	8.00
06/25/2008 Wed		8:12AM	T 12	5:01PM			(8:00AM-5:00PM)	210	00001%We	7.75	7.75
06/26/2008 Thu		7:58AM		5:02PM			(8:00AM-5:00PM)	210	00001%Th	8.00	8.00
06/27/2008 Fri		7:55AM		5:01PM			(8:00AM-5:00PM)	210	00001%Fr	8.00	8.00
06/28/2008 Sat		8:00AM		5:00PM			(8:00AM-5:00PM)	210	00001%Sa	0.25	8.75
06/30/2008 Mon	3(SICK)							210	80001	8.00	8.00
07/01/2008 Tue		7:58AM		5:05PM			(8:00AM-5:00PM)	210	00001%Tu	8.00	8.00
07/02/2008 Wed		7:58AM		5:35PM	L 95		(8:00AM-5:00PM)	210	00001%We	8.00	8.00
07/03/2008 Thu		7:58AM		5:02PM			(8:00AM-5:00PM)	107	00001%Th	8.00	8.00
07/04/2008 Fri	1(HOL)							210	00001	8.00	8.00

Notes - 1001 SMITH, JAM											
Date/Time	Notes										
06/25/2008 Wed 5:40:00	Jam was late due to running a company errand										

In the web Timecard Report, if "Notes" is selected, timesheet notes will be available in the Notes section.

Payroll Interface

NOVAtime Payroll Interfaces are uniquely designed to provide outstanding flexibility and connectivity to practically all payroll systems on the market today.

With the ability to export data (in all kinds of different formats such as ASCII, Excel...etc.) for normal working hours, premium hours, shift differential hours, comp-time hours, etc. Combined with the built-in power of the NOVAtime engine, you will be amazed how simple it is to send data to your payroll system!

Main Features

- Plug and Play modules - very easy to install.
- Allows dual bridge setup for companies that use two payroll systems.
- Flexible mapping screens for maximum compatibility.
- Ability to send benefit accrual balances to payroll.
- Comprehensive reporting.
- Visit www.novatime.com/products_payroll.aspx to see a list of complete payroll interfaces.

Pay Matrix

Pay Matrix is a powerful shift differential/premium calculation generator that works as an extension of our calculation engine. With many built-in optional features, the Pay Matrix can handle many complex calculation formulas without the need for custom programming.

[illegible][illegible]

The Pay Matrix has many user-definable parameters that provide maximum flexibility, including the ability to:

- Qualify employee assignments.
- Qualify schedule.
- Qualify work hours.
- Distribute hours/pay to designated pay codes.

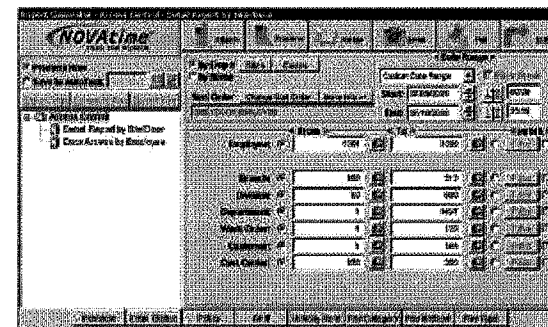
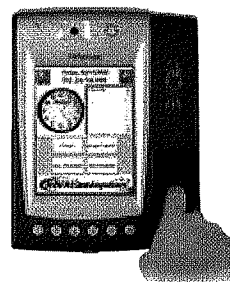
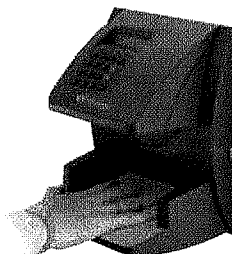
Lockout / Access Control

Question: "In order to prevent unauthorized overtime, our employees should be limited to clocking in and out only during their normal scheduled time. Is that possible?"

Answer: YES. Our Lockout Module offers exactly what's needed for biometric or badge terminals.

Question: "Do you have a need to control access to secure areas of your business? Whether it is the front door, computer room, or employee entrance, you'd like to use the same badge and the terminal for security access and for time and attendance."

Answer: Our Access Control Module allows you to use the same badge, whether it's proximity, bar code, or magnetic, via the same terminal for both employee attendance and security access. It also works with biometric terminals. For each terminal (door), you may control access for each employee (i.e. who can enter a door during what hours) utilizing the Lockout schedule to restrict employees from accessing certain doors.

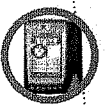


Main Features

- Prevent unauthorized overtime by limiting employee punches within their scheduled work hours.
- Besides employee attendance, the same terminal and badges (proximity, bar code, magnetic) can be used to access doors.
- Works with biometric terminals.
- Provides a comprehensive report of access logs for security review, based on employee, door, and date/time. You can sort by employee, door, or date/time.

Lockout / Access Control – Detail Report

- Report lists details of access activities.
- Great tool for monitoring employee access patterns (report sorted by employee) as well as door access activities (report sorted site/door).



Your Company, Inc.

Door Access Detail Report - Site

Report Date: 07/07/2008
 Report Time: 12:53:25 PM

Primary Sort By: Site; Door; Employee; Date/Time
 07/02/2008 - 07/14/2008 (12 days)

Door	Employee	Date/Time
Site: 2 (Building A)		
4 (Lunch Room)	SMITH, PATRICIA [1003]	07/10/2008 07:57AM
4 (Lunch Room)	SMITH, PATRICIA [1003]	07/10/2008 08:05AM
4 (Lunch Room)	STEVENS, KATRINA [1008]	07/09/2008 07:56AM
4 (Lunch Room)	TERN, DEXTER [1011]	07/09/2008 08:01AM
4 (Lunch Room)	WES, KEN [1010]	07/10/2008 07:52AM
4 (Lunch Room)	WRIGHT, JOHN [1014]	07/10/2008 08:10AM
5 (Main Entrance)	MILLON, CHERYL [1007]	07/09/2008 08:12AM
6 (Main Entrance)	MOONEY, NANCY [1013]	07/10/2008 07:56AM
6 (Main Entrance)	WES, KEN [1010]	07/09/2008 08:01AM
7 (Warehouse)	MILLON, CHERYL [1007]	07/09/2008 07:55AM
7 (Warehouse)	MILLON, CHERYL [1007]	07/09/2008 08:02PM
7 (Warehouse)	NORRIS, ALICIA [1004]	07/09/2008 07:52AM
7 (Warehouse)	SMITH, PATRICIA [1003]	07/09/2008 04:56PM
2 (Building A) Total:		13
Site: 3 (Building B)		
8 (Lobby Room)	MILLON, CHERYL [1007]	07/09/2008 07:55AM
8 (Lobby Room)	NORRIS, ALICIA [1004]	07/09/2008 07:50AM
8 (Lobby Room)	SMITH, JAN [1001]	07/09/2008 07:50AM
3 (Building B) Total:		3
Total Count:		16

END OF REPORT
 Door Access Detail Report -

Page 1 of 1

Your Company, Inc.

Door Access Detail Report - Employee

Report Date: 07/07/2008
 Report Time: 12:48:10 PM

Primary Sort By: Employee; Site; Door; Date/Time
 07/02/2008 - 07/14/2008 (12 days)

Site	Door	Employee	Date/Time
Employee: MILLON, CHERYL [1007]			
2 (Building A)	6 (Main Entrance)		07/09/2008 08:12AM
2 (Building A)	7 (Warehouse)		07/09/2008 07:55AM
2 (Building A)	7 (Warehouse)		07/09/2008 08:02PM
3 (Building B)	8 (Lobby Room)		07/09/2008 07:50AM
MILLON, CHERYL [1007] Total:			4
Employee: MOONEY, NANCY [1013]			
2 (Building A)	6 (Main Entrance)		07/10/2008 07:56AM
MOONEY, NANCY [1013] Total:			1
Employee: NORRIS, ALICIA [1004]			
2 (Building A)	7 (Warehouse)		07/09/2008 07:52AM
3 (Building B)	8 (Lobby Room)		07/09/2008 07:50AM
NORRIS, ALICIA [1004] Total:			2
Employee: SMITH, JAN [1001]			
2 (Building B)	8 (Lobby Room)		07/09/2008 07:50AM
SMITH, JAN [1001] Total:			1
Employee: SMITH, PATRICIA [1003]			
2 (Building A)	4 (Lunch Room)		07/10/2008 07:57AM
2 (Building A)	4 (Lunch Room)		07/10/2008 08:05AM
2 (Building A)	7 (Warehouse)		07/09/2008 04:56PM
SMITH, PATRICIA [1003] Total:			3
Employee: STEVENS, KATRINA [1008]			
2 (Building A)	4 (Lunch Room)		07/09/2008 07:56AM
STEVENS, KATRINA [1008] Total:			1
Employee: TERN, DEXTER [1011]			
2 (Building A)	4 (Lunch Room)		07/09/2008 08:01AM
TERN, DEXTER [1011] Total:			1
Employee: WES, KEN [1010]			
2 (Building A)	4 (Lunch Room)		07/10/2008 07:52AM
2 (Building A)	6 (Main Entrance)		07/09/2008 08:01AM
WES, KEN [1010] Total:			2
Employee: WRIGHT, JOHN [1014]			
2 (Building A)	4 (Lunch Room)		07/10/2008 08:10AM
WRIGHT, JOHN [1014] Total:			1
Total Count:			16

END OF REPORT
 Door Access Detail Report -

Work In Progress (WIP)

- WIP is a great feature for companies that want to monitor production lines, and visually track job order progress.
- WIP enables you to check all your jobs on one screen to view what has been completed and where the job is at any given moment. When your customer calls to find out the status of their job, do you have to drop everything and run out to the production floor to find their job? Wouldn't it be nice to pull up a screen and see not only where the job is now but where it has been and when? With the WIP module Overview screen, now you can!

The screenshot shows the 'WIP Overview' screen with a grid of job status over time. The grid has columns for days of the week (Sun, Mon, Tue, Wed, Thu, Fri, Sat) and rows for job orders. The status is indicated by checkmarks and colored cells.

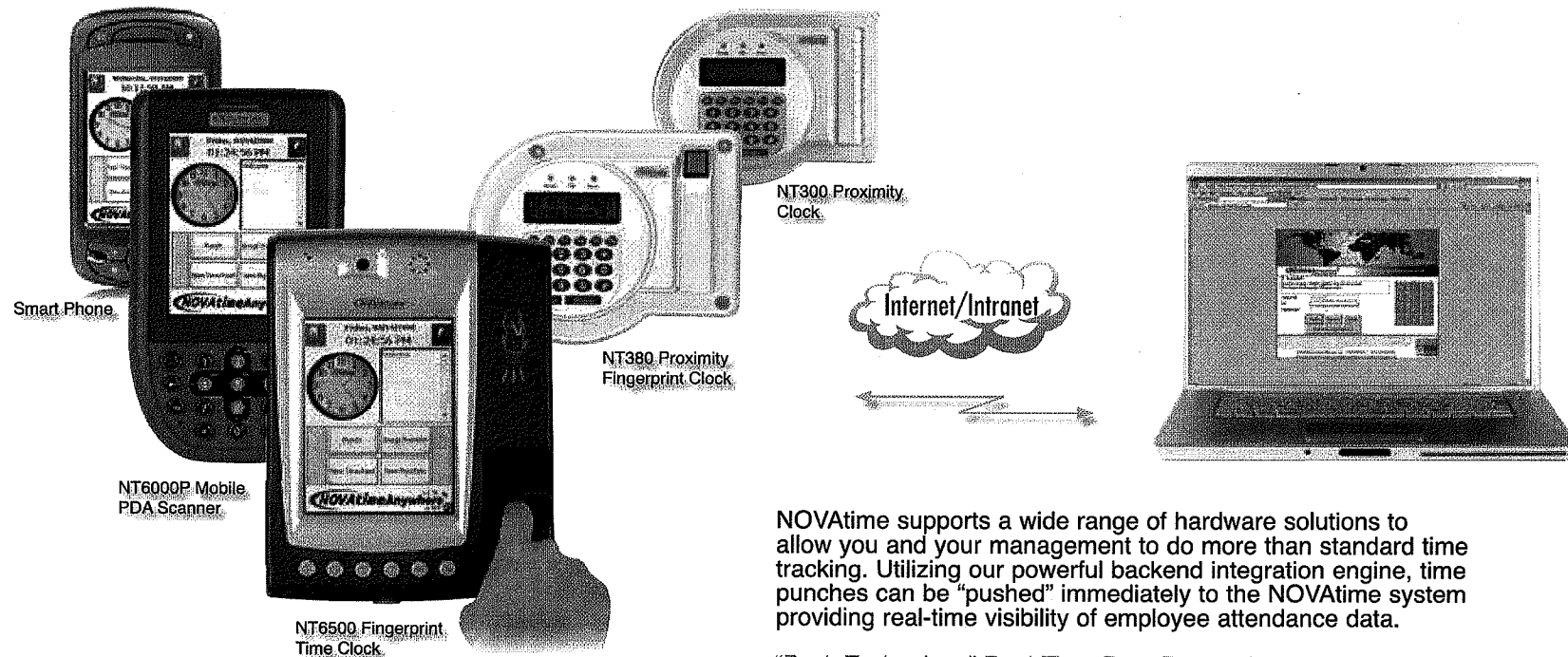
Job Order	Sun	Mon	Tue	Wed	Thu	Fri	Sat
0001-0001-0001							
0001-0001-0002							
0001-0001-0003							
0001-0001-0004							
0001-0001-0005							
0001-0001-0006							
0001-0001-0007							
0001-0001-0008							
0001-0001-0009							
0001-0001-0010							
0001-0001-0011							
0001-0001-0012							
0001-0001-0013							
0001-0001-0014							
0001-0001-0015							
0001-0001-0016							
0001-0001-0017							
0001-0001-0018							
0001-0001-0019							
0001-0001-0020							

- Would you also like to know if the job is on schedule? Create a job, assign it to a customer, and give it a due date. If it is on time, skipped a step, or is late it all shows up on a color coded Job Status screen.

The screenshot shows the 'Job Status' screen with a grid of job status over time. The grid has columns for days of the week (Sun, Mon, Tue, Wed, Thu, Fri, Sat) and rows for job orders. The status is indicated by checkmarks and colored cells.

Job Order	Sun	Mon	Tue	Wed	Thu	Fri	Sat
0001-0001-0001							
0001-0001-0002							
0001-0001-0003							
0001-0001-0004							
0001-0001-0005							
0001-0001-0006							
0001-0001-0007							
0001-0001-0008							
0001-0001-0009							
0001-0001-0010							
0001-0001-0011							
0001-0001-0012							
0001-0001-0013							
0001-0001-0014							
0001-0001-0015							
0001-0001-0016							
0001-0001-0017							
0001-0001-0018							
0001-0001-0019							
0001-0001-0020							

Push Technology Time Clocks



NOVAtime supports a wide range of hardware solutions to allow you and your management to do more than standard time tracking. Utilizing our powerful backend integration engine, time punches can be “pushed” immediately to the NOVAtime system providing real-time visibility of employee attendance data.

“Push Technology” Real-Time Data Processing:

- Eliminates data polling: Real-time data transfer for immediate data processing. Also supports batch data processing.
- Automatic synchronization with the NOVAtime application.
- Simple connectivity without IT efforts in firewall/router re-configuration.
- Off-line automation and wireless capability.

Many of our hardware solutions such as NT6500P touch-screen time clocks, NT6000P mobile PDA scanners, and Win Mobile Smart Phones offer real-time kiosk functions to allow your employees to view their timesheets online, view their work schedules, view their attendance points, and view their accrual benefit hours, and more.

The NT6000 PDA unit has a built-in scanner that works with Wi-Fi or GPRS (cellular). It allows employees to punch In/Out and perform job transfers. It also supports multiple group transfers for multiple employees to support a complex staffing environment. Coupled with the same great kiosk features listed above, it's one of the best technologically advanced PDA devices on the market today!

NOVAtime Phone-In System

The ideal workforce management solution for construction businesses, housekeeping services, home health care, and other mobile businesses:

- Do you have employees who work among multiple locations?
- Do you need a job transfer as your employees work from one location to another?
- Do you have a need for labor distribution or client billing for your mobile workforce?

Labor management starts here with NOVAtime Phone-In System...

- Using caller ID/telephone number, you can:
 - * Correctly identify that your employees have arrived at their assigned workplaces.
 - * Transfer from one job to another as your employees call in to work.
 - * Accurately distribute their work hours to support your client billing.
- Your employees can check their work schedules: Schedules are available immediately for your employees to call in to verify.
- Plus many more features...

NOVAtime! RESELLER DEMO ONLY
Report Date: 09/23/2008
Report Time: 4:27:42 PM

System Audit Trail - Audit Phone-In

Primary Sort By: Facility(1);Department(2);Employee
09/15/2008 - 09/23/2008 (9 days)

Employee	Date	Caller ID	Caller Name	Event Type
Facility:				
Department:				
1001	09/16/2008 3:11PM	3235551212		INVALID EMPLOYEE ID
0001	09/14/2008 10:28PM	7145551212		INVALID EMPLOYEE ID
5	09/23/2008 4:25PM	3235551212		INVALID EMPLOYEE ID
99	09/23/2008 8:54AM	3235551212		INVALID EMPLOYEE ID
Facility: 100 [LOS ANGELES]				
Department: 120 [ACCOUNTING]				
9006 [FISHEL, CHERYL]	09/23/2008 4:16PM	3235551212		ACCESS DENIED
Department: 320 [TECH SUPPORT]				
9004 [JOHNSON, BRIAN]	09/23/2008 4:16PM	3235551212		ACCESS DENIED
Facility: 200 [NEW YORK]				
Department: 320 [SALES]				
9015 [COURTMALL, ALISON]	09/23/2008 4:15PM	3235551212		ACCESS DENIED

END OF REPORT

System Audit Trail - Audit Phone-In

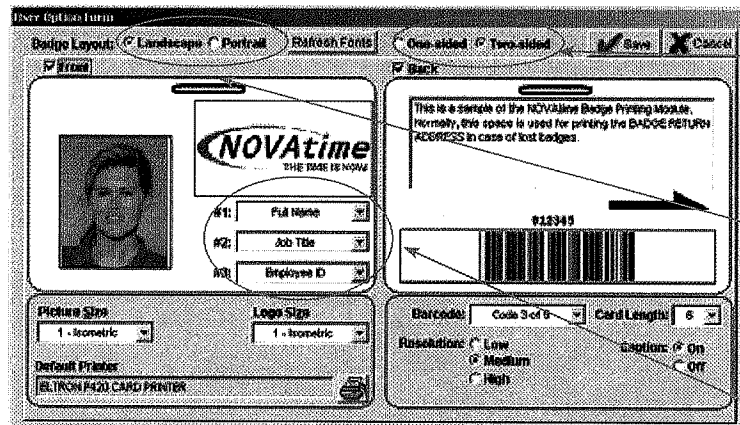
Main Features

- Punch In/Out.
- Group-level transfers (Dept, Job, etc...).
- Listen to today's and tomorrow's schedule (updated real-time)
- Caller-ID restrictions to limit use locations.
- "Pass the phone to the next employee" feature eliminates re-dial delays.
- Listen to voice-mail messages sent by supervisor.
- Support for up to 9 languages.
- Real-time punch processing.

NOVAPic – Badge Generation

Having customized badges provides a positive image for companies by displaying the Company's Logo, the Employee's picture and identification number. With NOVAPic, you have that ability and much more...

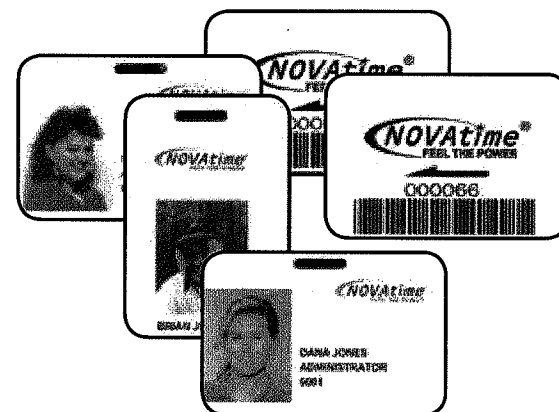
NOVAPic is a professional quality Photo ID badge printing module that incorporates barcodes and, when integrated with a digital camera (for employee photos) and a badge printer (for printing of employee badges), provides a complete employee identification solution.



One / Two side option.

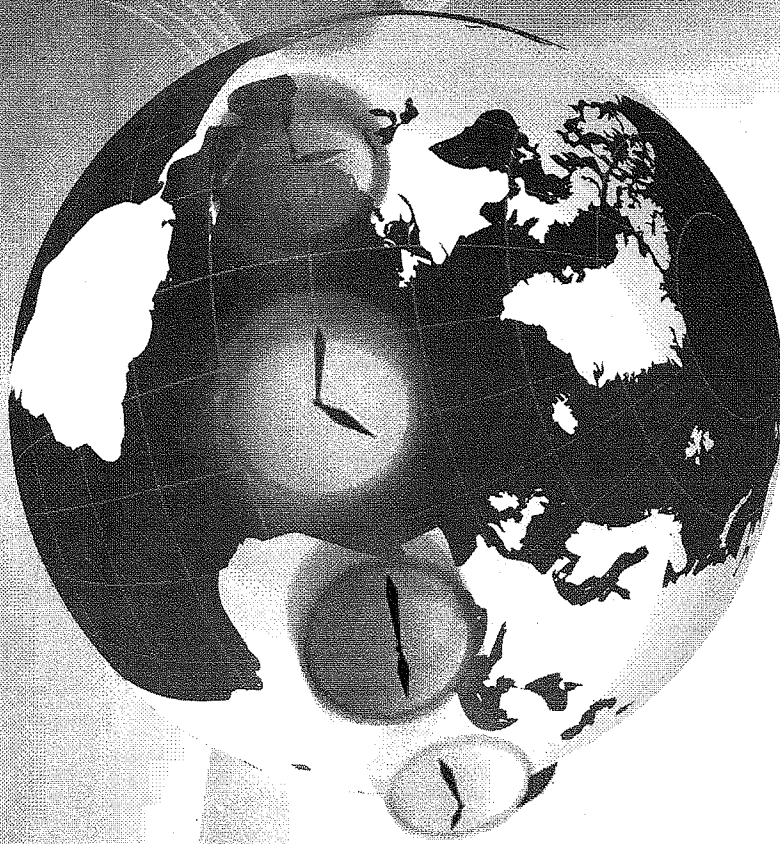
Landscape / Portrait option.

Choose defined field in system as you wish.



Main Features

- Flexible badge layouts – portrait, landscape, one/two sided, front/back, etc.
- User-definable print fields (Employee Name, Job Title, etc.)
- Prints most barcode formats.
- Prints on proximity cards, magnetic stripe cards and IC cards.
- Integrates with most digital cameras.
- Optional custom badge layout service to match your exact needs.



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US-102008

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Visit NOVAtime online: www.novatime.com



Part No. LIT-NOVASAS



SYSTEM OVERVIEW

Q2 2009



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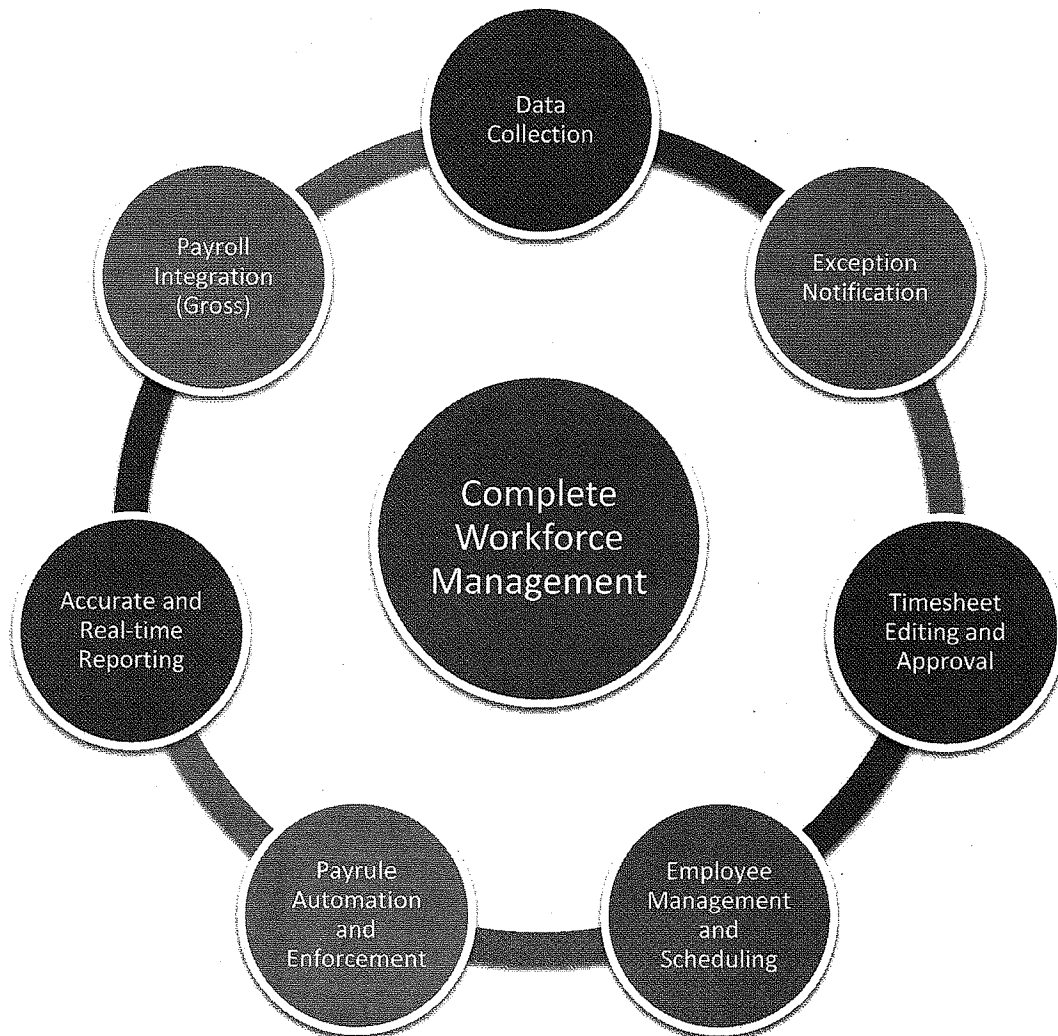
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II. Data Collection / Time Entry Review	4
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III. Supervisor Web Services Review	12

I. NOVAtime Application Overview

Three Application Areas

- Employee Web Services
- Supervisor Web Services
- Administrator Web Services

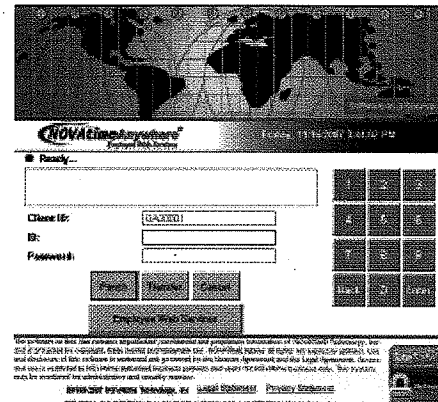
What is Workforce Management?



II. Data Collection / Time Entry Review

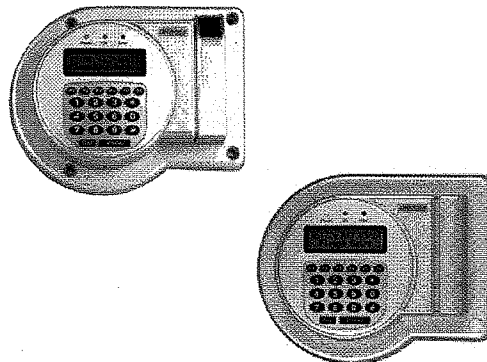
Employee Web Services

- Hosted Web Page
- Several 'flavors'
 - o Punch Only
 - o Punch / Transfer
 - o Web Services Kiosk
- Employee ID and Password Entry
- IN / OUT
- Multiple Group Transfers
- Included in core package



NT300 / NT380

- Lower cost hardware option
- Key-in or Proximity only
- Biometric available (NT380)
- IN / OUT
- Multiple group transfers
- View Punches
- Door relay
- PoE available

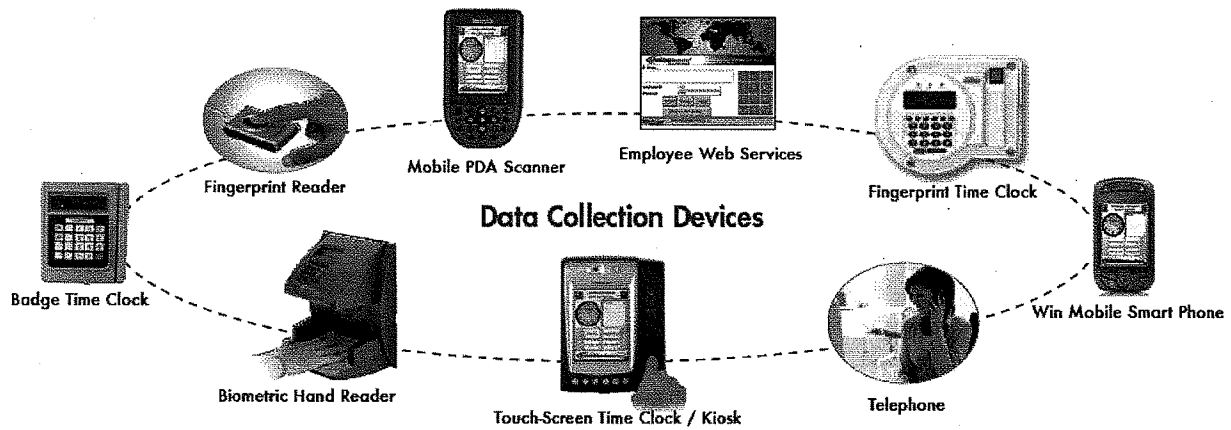


NT6500

- Full-service Kiosk-type clock
- Key-in, Magnetic Stripe, Barcode, or Proximity
- Biometric available
- Full Color Display
- Public and Private Messages
- Button Programmability
 - o Punch
 - o Multiple Group Transfers
 - o View Timesheet
 - o View Accrual Balance(s)
 - o View Schedule
 - o View Punches
 - o Request Time Off
 - o Show Request Status
 - o Door Relay
 - o Enter Hours / Dollars
 - o Wireless and PoE available



Complete Data Collection Line



NOTE: Use of legacy data collection options with the NOVAtime 4000 solution requires use of NOVAtime Companion. NOVAtime Companion is a small footprint software that needs to be installed on a workstation within the client network. The NOVAtime Companion provides the polling mechanisms needed to communicate with the legacy terminals.

III. Employee Web Services Review

The Employee Web Services (EWS) enables your employees to view their time and attendance information, as well as their Workforce related personal information.

The login screen for NOVATIME provides a general login function, plus a fully functional time punch and transfer operations, without logging into the Employee Web Services.

Employees can:

- Punch IN and OUT or enter their timesheet data from their PC via intranet or Internet
- View their timesheets
 - View actual hours summarized by pay codes and Group
 - View actual work hours with IN / OUT time, grouped by regular hour, OT1, OT2, etc.
 - View earnings and deductions
 - View week / pay period total hours
- Submit their timesheets
- View Points Balances (used for administrative notification of tardiness, absences, etc.)
- Check their work schedules
 - View daily work schedule in a calendar view:
 - By Month, or Pay Period
 - View their total scheduled work hours for each day of the week. Two views are provided:
 - Schedule Details - Lists number of hours scheduled per day of the week for each Group (e.g. Job)
 - Schedule Summary - Lists number of hours scheduled, available, and unscheduled.
- Look up benefit accrual information, such as vacation hours, sick hours, comp-time hours, etc.
- View their complete attendance history - weekly, monthly & yearly (Timecard Report). For each pay period, you can:
 - View schedule
 - View accrual (view their available vacation time, sick time, plus NUMEROUS CUSTOMIZABLE PAY CODES)
- Optional – Sign their timesheet
- View and update their personal Profile
- Customize their EWS User Preferences

NOTES:

Employee Web Services – Login Options

EWSLOGIN.ASPX (Figure 1)

- Full-featured portal
- IN / OUT
- Transfers
- EWS (Myself) Access
- Public / Private Message Area

EWSNT.ASPX (Figure 2)

- IN/OUT Only
- Public / Private Message Area

EWSKIOSK.ASPX (Figure 3)

- Web Services Only
- No Punch
- Public / Private Message Area

PDA.ASPX (Figure 4)

- Minimized for Phone/PDA browsers
- IN/OUT Only

NOTES:

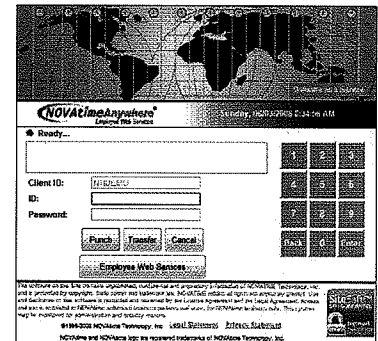


Figure 1

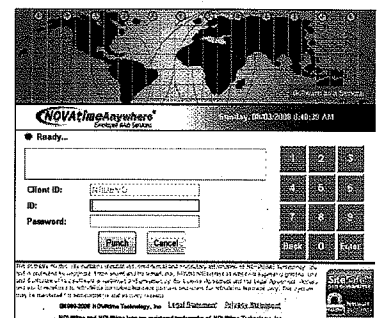


Figure 2

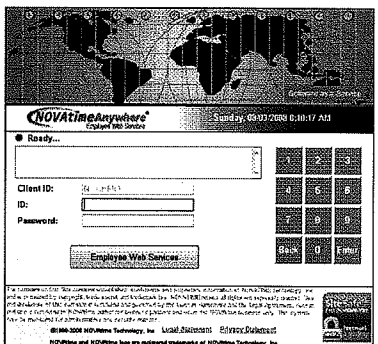


Figure 3

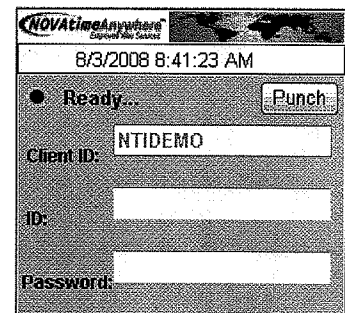


Figure 4

Employee Web Services – Timesheet Overview

NOVAtime Employee Web Services

Sunday, August 03, 2008 9:55:12 AM

CD / Emp ID: **ATDCMS14001** 1

Name: **JONES, DANA**

Timesheet: **Schedule** | **Accrual** | **Point System** | **History** | **My Profile**

+ Add | Save | Delete | Undo | Print | Punch | Columns | Hourly | Recalculate | Multi Add | Insert / Repeat | 2

Pay Period: 07/20/2008 (Sun) 08/02/2008 (Sat) Timesheet Status: OPEN Submit

Date	Pay Code	In	Out	Reg	OT-1	OT-2	Extended	Shift Exp	Schedule	Daily Hours
Mon 07/21/2008	01WVHR	8:00AM	5:32PM	8.00	1.53	0.00	\$0.00	00003@AA	09:00-18:00	9.53
Tue 07/22/2008	01WVHR	8:00AM	4:38PM	7.63	0.00	0.00	\$0.00	00003@AA	09:00-18:00	7.63
Wed 07/23/2008	01WVHR	8:00AM	5:25PM	8.00	0.42	0.00	\$0.00	00003@AA	09:00-18:00	8.42
Thu 07/24/2008	01WVHR	11:58AM		0.00	0.00	0.00	\$0.00	00003@AC	09:00-18:00	0.00
Fri 07/25/2008	20WVSH			4.00	0.00	0.00	\$0.00	00003		4.00
Mon 07/28/2008	01WVHR	12:30PM		0.00	0.00	0.00	\$0.00	00003@AC	12:00-21:00	0.00
Wed 07/30/2008	01WVHR	10:10AM	10:15AM	0.08	0.00	0.00	\$0.00	00003@AB	09:00-17:30	0.08
Wed 07/30/2008	01WVHR	10:18AM		0.00	0.00	0.00	\$0.00	00003@AB	09:00-17:30	0.00
Fri 08/01/2008	01WVHR	9:18AM		0.00	0.00	0.00	\$0.00	00003@AB	09:00-17:30	0.00

Add Record

Time Distribution + Add | Save | Delete | Undo

Week of: 07/20/2008 - 07/26/2008

Sun 7/20	Mon 7/21	Tue 7/22	Wed 7/23	Thu 7/24	Fri 7/25	Sat 7/26
Hours	Hours	Hours	Hours	Hours	Hours	Hours
Daily Totals	0	8.53	7.63	8.42	0.00	0

Add Record

Timesheet Summary:

Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prism Pay	Total Pay
01WVHR	23.72	1.95	0.00	25.67	\$0.00	\$0.00	\$296.46	\$36.50	\$0.00	\$0.00	\$332.96
20WVSH	4.00	0.00	0.00	4.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
Totals	27.72	1.95	0.00	29.67	\$0.00	\$0.00	\$346.46	\$36.50	\$0.00	\$0.00	\$402.96

Accrual Summary

Pay Code	Code	Last Post Date	Post Type	Accrued/Used	Available	Notes
21VACN	1	07/27/2008	S	2.00	141.00	System Accrual Hours
31SICK	2	09/24/2008	T	8.50	79.50	Usage
19FMLA	3	11/01/2007	S	480.00	480.00	System Accrual Hours

NOTES:

1. The **Timesheet Page** can be modified to present as much or restrict data entry and review as defined by customer workflow requirements and policies. Configuration of restrictions within the Timesheet page is done within Administrator Web Services (AWS) and the use of security Access Groups.
2. Commonly used tasks are presented to the end user in a standard toolbar format.
3. **Timesheet** options include the use of Detail (shown) and Hourly to accommodate workflow requirements within the customer environment. Columns can be restricted based on security Access Group. The timesheet may also be a view only option base on customer requirements.
4. The **Timesheet Summary** presents an actual representation of pay codes and hours that will be transmitted via the payroll interface. Rates will be hidden as they will not be used within the NOVATIME offering.
5. The **Accrual Summary** section allows for quick review of available balances, which will be transferred in from Workplace.

Employee Web Services – Schedule Overview

NOVAtime Employee Web Services
Sunday, August 03, 2008 10:44 AM
CO / Emp ID: INTERNO / 1001
Name: JONES, DANA

TimeSheet Schedule Account Point System History My Profile

Pay Period: 07/20/2008 (Sun) 08/02/2008 (Sat) Month: August 2008 1

Schedule Summary		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.
07/20/2008-07/29/2008	-	-	159.53	158.00	157.53	158.00	158.42	158.00
07/27/2008-08/02/2008	-	-	159.00	-	159.00	-	159.00	159.00

July 2008						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
20 3 [U] 06:00AM-06:00PM + Sales	21 [U] 06:00AM-06:00PM + Sales	22 [U] 06:00AM-06:00PM + Sales	23 [U] 06:00AM-06:00PM + Sales	24 [U] 06:00AM-06:00PM + Sales	25 [U] 06:00AM-12:00PM + Inventory	26
27 [U] 06:00AM-06:00PM + Operations	28 [U] 06:00AM-06:00PM + Operations	29 [U] 06:00AM-06:00PM + Operations	30 [U] 06:00AM-06:00PM + Operations	31 [U] 06:00AM-06:00PM + Operations		

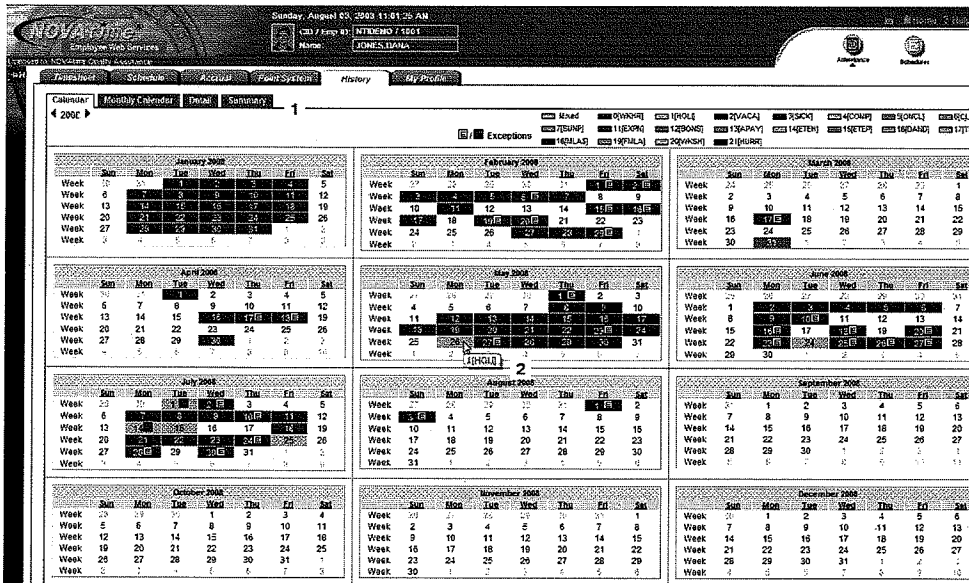
August 2008						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 [U] 06:00AM-06:00PM + Operations	2

Information: Schedules are always pre-populated with an employee's default Shift. Scheduling within NOVAtime will be done on exception basis where the employee will be expected to work something other than their standard shift. These are done with user-defined schedule templates.

1. The Schedule Page can be used to show schedules for current Pay Period (default), future pay periods, or be used to show monthly schedules.
2. The Schedule Summary section shows current scheduled hours versus actual hours for the displayed Pay Period.
3. The Calendar identifies shifts (S) and User-defined (U) schedules for the selected Pay Period or month.

NOTES:

Employee Web Services – History Overview



Tip: Use of the History tab is great to review work history and trends with the employee, especially if there are trends with the employee have exceptions on specific timeframes, work days, etc.

1. The History Page defaults to a yearly view of the current work year. Navigation between earlier years is accommodated through the forward and reverse arrows. Secondary views of the History page include:
 - a. Monthly Calendar – Larger presentation focusing on current work month. This view also shows Exceptions for each day, where applicable.
 - b. Detail – This page shows 1 week of data in a detailed text format. The timeframe can be selected by the employee.
 - c. Summary - Displays summarized work hours and number of occurrences based on Pay Code for each day of the week. It shows the entire year to match the calendar sub-page.
2. Tooltips – The employee can hover over specific dates to activate a tooltip that identified the pay code for that particular day without having to reference the calendar legend.

NOTES:

Employee Web Services – Misc. Overview

Point System – This read-only page is used to display system calculations of points given to the user based on point rules setup within the system. Point rules are used to track exceptions within the system and give points to employees based on exception occurrence. Companies can setup thresholds so that once an employee reaches a certain point level various disciplinary and/or notification can be initiated.

Point rules can also be used to track perfect attendance over defined timeframes and award employees accordingly.

My Profile – This section contains miscellaneous personal information related to the employee. It can be populated automatically through user imports or given access to the employee to update using security access groups.

NOTES:

III. Supervisor Web Services Review

The Supervisor Web Services (SWS) program is used by supervisors to review and manage their assigned employees' time and attendance and labor-costing information. SWS displays employee punch and attendance exceptions for quick corrections as needed; instead of requiring that supervisors review employee timesheets to look for the mistakes. This saves time and allows supervisors to spend more time performing other tasks that

The system administrator assigns employees to a supervisor. Using Supervisor Web Services, supervisors can:

- Review, edit, and approve employee timesheets. Supervisors can change data fields such as date, pay code, IN time, OUT time, earnings, deductions, group level information, etc.
- View summary timesheet information for the overall departmental cost and performance evaluation, information such as total regular hours, OT1, OT2, as well as regular pay amount, OT1 pay amount, OT1 pay amount, and total pay period pay amount.
- Create work schedules and review budget hours.
- View current and past work schedules.
- Approve/decline employee time-off requests
- Review employee point system balances and history
- Generate valuable management reports with just a few key strokes, sorted for any time frame on any labor data fields.
- View their employees' timesheet history for day-of-week trend analysis.
- Use a variety of other system features that are all designed to make managing employees easier with less time and effort.

NOTES:

Terminology

All system screens (known as web pages) are grouped under what are called system "categories." The current available SWS categories are as follows:



The blue arrow underneath a category means that it is the current selected category. Each category has tabs that are known as web pages (pages) that provide information for view and/or edit. Throughout this document, mention of each web page will be preceded by the category name (category name / page name). Example: *Attendance / Overview* page is referencing the *Overview* web page located in the *Attendance* category.

Overview														Summary	Timesheet	Schedule	Accrual	Point System	History	In / Out Board	Posting	Unclaimed	Access Control
Pay Period: 6/22/2008 (Sun)-6/28/2008 (Sat)														Last updated: Thursday, 06/26/2008 6:46 PM	Update	Update Schedules	Group By: Facility						
Facility		My Employees		Timesheet Status						Total Hours													
		Employees	Pay Period 1/1	OPEN	SUBMIT	Approved	PAYROLL	Sch.Hr	Total	Regular	OT-1	OT-2											
[100] Central Office		8	8	8	0	0	0	320.00	0.00	0.00	0.00	0.00											
[115] Eastern Office		2	2	2	0	0	0	80.00	0.00	0.00	0.00	0.00											
Totals		10	10	10	0	0	0	400.00	0.00	0.00	0.00	0.00											

Other Key Terms

- **Employees** - Employees are individuals whose time or expenses need to be tracked in the system, and they may be using the Employee Web Services or a time clock. They are not called or considered to be system "users," even if they are using the Employee Web Services.
- **System Users** - System "users" are those who are using Administrator Web Services (AWS) or Supervisor Web Services (SWS).

SWS Category Summary

SWS has been configured to provide supervisors or managers with access to various system categories based on each one's particular needs. A few areas of the system were designed for use by payroll or HR personnel only, and other features simply may not be planned for use by the company. The following SWS system categories are available:



NOTES:



Attendance Attendance Category

The *SWS Attendance* category is used to manage employee time and attendance information. This includes reviewing punch exceptions and correcting timesheets as needed, approving timesheets for payroll, viewing employee schedules, viewing employee benefit accruals and point system balances, and monitoring employee punch activity and timesheet history. The *Attendance* category is also used to “post” scheduled absences, accruals, points, and unclaimed punches; and for companies that are using the NOVAtime system for access control, supervisors can review employee access activity.



Scheduler Scheduler Category

The *Scheduler* category is used to schedule employees above and beyond the schedules already contained in the employees’ assigned shift rule; commonly referred to as “exception scheduling.” This means that when an employee is going to work his or her “shift rule” schedule, nothing else needs to be done. However, if one day’s schedule needs to be changed or a particular week’s schedule is going to be different, the *Scheduler* can be used to quickly change not only one employee’s schedule, but the schedule for multiple selected employees as well.



Employee Employee Category

The *Employee* category is used to add, maintain, and import employee setup information in the NOVAtime system. This includes their employee ID and badge number, default group-level assignments (like home department), the employee’s picture and contact information, pay rates, HR date information, supervisor notes (employee meetings / reviews), and employee lockout (punch restrictions) settings.



Report Report Category

The *Report* category is used to review and print everything from system setup rules and employee setup information, to employee timecards and labor-costing information. Using report “templates,” system users can select report filters and sort order, and they can select which available columns they want to print; as well as the order of the selected columns. Reports can be viewed on the screen, printed, exported to Excel, and e-mailed (manually, or automatically at specified day/time). Once a report is configured, it can be published to all system users, selected system users, or for the use by the system user that created it.



Preferences **Preferences Category**

The *Preferences* category is used by each system user to configure their system-use preferences. Each system user can change their password and phone/email contact information, select the default group-level used for sorting various screens (page), employee name sort order, selected exceptions for quick timesheet edits and history reference, and a variety of other selection preferences.



Tools **Tools Category**

The *Tools* category is used to send internal system public or private messages to other system users and/or employees for a selected date/time range. Public messages are viewed by all employees and/or all system users by way of the web service login screens. Private messages are viewed by individual system users or employee when they successfully access the web services, or when employees punch using the Employee Web Services (EWS).



Rule Setup **Rule Setup Category**

The *Rule Setup* category is used to configure various rules that affect how employee time is calculated. This area includes shift rule setup (includes scheduled start/end, meals, breaks, and premium parameters), policy rule setup (pay-period definitions, overtime, punch-rounding rules, etc...), holiday rule setup (paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked), accrual rules (vacation and paid sick benefit hours), pay matrix rules (allows for complex shift differential and premium rules), and pint system rules (automation of attendance policies).



Payroll **Payroll Category**

The *Payroll* category is used by the payroll department to process employee timesheet information to prepare it to go to payroll. The employee payroll information can then be exported to a file to be imported into the payroll program.

NOTES:

Supervisor Web Services – Dashboard Overview

The Dashboard is intended to provide the NOVAtime user with quick references as to what needs attention within their environment. Each 'gadget' is specific to a certain workflow process and is actively hyperlinked to the appropriate area within the application.

Approval Status (Figure 5) – This gadget displays the status of the user's employees timesheets.

Exception Summary (Figure 6) – This gadget gives a real-time view of exceptions within the selected pay period.

Timeoff Request (Figure 7) – This gadget indicates outstanding requests that the user needs to review.

Attendance Accruals (Figure 8) – This gadget gives a simple view of available balances for the employee.

Approaching Overtime (Figure 9) – This gadget provides a real-time status of employees within a specified hours threshold.

In/Out Board (Figure 10) – This gadget provides a simplified view of the In/Out board to track real-time attendance status.

Schedule vs. Actual (Figure 11) – This gadget provides a graphical representation of scheduled versus actual hours for the selected pay period.

PUSH Device Status (Figure 12) – This gadget provides administrators with a real-time status and last check-in time for data collection devices.

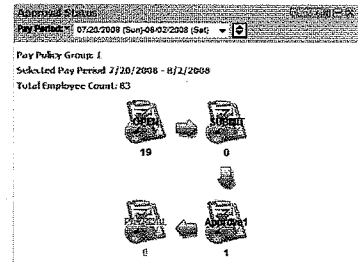


Figure 5

Exception	Emp. Count
Missed Punch	1
Tardy	1
Undeclared Punch	38

Figure 6

Paycode	Pending
2 (VACATION)	6
19 (FMLA)	26

Figure 7

EMP ID	NAME	Vacation	Sick Pay
1001	DANA JONES	141.00	79.50
1002	CHERYL FREEL	300.00	120.00
1003	PATRICIA SNOOK	43.58	80.00
1004	BRIAN JOHNSON	24.00	80.00

Figure 8

Emp ID	Reg Hrs	OT-1	OT-2	Total Hrs
1016 (CHRISTINA LYNN)	40.00	0.00	0.00	40.00
1022 (SONYA ANGELLES)	40.00	0.00	0.00	40.00

Figure 9

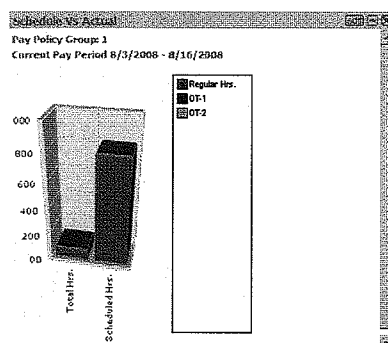


Figure 11

Description	Elapsed Time
NT380P_UJ	46 day(s) 4 hr. 14 min.
NT8500_FP_UJ	17 day(s) 8 hr. 29 min.
Smart Phone PDA	155 day(s) 18 hr. 10 min.
NT6500_HQ	11 hr. 36 min.

Figure 12

First Name	Last Name	Emp ID	In	Out	Lunch Status	Last Punch Time	Clock Reason
DANA	JONES	1001	☐	☒	☐	8/3/2008 9:45:00 AM	

Figure 10

Supervisor Web Services – Attendance Category Overview

The following web pages are available in the Attendance category:



- Attendance / Overview Page – Group-level pay period summary of timesheet approval status, schedule and worked hours.
 - Use: Review summary by any group level
 - Importance: Ensuring all timesheets have been approved for payroll
- Attendance / Summary Page – Employee-level pay period exception and hours / earning/deductions summary and timesheet status.
 - Use: Quick view of employee exceptions that need correction, and approving multiple timesheets at once
 - Importance: Making sure that all punch exceptions are corrected and fast timesheet approval.
- Attendance / Timesheet Page – Employee punch, hours, group-level transfer, and other non-expense pay code information
 - Use: Correct / add missing or incorrect punch/transfer data
 - Importance: Make sure that the timesheet information is correct before approving it. Once a timesheet is approved, no additional edits are allowed unless a payroll administrator re-opens the timesheet.
- Attendance / Schedule Page – View-only employee daily pay period schedule
 - Use: View – only daily schedule job (group-level 3) and start/end time, along with daily scheduled vs. actual hours.
 - Importance: Ensure that employees have the correct schedule. Schedule changes are made in the Scheduler category.
- Attendance / Accrual Page – View / manage employee benefit accrual balances and history (Vacation, paid sick, PTO, etc)
 - Use: View summary and history detail to answer employee questions regarding benefit balances.
 - Importance: Manual input of employee starting benefit balances
- Attendance / Point System Page – View / manage employee point system balances and history
 - Use: View summary and history detail to answer employee questions regarding benefit balances.
 - Importance: Manual input of employee starting benefit balances
- Attendance / History Page – View employee timesheet history and day-of-week attendance trends
 - Use: Yearly view that can includes the ability to set exception thresholds to review calendar days that contained gross exceptions
 - Importance: Aids in annul employee review, and on-going review to trends to help correct bad attendance habits before they become a problem.

- Attendance / In/Out Board Page – Refreshed view of employee punch status – near real-time
 - Use: Receptionist desk and view of a supervisor's on-premise staffing situation
 - Importance: Ensure current employee staffing levels meet shift requirements, and for incoming phone calls or company emergencies, know which employees are on premise.

- Attendance / Posting Page – Posting of earned benefit accrual, points, holidays, and scheduled pay codes (Vac, Sic, PTO, etc). Benefit Accruals, Holidays, and Scheduled Pay Codes can be posted during the payroll process.
 - Use: Reposting benefit accrual hours, posting points daily as needed, and posting holidays and scheduled pay code manually if the information posted needs to be in the employee timesheets before supervisor timesheet approval.
 - Importance: Holiday and scheduled pay code posting affects timesheet information (posts directly to timesheet), and accrual and point balances need to be updated.

- Attendance / Unclaimed Page – Temporary location for time clock punches for unassigned badges
 - Use: Review and assigned unclaimed punches to existing and/or terminated employees for process to timesheet.
 - Importance: Review in cases where a new employee's punches are missing. If everyone is properly assigned his or her badge, this area should not contain any punch information.

- Attendance / Access Control Page – Review employee access control history
 - Use: Verify employee access control door usage at various location
 - Importance: Security checks in cases of breached security or questions that arise

NOTES:

NOVAtime®
Supervisor Web Services
Licensed to: NOVAtime Quality Assurance
Sunday, August 03, 2008 3:11:45 PM

CID / User ID: NTIDEMO / DEMO
Name: DEMO USER

Overview Summary **Timesheet** Schedule Accrual History In / Out Board Posting Unclaimed Access Control

Pay Period: 07/20/2008 (Sun)-08/02/2008 (Sat) 1 Last updated: Sunday, 08/03/2008 9:46 AM Update Update Schedules

Group / Filter By: All Employee Search GO 2

Status Filter: All

Unopened Timesheets: 63 Open all timesheets 3

Opened Timesheets: 20 Save Approve this Page 5

ID	NAME	Absent	Early In	Tardy	Late Out	Missed Punch	Short Meal	Sch.Hr	WKHR	OT 1	OT 2	HOLI	VACA	SICK	Other Amt	Other Amt	Timesheet Status
1001	JONES, DANA	2	3	4	0	4	1	81.00	23.72	1.95	0.00	0.00	0.00	0.00	\$382.96	WKSH \$50.00	OPEN
1002	FREEL, CHERYL	7	0	1	0	1	0	80.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00		Approve 1
1003	SNOOK, PATRICA	2	0	1	0	1	0	90.00	37.50	0.00	0.00	0.00	0.00	0.00	\$750.00	WKHR \$750.00	OPEN
1004	JOHNSON, BRIAN	0	5	1	0	1	0	40.00	37.78	0.00	0.00	0.00	0.00	0.00	\$755.67	WKHR \$755.67	OPEN
1007	MILLION, CHERYL	0	0	0	0	0	0	80.00	37.50	0.00	0.00	0.00	0.00	0.00	\$375.00	WKHR \$375.00	OPEN
1010	WES, KEN	0	0	0	0	0	0	80.00	37.50	0.00	0.00	0.00	0.00	0.00	\$830.00	WKHR \$750.00 WKSH \$80.00	OPEN
1011	TERN, DEXTER	0	5	0	0	1	0	80.00	35.33	0.00	0.00	0.00	0.00	0.00	\$786.67	WKHR \$706.67 WKSH \$80.00	OPEN
1013	MOONEY, NANCY	0	0	0	0	0	0	80.00	37.50	0.00	0.00	0.00	0.00	0.00	\$830.00	WKHR \$750.00 WKSH \$80.00	OPEN
1014	WRIGHT, JOHN	0	0	0	0	0	0	80.00	37.50	0.00	0.00	0.00	0.00	0.00	\$830.00	WKHR \$750.00 WKSH \$80.00	OPEN
1016	LYNN, CHRISTINA	0	5	0	0	0	0	85.00	37.50	0.00	0.00	0.00	0.00	0.00	\$830.00	WKHR \$750.00 WKSH \$80.00	OPEN
1017	WILKINS, SONDR	0	0	0	0	0	0	80.00	37.50	0.00	0.00	0.00	0.00	0.00	\$830.00	WKHR \$750.00 WKSH \$80.00	OPEN
1018	HADDIX, DONNA	4	1	0	0	1	0	80.00	34.75	0.00	0.00	0.00	0.00	0.00	\$775.00	WKHR \$695.00 WKSH \$80.00	OPEN

1 2

1. Navigate through pay periods by selecting a) Pay Policy groupings and b) Calendar date. Use the 'Update' feature to force population of most recent calculations.
2. Filter employee list through company filters as well as search employees based on Employee ID, name, Badge, and more.
3. Identify if timesheets need to be opened. Timesheets are automatically opened when time is posted manually or through automated data collection devices.
4. Quickly identify exceptions and sort as needed to remediate open payroll issues. Exception columns are definable within the preferences and user access groups.
5. Multiple approval methods, including mass approval using 'Approve this Page'. Easily identify who approved timesheets and when using magnifying glass 'audit' function.

NOTES:

NOVAtime Supervisor Web Services
Licensed to: NOVAtime Quality Assurance

CID / User ID: NTIDEMO / DEMO
Name: DEMO USER
Sunday, August 31, 2008 9:14:27 PM

Attendance Scheduler Employee Report Preferences Tools Help Log Off

Overview Summary Timesheet Schedule Accrual History In / Out Board Posting Unclaimed Access Control

Active 1 (No Group Filter)
All Timesheets Count: 20
ID NAME
1001 JONES, DANA
1002 FREEL, CHERYL
1003 SNOOK, PATRICA
1004 JOHNSON, BRIAN
1007 MILLON, CHERYL
1010 WES, KEN
1011 TERN, DEXTER
1013 MOONEY, NANCY
1014 WRIGHT, JOHN
1016 LYNN, CHRISTINA
Unopened Timesheets: 63
ID NAME
1027 SAMDER, FRANK
1028 MCILVOY, PHILL
1029 DEVRIES, ROBERT
1030 SANDERS, DOUGLAS
1031 LEWIS, EDWARD
Search: GO

Pay Period: 07/20/2008 (Sun) - 08/02/2008 (Sat)
Timesheet Status: OPEN Approve 2

Card Number: 1001 Job: 22c Pay Policy: 1 Shift Number: 3 Pay Category: 1

Date	PayCode	In	Out	In EXP	Out EXP	OT-1	OT-2	Total Hours	Reg Hours	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prem Pay	Total Pay
Mon 07/21/2008	0[WKHR]	8:00AM	5:32PM	E 60	E 28	8.00	1.53	9.53	9.53	\$0.00						
Tue 07/22/2008	0[WKHR]	8:00AM	4:38PM	E 60	E 82	7.63	0.00	7.63	7.63	\$0.00						
Wed 07/23/2008	0[WKHR]	8:00AM	5:25PM	E 60	E 35	8.00	0.42	8.42	8.42	\$0.00						
Thu 07/24/2008	0[WKHR]	11:58AM		T 178		0.00	0.00	0.00	0.00	\$0.00						
Fri 07/25/2008	20[WKSH]					4.00	0.00	4.00	4.00	\$0.00						
Mon 07/28/2008	0[WKHR]	12:30PM		T 30		0.00	0.00	0.00	0.00	\$0.00						
Tue 07/29/2008	0[WKHR]	10:10AM	10:15AM	T 70		0.08	0.00	0.08	0.08	\$0.00						
Wed 07/30/2008	0[WKHR]	10:18AM		M 3		0.00	0.00	0.00	0.00	\$0.00						
Fri 08/01/2008	0[WKHR]	9:18AM		T 18		0.00	0.00	0.00	0.00	\$0.00						

Add Record

Timesheet Summary: Group By: Paycode

Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prem Pay	Total Pay
0[WKHR]	23.72	1.95	0.00	25.67	\$0.00	\$0.00	\$296.48	\$36.50	\$0.00	\$0.00	\$332.98
20[WKSH]	4.00	0.00	0.00	4.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
Totals	27.72	1.95	0.00	29.67	\$0.00	\$0.00	\$346.48	\$36.50	\$0.00	\$0.00	\$382.98

Accrual Summary

Pay Code	Code	Last Post Date	Post Type	Accrued/Used	Available	Notes
2[VACH]	1	07/27/2008	S	2.00	141.00	System Accrual Hours
3[SICK]	2	06/24/2008	T	8.50	79.50	Usage
19[FMLA]	3	11/01/2007	S	480.00	480.00	System Accrual Hours

Tip: Punches that have been manually edited or modified will have an '*' within the In or Out modified column.

Tip: Columns may be added removed based on preference using the 'Columns' button. Minimizing needed columns may also improve page response times.

1. Filter employee list through company filters as well as search employees based on Employee ID, name, Badge, and more. Employee list window may be 'auto-hidden' to maximize application real-estate.
2. Common functions and time saving routines included in timesheet toolbar.
3. Timesheet provides in-cell editing for all fields. Adding of records is as simple as selecting appropriate values for each field within drop-down menus. Manual transfers between groups may be facilitated within timesheet as well.
4. The **Timesheet Summary** presents an actual representation of pay codes and hours that will be transmitted via the payroll interface. Rates will be hidden as they will not be used within the NOVAtime offering.
5. The **Accrual Summary** section allows for quick review of available balances, which will be transferred in from Workplace.

NOTES:



1. Default value for timeframe view is 'Today' only with the page refreshing every 60 seconds. Page refresh values can be set within the Access Group configuration.
2. Filter employees based on desired groups or search for specific employees using Employee ID, name, badge, etc.
3. Real time in/out board displays 'green' for employees that have punched in, and 'red' for those that have not. Columns within the in/out board can be sorted based on desired display values.

NOVAtime Technology, Inc.

The *Attendance / Posting* page (Posting) is used to “post” various records (Item 1) to the selected employee’s (Item 2) time sheet and other system processes. In many case payroll or HR system administrators will run the posting processes, so employee supervisors or managers may not have access or the need to run the post features. The Posting page is use to post/process the following information:

- Accruals (Post Accrual) – This feature is used to run the accrual posting process to create newly earned benefit hours (may be processed when processing payroll instead).
- Holidays (Post Holiday Pay Hours) – This feature is used to run the holiday posting process that is used to automatically create paid holiday time sheet records for qualified employees (may also be processed when processing payroll instead).
- Scheduled Pay Codes (Post Scheduled Pay Code Hours) – This feature is used to run the schedule posting process that is used to automatically create scheduled pay code time sheet records for employees with scheduled absence like Vacation, Sick, etc...(may be processed when processing payroll instead).
- Auto-Pay (Recalculate / Post Auto Pay) – This feature is used to reset and re-calculate various employee timesheet information, and it is used to create auto-pay records in the timesheet for qualified employees (usually for exempt employee hours, since they do not punch In/Out)
- Points (Post / Reprocess Points) – This feature is used to run the point system posting process to update employee points in preparation for the point system document generator.
- Document Generator – This process will review employee point totals and print employee point-level letters (using MS-Word mail-merge) for any employees that have reached defined point levels.
- Unposted / Unclaimed Punches – This feature is used to process employee time clock punches that were held in the unclaimed section of the system due to an incorrect or temporary badge assignment

NOTES:

NOVAtime
Supervisor: Web Services
Licensed to: NOVAtime Quality Assurance

CD / User ID: INTDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2008 4:20:17 PM

Attendance Scheduler Employee Report Preferences Tools Rule Setup Payroll

Overview Summary Timesheet Schedule Accrual History In/Out Board Posting Unclaimed Access Control

Active [12]
All
ID # NAME
1001 JONES, DANA
1002 FREEL, CHERYL
1003 SHOOK, PATRICK
1004 JOHNSON, BRIAN
1006 STE 3, KATRINA
1007 MIL CHERYL
1010 WES, KEN
1011 TERN, DEXTER
1013 MOONEY, NANCY
1014 WRIGHT, JOHN
1016 LYNN, CHRISTINA
1017 WILKINS, SONORA
1018 HADDIX, DONNA
1019 MICHAEL, WILLIAM
1020 FUSSELL, JAMES
1021 DOBERTES, JOHNNIE
1 2 3 4 5 6
Search: [] GO

*Note: If badge number has already been assigned to the employee in the "Employee" category, please do not assign here. Please just process the unposted/unclaimed punches from the "Posting" Page in the "Attendance" category.

Select All Unselect Delete Assign 3

Employee: [1001] JONES, DANA

Assign	Card Number	Employee No.	Date / Time	Site / Clock	Data Type
☒	0	100001	07/15/2008 2:46AM	0001-011	Swipe & Go
☒	0	100001	07/15/2008 3:14AM	0001-011	Swipe & Go
☒	0	100001	07/15/2008 4:38AM	0001-011	Swipe & Go
☒	0	100001	07/15/2008 5:00AM	0001-011	Swipe & Go
☒	37334	17	07/30/2008 10:15AM	0005-012	Swipe & Go
☒	0	17	07/15/2008 7:11PM	0001-011	Swipe & Go
☒	12		07/30/2008 10:29AM	0005-014	Swipe & Go
☒	57		07/30/2008 10:29AM	0005-014	Swipe & Go
☒	37334		07/30/2008 10:32AM	0005-012	Swipe & Go
☒	123		07/30/2008 10:33AM	0005-012	Group Transfer

1 2 3 4

The *Attendance / Unclaimed* page (Unclaimed) is used to display and assign time clock punches associated with badge numbers that are not assigned to an employee in the system, and it also stores time clock punches for employees working outside their hire and termination dates. Depending on the time clock punch restriction setup (if any), this is a useful system feature that will allow the following:

- New-hires can start to punch In/Out/Transfer using the time clock immediately, and once they are added and configured in the NOVAtime4000 system; their punches will be processed to their timesheet without edits or loss of punch transactions.
- Temporary badges can be provided to employees who forget their badge for a day, and with the badge number and employee and date noted, the punch transactions can be quickly assigned to the employee without having to change his normal badge number in employee setup.

Information: If a timesheet is locked at PAYROLL status, any new punches for that pay period's timesheet will be sent to the Unclaimed holding area.

Process:

1. Select the employee that has the unclaimed punch.
2. Select the punches that will be assigned to the selected employee.
3. Process the punch and apply to the selected employee's timesheet using 'Assign'.

NOTES:

Supervisor Web Services – Scheduler Category Overview

The following web pages are available in the Scheduler category:



- Scheduler / Overview Page – Group-level pay period summary of scheduled hours, actual hours, and the variance between scheduled and actual hours.
 - Use: Review summary by any group level
 - Importance: Review schedule variances to understand productivity
- Scheduler / Scheduler Page – Weekly shift schedule override for one or more employees
 - Use: Change employee work schedules (or schedule absences) for one or more days; but only affecting the week scheduled.
 - Importance: Quickly change multiple employees' schedules, with a single selection, to ensure that employee punch transactions match what was expected of their attendance.
- Scheduler / Recap Page – Weekly employees schedules created on-the fly or copied from one week to another; and one employee to another.
 - Use: Review all assigned employees' schedules and change as needed
 - Importance: Review, compare, and change employees' schedules to ensure that employee punch transactions match what was expected of their attendance.
- Scheduler / Request Page – Approval or declination of employee schedule and time-off requests
 - Use: Approve or decline employee schedule or time-off requests for current and future weeks
 - Importance: Approved time-off will be processed to the employee timesheet and pay the employee hours accordingly.
- Scheduler / Calendar Page – Review a year-at-a-glance each employee's time-off request status for pending, approved, and declined requests.
 - Use: Review request status for the year
 - Importance: Review of time-off request patterns may help to plan better for the following year
- Scheduler / Summary Page – Group-level summary of scheduled vs. Actual hours with variance--with the ability to drill-down to view employee summary detail.
 - Use: Review summary variances by group-level and review detail as needed
 - Importance: Reviewing Scheduled vs. Actual hour variances to ensure group productivity levels
- Scheduler / Graph Page – Graphical display of individual employee scheduled, actual, or scheduled vs. actual work hours
 - Use: Graphical review employee schedules and actual hours
 - Importance: Quick glimpse into employee work hours productivity

NOTES:

NOVAtime
Supervisor Web Services
Licensed to: NOVAtime Quality Assurance

CID / User ID: INTDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2008 4:53:23 PM

Overview Scheduler On-Demand Recalls Requests Calendar Summary Graph

☒ Active ☒ All 1

[1001] JONES, DANA
Card Number: 1001 Job: 22c Pay Policy: 1 Shift Number: 3 Pay Category: 1 Holiday Rule: 1

Week Of: 07/27/2008 (Sun)-08/02/2008 (Sat)

☒ Multiple ☒ Add / Maintain Templates ☒ Insert Templates ☒ Save Templates

☒ Vacation[8.00 Hours]	☒ Comp Time[8.00 Hours]	☒ Operations[01:00PM-05:00PM]
☒ Production[10:00AM-07:00PM]	☒ Sales[09:00AM-06:00PM]	☒ Marketing[08:00AM-03:00PM]
☒ Sales[07:00AM-04:00PM]	☒ Inventory[08:00AM-12:00PM]	Please insert template

☒ Save ☐ Undo

Schedule: ☒ ☐

Sunday 07/27/2008	Monday 07/28/2008	Tuesday 07/29/2008	Wednesday 07/30/2008	Thursday 07/31/2008	Friday 08/01/2008	Saturday 08/02/2008
3	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	

Search:

The *Scheduler / Scheduler* page (*Scheduler*) is used to quickly change the schedule for one or more employees. It is important to understand that the employee's assigned shift rule provides the employee's normal schedule, and no additional scheduling is required unless there are planned temporary deviations to the shift rule schedule.

Various features on the *Scheduler* page allow the system user to quickly schedule his or her assigned employees. After creating schedule "templates," the system user simply selects the employees to schedule, clicks on the appropriate schedule template, clicks on each day-of-the week to apply the schedule, and then clicks save to apply the schedule to all selected employees.

Process Highlights:

1. Filter and select employee, or employee groups, to schedule.
2. Add schedule templates or use pre-selected favorites to easily schedule employees.
3. Add/remove schedule templates and easily copy schedules through week's end.

NOTES:

NOVAtime Supervisor Web Services
CID / User ID: NTIDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2008 5:12:27 PM

Week Of: (8/03/2008 (Sun)-8/09/2008 (Sat))

Save Undo Add / Maintain Templates Copy Schedule Update Schedules

Employee	Sunday 08/03/2008	Monday 08/04/2008	Tuesday 08/05/2008	Wednesday 08/06/2008	Thursday 08/07/2008	Friday 08/08/2008	Saturday 08/09/2008
(1001) Dana Jones		[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	
(1002) Cheryl Freel		[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	
(1003) Patricia Snook		[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	[S] 08:00AM-05:00PM + Operations	
(1004) Brian Johnson		[S] 08:00AM-05:00PM + Sales	[S] 08:00AM-05:00PM + Sales	[S] 08:00AM-05:00PM + Sales	[S] 08:00AM-05:00PM + Sales	[S] 08:00AM-05:00PM + Sales	
(1005) Katrina Stevens							

Search: [GO]

The *Scheduler / Recap* page (*Recap*) is also used as another method for scheduling employees, but it also displays the schedules for all assigned employees on one page, or they can be displayed based on group-level filter selection. The Recap page is primarily used to quickly view all employees' schedules for the week to make better-informed decision when making a schedule change, and the Recap page is also used to reset an employee schedule back to his or her shift rule schedule.

Various features on the *Recap* page are shared from the Scheduler page and allow the system user to quickly schedule his or her assigned employees. After creating schedule "templates," the system user simply selects a day for the employee and selects a template, then copies (or drags) the day to other days and other employees as needed.

Information: Changes made on the Recap page are reflected in the Scheduler page, and changes made on the Scheduler page are reflected on the Recap page.

NOTES:

Employee Id	Employee Name	Requested	Approved	Declined	Pending
1018	HADDIX, DONNA	26	0	0	26

Paycode	Last Post Date	Hours Available	Requested	Approved	Declined	Pending
2[VACA]	01/13/2008	17.61	5	0	0	5
19[FMLA]		0.00	21	0	0	21

Request Mode	Date	Job	Start	End	Hours	Notes	Status
07/24/2008 12:21PM	08/04/2008	SSR (Production)			8		Pending

Request Mode	Date	Job	Start	End	Hours	Notes	Status
07/24/2008 12:21PM	08/15/2008	SSR (Production)			8		Pending
07/24/2008 12:21PM	08/16/2008	SSR (Production)			8		Pending
07/24/2008 12:21PM	08/17/2008	SSR (Production)			8		Pending
07/24/2008 12:21PM	08/23/2008	SSR (Production)			8		Pending
07/24/2008 12:21PM	08/24/2008	SSR (Production)			8		Pending

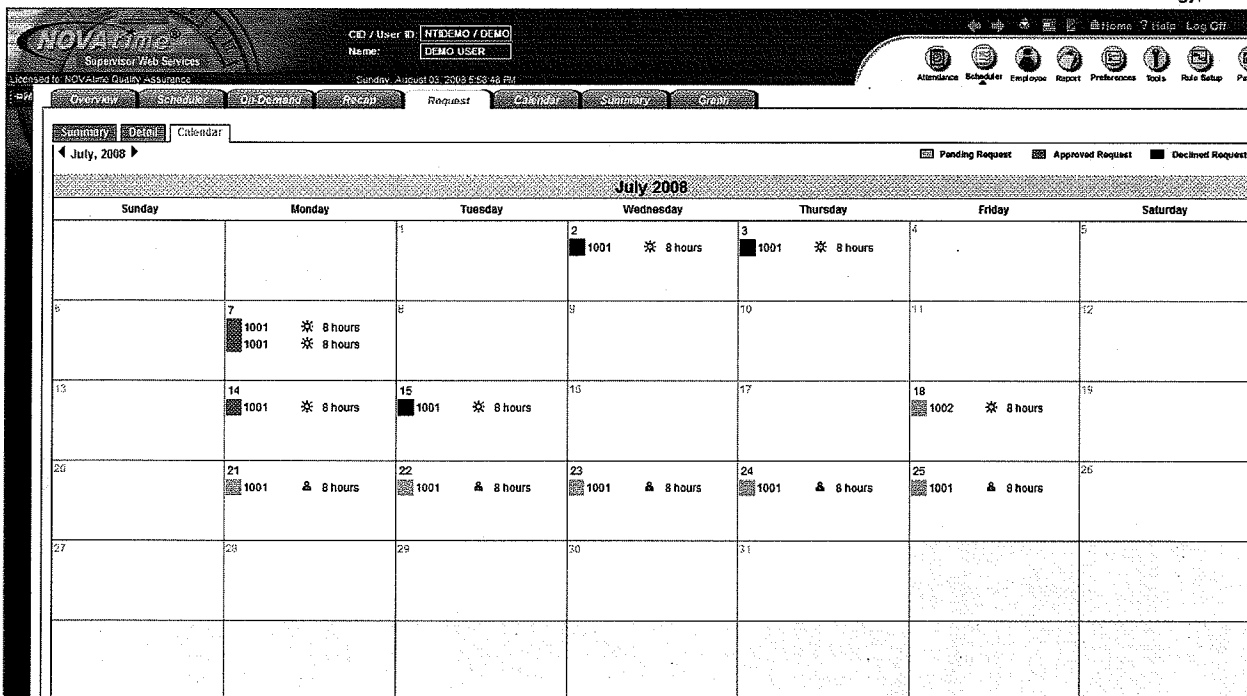
The *Scheduler / Request* page (*Request*) is used to approve or decline employee schedule or time-off requests for current and future weeks. Approved schedule and time-off requests will automatically appear in the employee's schedule, and approved time-off requests will eventually (not immediate) be posted to the employee timesheet for paid hours (Scheduled Pay Codes) to the timesheet. There are two ways to be automatically notified of employee schedule and time-off requests--e-mail (1) and Internal NOVAtime4000 message (2). The system user can also review of the Request / Overview page as needed to see who has made requests.

There are three different Request pages that serve various functions for the request approval process. Once an employee has submitted a request, it is up their assigned requests system user to approve or decline the request as soon as possible. Only one system user can receive automatic notification of an employee's requests, but all system users can quickly review the request status for any employee to which they are assigned to access by the system administrator.

Process Highlights:

1. Easily view requests based on month as well as group by request type.
2. Process requests based on request type, i.e. sick, vacation, FMLA, etc.
3. Individually respond to request and add dynamic messages to the employee which will be delivered via the internal messenger.

NOTES:



Tip: Easily view requests and time off for multiple team members using the Request Calendar.

Supervisor Web Services – Employee Category Overview

The following web pages are available in the Employee category:



- ❖ **Overview Page** – The *Overview* page displays the summary of employees who are or are not using the Employee Web Services (EWS). If no employees are using EWS, then this page may be disabled and not displayed.
- ❖ **General Page** (required) – The *General* page contains employee information that is most required by the NOVAtime4000 system. It includes setup information that is required by the system to identify the employee and calculate the employee's time and attendance.
- ❖ **Personal Page** (optional) – The *Personal* page contains optional employee personal information that is not used directly by the NOVAtime4000 system. Employee contact information and up to four user-defined date and eight user-defined text fields that can be maintained to provide import information to system users in cases of absence or emergency. Employees using EWS may be allowed access to this same page (called "My Profile" in EWS) to either view or update their personal information as needed.
- ❖ **Pay Profile Page** (optional) – The *Pay Profile* page contains optional employee rate / pay related information. Employees may be paid one rate/hour, or they may be paid one of up to ten different rates base on the task or job performed (Group-level 3).
- ❖ **H.R. Profile Page** (required) – The *H.R. Profile* page contains employee date-related information like hire date, last review and raise date, and more.
- ❖ **Reviews Page** (optional) – The *Reviews* page is used to keep a single running memo of meetings and other employee related notes made by system users.
- ❖ **Web Reviews Page** – The *Web Reviews* page is used to keep notes in separate records for meetings and other employee related notes made by system users:
- ❖ **Lockout Page** – The *Lockout* page is used to restrict employee from punching In too early or Out too late using Employee Web Services (EWS) and "push" technology time clocks with lockout capability
- ❖ **Private Messages Page** – The *Private Messages* page is used to send individual messages to employees who are using "push" technology time clocks that support this feature.
- ❖ **Import Emp. Page** – The *Import Emp.* page is used to import employee setup information from an ASCII file created from other systems such as payroll or HR.
- ❖ **Import Accrual Page** – The *Import Accrual* page is used to import initial or on-going employee benefit accrual balance information from an ASCII file created from other systems such as payroll or HR.

NOVAtime
Supervisor Web Services
Licensed to: NOVAtime Quality Assurance

CD / User ID: NTIDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2003 5:03:03 PM

Overview General Personal Pay Profile H.R. Profile Reviews Web Reviews Lockout Private Messages Import Emp. Import Accrual

☒ Active ☒ All 1

ID NAME
1001 JONES, DANA
1002 FREEL, CHERYL
1003 SNOOK, PATRICA
1004 JOHNSON, BRIAN
1005 STEVENS, KATRINA
1007 MILLION, CHERYL
1010 WES, KEN
1011 TERN, DEXTER
1013 MOONEY, NANCY
1014 WRIGHT, JOHN
1016 LYNN, CHRISTINA
1017 WILKINS, SONORA
1018 HADDIX, DONNA
1019 MICHAEL, WILLIAM
1020 FUSSELL, JAMES
1021 DOBERTES, JOHNNIE
1 2 3 4 5 6

Search:

JONES, DANA

Add/Change Picture

New Save Undo

Required Information:

*First Name:	DANA	☒ EWS Access Change Password	
*Last Name:	JONES	*Employee ID:	1001
*Status & Term/Date:	Active	Badge Number:	1001
Assign To:	1026 (Joseph Smith)	S.S.N.:	
Access Group	Emp EC	Job Title:	
Send Schedule / Approval Requests to: DEMO [DEMO USER]			

Work Team

Facility:	100 (Monterey park)	Department:	110 (Administration)
Job:	22C (Operations)	Task:	1 (Field Trip)

Pay Policy / Rule

Pay Policy:	1 (California Rules (d))	Pay Category:	1 (Full Time)
Shift Number:	3 (Dynamic M-F)	Holiday Rule:	1 (Standard)
Pay Type:	2 (Fisa Eligible)	Pay Method:	1 (Hourly)

The *General* page contains employee information that is mostly required by the NOVAtime4000 system. It includes setup information that is required by the system to identify the employee and calculate the employee's time and attendance. Fields that are required are indicated with an asterisk (*), and all the items in the Work Team and Pay Policy / Rule areas are also required. Depending on selection made in the system user's preferences for the Groups/Rules Selection Preference field, most General page fields are selected by either a dropdown list, or a list panel (magnifier button next to the field).

Process Highlights:

1. Filter employee list through company filters as well as search employees based on Employee ID, name, Badge, and more. Employee list window may be 'auto-hidden' to maximize application real-estate.
2. General employee and group information, which will be populated by Workplace.
3. Required NOVAtime policy and payroll information.
4. Easily assign employee ability to use selected clocks. By default, all employee have the ability to use all clocks.

NOTES:

NOVAtime Supervisor Web Services

Card / User ID: NTIDEMO / DEMO
Name: DEMO USER

Logged to: NOVAtime Quality Assurance Sunday, August 03, 2003 6:17:55 PM

Overview General Personal Pay Profile H.R. Profile Reviews Web View Lockout **Private Messages** Import Emp. Import Accrual

☒ Active [X]

Department: 110 [Administration]

NAME

1001	JONES, DANA
1002	FREEL, CHERYL
1003	SNOOK, PATRICA
1013	MOONEY, NANCY
1014	WRIGHT, JOHN
1051	GORESTE, VALENCIA
1053	CREST, AVANLO
1054	TALBOTT, ROGER
1055	SAYSON, TIMOTHY
1056	JONES, SANDRA
1057	GRAND, MARTHA
1058	JOSLUND, JANET
1059	WHITE, EDWARD

Search: [] [GO]

[1001] JONES, DANA

Card Number: 1001 Job: 22c Pay Policy: 1 Shift Number: 3 Pay Category: 1 Holiday Rule: 1

Save Undo

☒ Apply Employee Lockout / Access

Lockout / Access Method

☐ Use Global Lockout
☒ Use Employee Shift/Schedule
☐ Use Global General Information Setup
☐ Use Employee Individual Setup

Individual Information

IN Time (e.g., 8:00AM) A | Allow entry during this period | B OUT Time (e.g., 5:00PM)

☒ Lock IN Lock OUT

Minutes Minutes

A 15 Grace Period B

The **Lockout** page is used to configure the employee's In-early and Out-late punch restrictions that will prevent the employee from punching In too early or Out too late when using Employee Web Services (EWS) and "push" technology time clocks with lockout capability. Employees punches can be restricted based on global lockout or individual schedule settings for their IN and/or OUT punch. If the system was configured for everyone to use Global lockouts, individual selection is automatic and can't be changed.

NOTES:

NOVAtime Supervisor Web Services
CID / User ID: NTIDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2008 8:19:53 PM

Navigation: Overview, General, Personal, Pay Profile, H.R. Profile, Reviews, Web Reviews, Lockout, Private Messages, Import Emp, Import Accrual

Active [X] Department: 110 (Administration)

ID	NAME
1001	JONES, DANA
1002	FREEL, CHERYL
1003	SNOOK, PATRICA
1013	MOONEY, NANCY
1014	WRIGHT, JOHN
1051	GORESTE, VALENCIA
1053	CREST, AVANLO
1054	TALBOTT, ROGER

[1001] JONES, DANA
Card Number: 1001 Job: 22c Pay Policy: 1 Shift Number: 3 Pay Category: 1 Holiday Rule: 1

Save Delete Undo

Date	Time	Message	Read
07/30/2008	12:00AM	Please see HR Manager	☐
07/24/2008	11:26AM	07/14/2008 Request Approved by DEMO	☒
			☐

Add Record

The **Private Messages** page is used to send a private message that only the selected employee will see when he/she uses an assigned time clock that is supported by the NOVAtime4000's private message feature. Messages are active starting with the specified date/time. Once a message has been viewed, the system will update the private message page's "Read" field so that users will know that the message was displayed to the employee (updated based on synchronization settings). Private messages are updated at the time clock at the same time the employees are updated (whenever punches are pushed). Employees only see the message once.

NOTES:

Supervisor Web Services – Report Category Overview

The following web pages are available in the Report category:

Quick Summary Report Generator Scheduled Events

- Report / Quick Summary Page – Ad-hoc quick review of employee hours, schedule, and attendance vs. schedule information.
- Report / Report Generator Page – Ad-hoc report templates covering a wide range of employee reports that can be displayed, printed, save in various file formats, or automatically e-mailed to system users.
- Report / Scheduled Events Page – Review the status of all reports that are scheduled to be e-mail to system users.

Report Generator

The Report Generator page is loaded with powerful reports that can provide system users up-to-date information to help manage their employees. Ad-hoc report templates can be used as is, configured as needed each time the report is needed, or configured report templates could be published for access by the system user that created the report, other selected system users, or all system users.

Report Template List Panel

The report templates are grouped into various categories to make it easier to locate a report based on the kind of report. Access (and display) of the report template categories and their reports depend on system configuration and access settings, so all reports may not be available to the system user.

- Click the + Open button to expand a report template's category and view the report list
- Click the – Close button to close a template's category report list

Report Templates – Report Configuration

Each report template can be run "as is." However, it can be time consuming to reselect the required report parameters each time the report is needed. The following are the key areas to understand about the Report Generator. Options may vary and all areas or selections are not available for all reports.

To configure a report, click on the  edit button next to each report configuration area

- Definition – Report Name (standard or published report name)
- Output Format – Select the report format of PDF, Excel, Rich Text, or HTML
- Primary Filter – Select all employees, employee based on home group assignments, select employees from one of two lists, or based on employee Assign To setup.
- Fields to Display – Employee Setup, or similar fields, to be displayed across the top of the report.
- Additional Filters – Select additional filters to narrow the scope of the report as needed. The available filters will vary with report and primary filter selection.
- Data Selections – These are the report columns that can be selected and ordered as needed for the report. The selections may be different for various reports. To change the displayed order of the selected columns, click on a column name and use the Up/Down arrows as needed.
- Date Range – Select the date range for the report for Today, Yesterday, Current Pay Period, Previous Pay Period, Current Week, Previous Week, Current Month, Previous Month, and Custom date ranges
- Primary Sort – Horizontal sorting and grouping of report data
- Additional Sort – Based on items selected in the Data Selection area. This is for vertical sorting and grouping of report data.

- Additional Options – Page Break selection, Report Message (user input), Decimal Place options, and various summary area options.
 - Of special note is the Number of primary sort items shown as columns feature available on some reports. This option will allow a summary report to display one summarized record per department with the department as part of the record, instead of showing the department as a separate header record with the summary beneath (for example).
- Publish To – Use this area to Publish (save) reports for ease of future use or distribution for other users. Publish to Myself (private), Select Users (private), or All Users (public).

The screenshot shows the NOVAtime Supervisor Web Services interface. The top navigation bar includes the NOVAtime logo, user information (CID / User ID: NTIDEMO / DEMO, Name: DEMO USER), and a date/time stamp (Sunday, August 03, 2009 6:28:22 PM). The main area is titled 'Report Generator' and contains a sidebar with a tree view of report templates. The tree view is expanded to show 'Report Template' with sub-items like 'Time & Attendance', 'Pay Matrix Distribution', 'Management', 'Human Resource', 'Labor Costing', 'Schedule', 'Expense', 'Accrual', 'System Audit Trail', 'Configuration', 'Payroll', 'Point System', and 'Access Control'. The main area has tabs for 'Overview', 'Properties', and 'Preview'. The 'Overview' tab is active, showing a table of 'Public Reports'.

Report Name	Report Type	Description	Created By	Report Scope	Delete
Employee Timecard-untilled	Employee Timecard	DEMO-12/19/2007	DEMO	Shared	Delete
LC Summary Rpt.	Summary ReportLC	DEMO-12/13/2007	DEMO	Shared	Delete

Process Highlights:

1. View previously-saved and published reports in the Published section.
2. Select and modify predefined canned reports.
3. Configure and preview reports within the properties and preview pane.

NOTES:

Supervisor Web Services – Payroll Category Overview

The following web pages are available in the Payroll category:

Process Data Report Export

- Payroll / Process Data Page – This is where the payroll process begins. The payroll process includes some of the same posting features that are available in the Attendance / Posting page, and it conciliates the employees' timesheet information in preparation for creating the payroll report and export file (if applicable).
- Payroll / Report Page – The report page allows the system user to view payroll reports to view and confirm the overall accuracy of the payroll information before exporting data or manually entering it into the payroll system.
- Payroll / Export Page – The Export page is used to export the NOVAtime4000 payroll information into an ASCII file that can be imported into the payroll system—elimination the time and errors associated with manual data entry.

Tip: Before processing payroll, please review the "Timesheet Status" on the Attendance / Summary page to ensure that all timecards have been approved to the level just below "Payroll," unless the company is not using the time approval features. Depending on system configuration, the system will process all timesheet records regardless of timesheet status, only approved timesheet records, or no records if any unapproved timesheet records exist for the selected pay period.

NOTES:

NOVAtime Supervisor Web Services
Licensed by NOVAtime Quality Assurance
City / User ID: NTIDEMO / DEMO
Name: DEMO USER
Sunday, August 03, 2009 6:35:43 PM

Attendance Scheduler Employee Report Preferences Tools Rule Setup

Process Date Report Export

Process | Undo | 5

Note: Before processing payroll, please review "Timesheet Status" on Attendance/Summary page to ensure all timesheets have been approved.

Status: The Generate Payroll Process was completed at 05/01/2007 12:40 PM

Payroll Process Info	1	Payroll Bridge: ULTIPRO Payroll Bridge Update existing payroll file Generate a new payroll file
Pay Period	2	Refresh Period: BI-Weekly (Sun thru Sat [Ref: 01/02/2000]) From: 04/29/2007 To: 05/04/2007
Prepay Rule		Apply Prepay Rule Prior Period: Prepaid Days: 4 Current Period: 0
Special Options	3	☒ Include Processed Punches: Note: This option is based on the system payroll approval method (Configured at Company Setup - System Setup - General) ☐ Do not lock timesheets (Do not change timesheet status to PAYROLL) ☐ Skip Accrual Processing ☐ Post Holiday Pay ☐ Post Auto-Pay ☐ Post Scheduled Paycodes
Filter ☒ Display Active Employees only Reset View	4	Employee: All 1 777888 Pay Policy: All 1 312 Pay Category: All 1 8 Facility: All 100 DEN Department: All 110 IT Job: All 1A MGT Task: All Group Filters based on: Employee Default Transfer Value Pay Code: Pay Method: Pay Type: Emp. Status:

Process Highlight:

1. Select appropriate payroll bridge, and notify the system whether to create new payroll export file or create new one (common in companies using multiple payroll batches)
2. Select current pay period timeframe.
3. Select special processing options as needed.
4. Filter employees as needed.
5. Process Payroll -> View Report to verify Payroll Export -> Export file for payroll execution.

NOTES:

Supervisor Web Services – Misc. Overview

Preferences Category

The following web pages are available in the Preferences category:



- **Preferences / Preferences Page** – The Preferences page is used by the system user to change his or her preferences for various lists, grouping, and display options.
- **Preferences / Groups Page** – The Groups page is used to limit the group selection that a system user is allowed to make in the Detail or Hours time sheet. The benefits are simplifying the use of the system for the system users by limiting their choices, and increased system performance by ensuring only the records needed for use are available.

Tools Category

The following web pages are available in the Tools category:



- **Messenger Page** – Create and send private and public messages to employee and system users

Messenger Page (AWS/SWS only)

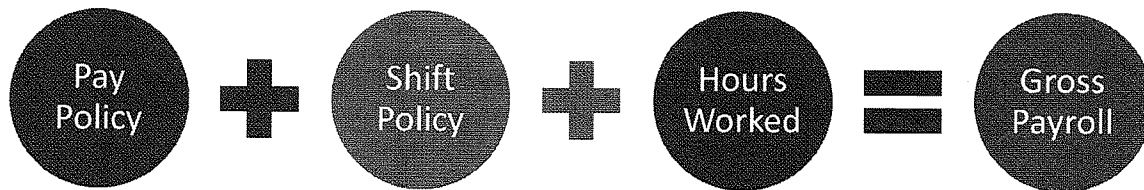
This **Messenger** page allows system users to send each other or their assigned employees public or private messages.

- Public employee messages are viewed on the various EWS login pages by ALL employees
- Public system user messages are viewed on the various AWS and SWS login pages by ALL system users.
- All private messages are only viewed by those employees or system users to whom they were sent. These are internal messages to the NOVAtimeAnywhere web services and are not sent by e-mail.

NOTES:

Rules Category

The Rules category contains the rules specific to the NOVAtime pay calculation engine. Rules setup within the area define how hours worked translate into employee pay.



Secondary rules within this category include setup for:

- Holidays
- Point System

Most rules will be configured by system administrators and not given access to general application users.

NOTES:



May 4, 2010

Ms. Andrea Foren
City of Fayetteville
113 W. Mountain – Room 306
Fayetteville, AR 72701

Re: RFP 10-06 Employee Time & Attendance System Request for Information

Dear Ms. Foren;

Thank you for the opportunity to clarify our response to several outstanding questions proposed by the City. I am confident that you and your evaluation team will find our responses satisfactory particularly when combined with NOVAtime's Software for Life business model that includes: free upgrades, inclusive of professional services, dedicated customer support representative with guaranteed 30 minute response, fixed price implementation inclusive of travel and expenses and unlimited training for life.

Please note that in response to Question 4 (applicant tracking) we can offer some degree of functionality within NOVAtime to meet these requirements at no additional cost. On the other hand, in good faith, we would never represent NOVAtime to be a best of breed provider of applicant tracking software. For true applicant tracking functionality we partner with NEOGOV (www.neogov.com) and have provided an estimated price per employee for this functionality. As we work together to have a better understanding of these requirements we will refine these numbers.

Referencing Questions 8 & 19 regarding certification tracking/notifications and sequencing of call back rotations respectively, this functionality is offered in our Advanced Public Safety Scheduling Module due for release this fall. Outbound telephony capability will be added shortly thereafter. Please keep in mind that our standard scheduling application is included as part of our base system.

On behalf of NOVAtime's management team and entire staff, thank you for the opportunity to earn your business and become a strategic partner to the City of Fayetteville. We are looking forward to ongoing discussions to move this project forward at your earliest convenience.

Sincerely,

Ty Hall
NOVAtime Technology Inc.
Phone: 407-876-4386
Email: ty.hall@novatime.net
thall@governmentsoftwaresolutions.com

1. How does your software provide an avenue to capture data about overtime worked? Such as why it was necessary and what type of work was preformed? Can overtime reason/justifications be table driven with predefined values or is it limited to free form text? Is this typically achieved using cost centers or projects?

Response: The proposed solution allows all hours, including but not limited to overtime, to be allocated to various group levels as worked (Dept, Job, Project, Grant, Fund, etc...). Overtime parameters allow all overtime to require authorization, and when authorized, the system can require the supervisor to select a table driven, pre-defined reason code (selection list) and/or enter an explanation in a free-text field as required by the City.

The screenshot displays the NOVAtime Administrator Web Services interface within a Windows Internet Explorer browser. The URL bar shows <https://online1.novatimeanywhere.com/nova4000/timeanywhere.aspx>. The user is logged in as 'NTL TY / TY' with the name 'Ty Hall'. The interface includes a navigation menu with options like Attendance, Scheduler, Employee, Report, Preferences, EVS Setup, User Setup, Access, Tools, Company Setup, Rule Setup, Expense, NEWS, and Payroll. The main content area is titled 'Consecutive Day' and contains the following sections:

- Multiplier/Authorize:** A table with two columns: 'Overtime' and 'Rate Multiplier'.

Overtime	Rate Multiplier
OT-1	1.5000
OT-2	2.0000
- Overtime Authorization:**
 - ☐ Overtime is not authorized
 - Allow authorization at the timesheet?
 - ☒ Yes
 - ☐ No
 - ☐ Enable Unauthorized O/T Grace Period
 - Grace minutes before Shift Start
 - Grace minutes before Shift End
- Accrual:**
 - Transfer O/T Hours to Accrual?
 - ☐ Yes
 - ☒ No
 - Transfer using Rate Multipliers?
 - ☐ Yes
 - ☒ No
 - Starting from: Overtime-1 (dropdown)
 - Stop at: (dropdown)
 - ☐ Only transfer Authorized Overtime
 - Accrual Code: <-Select-> (dropdown)

The bottom of the browser window shows the taskbar with various icons and the system clock indicating 5:22 PM on 5/3/2010.

TimeAnywhere - Windows Internet Explorer
https://online1.novatimeanywhere.com/nova4000/timeanywhere.aspx

new tampa Sign in File Edit View Favorites Tools Help
Favorites eBay Web Slice Gallery Administrator Web Services Employee Web Services L... Supervisor Web Services L...

Inbox (2) - Yahoo! TimeAnywhere X

NOVAtime Administrator Web Services
Licensed to: NOVAtime Demo Only
Monday, May 03, 2010 2:24:01 PM

CID / User ID: NTL TY / TY
Name: Ty Hall

Home ? Help Log Off

Attendance Scheduler Employee Report Preferences EVS Setup User Setup Access Tools Company Setup Rule Setup Expense NEWS Payroll

System Setup Pay Code Groups Pay Category Holidays Reason Code Expense PR #1 Setup PR #2 Setup Phone - In Lockout Import Groups Super Admin

General Timesheet Date/Time Format Miscellaneous Export EW3 F-Keys Submit Rule

Save Undo Refresh System Settings

Company

Group Setup

Number of Group Used: 8 Timesheet Edit Show on: Group3

Time Keeping	Caption	Full Name	Length	Type	Alignment
GROUP1	Location	Location	6	Character	Right Justify Blank Filled
GROUP2	Department	Department	6	Character	Right Justify Blank Filled
GROUP3	Job	Job	6	Character	Right Justify Blank Filled
GROUP4	Project	Project	3	Character	Right Justify Blank Filled
GROUP5	Task	Task	3	Character	Right Justify Blank Filled
GROUP6	Group6	Group6	3	Character	Right Justify Blank Filled
GROUP7	Group7	Group7	3	Character	Right Justify Blank Filled
GROUP8	Group8	Group8	3	Character	Right Justify Blank Filled

☐ Do not allow a group value to be deactivated if employees are assigned to it.

Field Definitions

User Defined Fields

Approval

Internet | Protected Mode: On
5:24 PM
5/3/2010

- How will your software handle shift changes within in the pay period to offset overtime status? Example officer is scheduled to work 12 hours on Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday and 8 hours on Sunday for a total of 80 hours. Instead he works 12 hours 45 minutes with a cost center of Patrol Day A/ Work at end of shift on the first Monday and then on the following Sunday he worked 11 hours and 15 minutes. We need a mechanism to capture the extra time on the day it is worked and also a mechanism to capture the shift/schedule change to reduce overtime. Do you have experience with this and examples of how other clients have dealt with this issue?

Response: NOVAtime provides for a variety of display exceptions that will alert the employee's supervisor that they worked either a short or long day. The alert can be by way of the system dashboard that displays all employees that have the exceptions, or an automated exception report sent via email. The solution also includes an automated notification service that alerts supervisors of any of their assigned employees that are approaching overtime. The supervisor can then take action to alter the employee's future schedule to reduce or increase the schedule hours as needed to help offset and prevent overtime.

The screenshot shows the NOVAtime Administrator Web Services interface. The dashboard includes several widgets:

- Approaching Overtime:** A widget showing a table of employee overtime data for the week of 04/18/2010 (Sun) to 04/24/2010 (Sat). The table has columns for Employee, Reg Hrs, OT-1, OT-2, and Total Hrs.
- Approval Status:** A widget showing the current pay period (5/2/2010 - 5/8/2010) and total employee count (207).
- Exception Summary:** A widget showing the selected pay period (4/25/2010 - 5/1/2010).
- Approaching Hours:** A widget showing a table of employee overtime data for the week of 04/18/2010 (Sun) to 04/24/2010 (Sat).

Employee	Reg Hrs	OT-1	OT-2	Total Hrs
149482[ANA B SMITH]	44.00	1.90	0.00	45.90
340753[NANCY BOLES]	40.00	5.55	0.00	45.55
351116[TERRY D ADAMS]	40.00	3.93	0.00	43.93

3. How does your software handle shift trades? Example Officer Jones works Officer Smith's shift. Officer Jones should not receive compensation while Officer Smith should receive credit for the hours worked. Please provide details. How is this exported to the payroll system?

Response: NOVAtime allows an employee's work hours to be charged to one pay code that excludes time from payroll and other reports as needed (Officer Jones), and another pay code where time can be charged and included in payroll and on system reports (Officer Smith).

4. Does your software have an applicant tracking functionality? If so, please describe what it does and whether it's part of the core software package versus whether it's an add-on with an additional price. If it's an add-on with an additional price, please disclose the price.

Response: This would be an add-on using a third party partner. NOVAtime does not have an applicant tracking feature however, we are capable of interfacing with any applicant tracking, HR or Payroll system to pass employee master file data into our scheduling, time & attendance system. NOVAtime is able to offer NEOGOV Insight to the City of Fayetteville.

Agencies nationwide are making the switch from their existing systems to NEOGOV's Insight Enterprise Edition because Insight provides them with the tools and usability that they have been without for years.

Insight provides a user-friendly, intuitive interface that your staff will quickly adapt to. Not only will you receive the powerful applicant tracking functionality that your City demands, but you'll also feel secure in knowing that your applicant data is maintained with integrity.

Key Features

- Track applicants by step/hurdle
- Generate e-mail and hard copy notifications
- Maintain detailed applicant history
- Establish and manage eligible and certified lists
- Eliminate data entry with ICR scanning

Key Benefits

- Access applicant information online anytime, anywhere
- Automatically generate applicant notifications
- Ensure timely follow up with your applicants
- Reduce administration time and effort
- Rescue costs associated with manual processes

Additional Features and Functionality

Track Applicants by Step/Hurdle Insight's refreshing web-based interface makes it easy to clearly view applicant progress throughout the entire recruitment process.

Generate E-Mail and Hard Copy Notifications Easily generate applicant notifications in Word or WordPerfect. For applicants who provide an email address, you can generate and distribute email notifications, significantly reducing postage, printing and mailing costs.

Schedule Written, Oral and Other Exams Easily schedule and track applicant exam dates and locations. Insight's user-friendly interface makes it easy to manage applicant exam information electronically.

Automatically Maintain Detailed Applicant History With all of your applicant information in one repository, Insight makes it easy to clearly view the applicant history for any of your applicants in the system.

Track Applicant Skills When trying to fill a position, the information stored in your database is crucial. With Insight, you can effectively gather and search applicant information, qualifications and skills.

Scanning Applications and Other Documents Easily scan in all hard copy application material. With Intelligent Character Recognition (ICR), you can eliminate all manual data entry of applicant demographic information.

Estimated Cost: \$25.00 per applicant plus implementation and training. Additional information is required to refine this quote. Cost per applicant could be reduced by 20% or more based on the City's requirements.

5. Does your software have an absence/attendance tracking functionality? If so, please describe what it does and whether it's part of the core software package versus whether it's an add-on with an additional price. If it's an add-on with an additional price, please disclose the price.

Response: Yes. NOVAtime includes absence and attendance tracking including a point system feature that allows attendance tracking rules and milestones to be defined based on exceptions (Tardy, missed-punch, long meal, etc.), reason codes, and pay codes. When an employee reaches a milestone, the system uses MS Mail-merge functionality to populate a word template document with the employee's attendance information that contains the City's letterhead and verbiage for the specified attendance milestone. It also includes a perfect attendance award feature that can be configured to award a bonus paid amount or comp-time based on a specified length of time and include an additional level that is achieved when an employee goes for an entire year without violating the City's defined attendance policies.

The screenshot displays the NOVAtime Administrator Web Services interface within a Windows Internet Explorer browser. The URL is <https://online1.novatimeanywhere.com/nova4000/timeanywhere.aspx>. The user is logged in as 'NTL TY / TY' with the name 'Ty Hall'. The interface shows a navigation menu with options like Shift, Policy, Holiday Rule, Accrual, Pay Matrix, and Point System. The 'Point System' tab is active, showing a list of point rules. The selected rule is '1 - Excessive Tardies'. The configuration for this rule is shown on the right, including a 'General' section with 'Point Calculation is based on' set to '#Days', and a list of rules: '1. After 1 day(s), issue 0.00 point(s)', '2. After 0 day(s), issue 0.00 point(s)', and '3. Each day thereafter, issue 0.00 point(s)'. There is also an 'Excused Codes' section with 'Others' listed.

Also included and available to employees and supervisors is the breakdown of an employee's various pay code hours and all defined exception codes by day of the week for any date range as required (a year for example). Employees and supervisors can reviews an employee attendance habits and make corrections before it becomes an issue.



6. Does your software have a "employees can request time off" functionality? If so, please describe what it does and whether it's part of the core software package versus whether it's an add-on with an additional price. If it's an add-on with an additional price, please disclose the price.

Response: Yes. NOVAtime includes an employee leave request feature that allows employee to request time-off from a computer using Employee Web Services or a time clock (NT6500), and they can also use it to request a schedule change (computer only). When an employee makes the request, the system will automatically send an internal system message and e-mail to alert the employee's supervisor. The supervisor is also reminded about pending requests on the system dashboard. Once the supervisor approves or declines the request, an internal system message and email is automatically sent back to the employee. Employees may also review the status of a request at the time clock or computer using Employee Web Services. Once a request is approved, it is immediate and automatically becomes a part of the employee's schedule. If the employee has an available balance, the system will automatically post it to the employee's timesheet (system configuration). If the employee does not have time available, the system will have alerted the employee and the supervisor at the time of request.

The screenshot displays the NOVAtime Employee Web Services interface in a web browser. The user is logged in as SMITH, JANA B. The interface shows a 'Request' tab with a 'Multiple' selection. A table for 'Vacation[8.00 Hours]' is visible, with columns for 'Please insert template' and 'Please insert template'. Below this, a 'Week Of' dropdown is set to '05/23/2010 (Sun)-05/29/2010 (Sat)'. A 'Pending Request' section shows a calendar view for the week of May 23-29, 2010, with a 'Vacation' request for 8.00 hours on Friday, May 28, 2010. An 'Approved Request + Schedule' section shows a table with columns for 'Pay Code', 'Code', 'Last Post Date', 'Post Type', 'Accrued/Used', 'Available', and 'Notes'. The table contains one row for '2[VACA]' with a 'VACATION' code, a 'Last Post Date' of '04/25/2010', and a 'Post Type' of 'U'. The 'Accrued/Used' column shows '80.00' and the 'Available' column shows '80.00'. The interface also includes a 'Calendar' tab and a 'Schedule' tab.

Pay Code	Code	Last Post Date	Post Type	Accrued/Used	Available	Notes
2[VACA]	VACATION	04/25/2010	U	80.00	80.00	

7. Does your software have a "supervisors can set up employee work schedules" functionality? If so, please describe what it does and whether it's part of the core software package versus whether it's an add-on with an additional price. If it's an add-on with an additional price, please disclose the price.

Response: Yes. NOVAtime includes many standard employee scheduling features. Employees are assigned to a one-time base schedule (fixed or rotating), and if they normally follow that schedule not further action is required. If an employee changes for one day, a supervisor can change just that day of for the week. In cases where an employee's schedule changes from day-to-day of period-to-period, the supervisor can quickly select which employees to apply a week's schedule to and quickly make and apply changes for that week. A week (or multiple weeks) can also be copied to other weeks in cases where a schedule is repeated or requires few changes. Schedules may also be altered after-the-fact, and timesheets quickly recalculated to reflect the changes to the schedule. Employee can review schedules real-time at the time clock (NT6500) or using the Employee Web Services.

The screenshot displays the NOVAtime Supervisor Web Services interface in a web browser. The interface includes a navigation bar with tabs for Scheduler, Recap, Request, and Graph. A sidebar on the left lists active employees with their IDs and names. The main area shows a weekly schedule grid for the week of May 2, 2010, to May 8, 2010. The grid columns represent the days of the week, and the rows represent individual employees. Each cell in the grid contains the employee's name and their assigned schedule for that day. For example, Steve Amberwood is assigned as a Guidance Counselor from 08:00AM to 05:00PM every day. The interface also includes a search bar and various control buttons like Save, Undo, and Add / Maintain Templates.

Employee	Sunday 05/02/2010	Monday 05/03/2010	Tuesday 05/04/2010	Wednesday 05/05/2010	Thursday 05/06/2010	Friday 05/07/2010	Saturday 05/08/2010
[57076] Steve Amberwood		[S] 08:00AM-05:00PM Guidance Counselor	[S] 08:00AM-05:00PM Guidance Counselor	[S] 08:00AM-05:00PM Guidance Counselor	[S] 08:00AM-05:00PM Guidance Counselor	[S] 08:00AM-05:00PM Guidance Counselor	
[149482] Ana B Smith		[S] 08:00AM-05:00PM Sub Secretary	[S] 08:00AM-05:00PM Sub Secretary	[S] 08:00AM-05:00PM Sub Secretary	[S] 08:00AM-05:00PM Sub Secretary	[S] 08:00AM-05:00PM Sub Secretary	
[340753] Nancy Boles		08:00AM-12:00PM Teacher					
[340759] Dennis Trenton		[S] 08:00AM-05:00PM Grant Fund Site Coordinator	[S] 08:00AM-05:00PM Grant Fund Site Coordinator	[S] 08:00AM-05:00PM Grant Fund Site Coordinator	[S] 08:00AM-05:00PM Grant Fund Site Coordinator	[S] 08:00AM-05:00PM Grant Fund Site Coordinator	
[351116] Terry D							

8. Does your software have career development functionality (tracking and running reports on employee licenses, certificates, education, training, qualifications, etc.)? If so, please describe what it does and whether it's part of the core software package versus whether it's an add-on with an additional price. If it's an add-on with an additional price, please disclose the price.

Response: Yes. NOVAtime allows employee career information to be defined for up to 8 different user-defined levels that can be used to track each employee career levels/licenses. An employee report can be generated to list each employee's current level for any of these eight levels.

Additional functionality is offered using NOVAtime's Advanced Scheduling module. Functionality includes the ability to track certification requirements by employee and position, create notifications and alerts to expiration of certifications by employee, alignment of scheduling demands with employee availability and qualifications to ensure optimal coverage at minimal costs while maintaining compliance with federal/state labor law and collective bargaining agreements. Additional cost for the Advanced Public Safety Scheduling Module: \$21,000.00

9. Please explain the approval process for your software including timesheet approvals and, if applicable, employee request for time off from question # 6 above. Additionally, detail how the approval process functions in your software if the supervising employee is absent. Can a supervisor proxy approval rights to another user?

Response: NOVAtime allows for 2 system-level (timesheet opened and processed to payroll, one employee-level (Submit), and 1-5 user-defined supervisor timesheet approval levels. Employees' can submit their timesheet from the time clock (NT6500), or using Employee Web Services. When using Employee Web Services to submit a timesheet, the system can display a user-defined acceptance message to which the employee accepts that the timesheet is accurate for payment. The employee's supervisor can then approve the employee's timesheet, which "locks" the timesheet from any future edits at the supervisor's level. Payroll administrator can still edit or "roll" the timesheet back from the supervisor to make the edit and re-approve the timesheet. A complete audit trail of the approval process is tracked and available for display as needed.

Timesheet Approval: The system can prevent timesheets from being approved that when they have absences or missing punches. The system can be further configured so that the supervisor can't approve a timesheet until an employee first submits it. Another feature allows supervisors to edit and approve only the time records for any employee that had time charged to their assigned department (any group level). Once a timesheet is processed to payroll, it is locked from all changes (except payroll admin). A standard retro-pay feature allows adjustments to be made to previous pay periods as needed, with the adjustment automatically included in the next payroll process.

Absent Employees: When an employee is absent and the timesheet needs to be approved (and is), the system will automatically prompt the employee the next time they punch to approve the “attested” timesheet after the fact.

Absent Supervisors: Each supervisor can have one or more “delegated” system users that can review and maintain the absent supervisor’s employee timesheet information. A delegated supervisor can be based on date range (say for a schedule vacation), or if the supervisor is in the system as an employee, a delegate can be triggered when the supervisor is recorded as being out. The system allows for the definition of which of the supervisor’s employee’s the delegate will be able to view, and complete separate security access to limit the delegate to only the areas of the system that require their attention in the supervisor’s absence.

The screenshot displays the NOVAtime Administrator Web Services interface within a Windows Internet Explorer browser. The URL bar shows <https://online1.novatimeanywhere.com/nova4000/timeanywhere.aspx>. The user is logged in as 'NTL TY / TY' with the name 'Ty Hall'. The interface includes a top navigation bar with links like Home, Help, Log Off, and various system modules. The main content area is titled 'System Setup' and contains several tabs: General, Timesheet, Date/Time Format, Miscellaneous, Export, EWS F-Keys, and Submit Rule. The 'Approval' section is currently active, showing fields for 'Approval Type' (set to 'Not Defined'), 'Payroll / Approval Method' (set to 'Process all records regardless of approval status'), and 'Number of Approval levels' (set to 'Process all records regardless of approval status'). Below these, there are four levels of approval: Level1 (OPEN), Level2 (SUBMIT), Level3 (Approved), and Level4 (PAYROLL). The 'Approval Group on:' field is set to '<- Select ->', with a note to 'Go to User Setup/Employee page and enable the Approval Group Filter feature and select the appropriate group records.' The bottom status bar indicates 'Internet | Protected Mode: On' and the time '6:09 PM 5/3/2010'.

10. How many approval levels are available? Can a rule or event trigger a higher level approval requirement? For example, if a change in schedule or approval for a specific hours coding requires a higher level approval than the immediate supervisor, can the system route that timesheet to a higher level for approval?

Response: NOVAtime allows for a total of 8 approval levels; 2 system-level (timesheet opened and processed to payroll, one employee-level (Submit), and 1-5 user-defined supervisor timesheet approval levels. We do not have an event trigger for this, and the approval process for requests is only a single level. Timesheets have 8 which is the final approval to be paid, but not schedules. Functionality to alert other user levels that it is time to approve a timesheet and/or route it to a different level would require additional development. Estimated cost to program "Event Triggered Alerts": \$2,400.00

The screenshot shows the NOVAtime Administrator Web Services interface. The main content area is titled 'Approval' and contains the following fields:

- Approval Type: Not Defined
- Payroll / Approval Method: Process all records regardless of approval status
- Number of Approval levels: 4
- Level1: OPEN
- Level2: SUBMIT
- Level3: Approved
- Level4: PAYROLL
- Approval Group on: <-- Select -->

The interface also includes a top navigation bar with links like Home, Help, Log Off, and a sidebar with links like System Setup, Pay Code, Groups, Pay Category, Holidays, Reason Code, Expense, PR #1 Setup, PR #2 Setup, Phone - In, Lockout, Import Groups, and Super Admin. The bottom status bar shows the date and time as 6:10 PM 5/3/2010.

11. Is there a mechanism or report for tracking approvals of timesheets? How would payroll easily know that everyone has approved their timesheets—or that a few people have not approved their timesheets—or that time is ready to be exported?

Response: NOVAtime allows for a complete audit trail of the approval process. The approval process is tracked and available for display on the employee timesheet and on an approval audit report. All timesheet approval status level changes, up or down, are tracked for review as needed.

Payroll personnel have access to an approval status dashboard gadget that will numerically and graphically display the configured approval levels. All levels (except for the one just below “payroll”) should show the number of timesheets at those levels as zero—this means that all timesheets are ready to be processed by payroll. If any level is NOT equal to zero, the payroll user simply clicks on that displayed level and the system will automatically navigate the payroll user to the display of the employees whose timesheet have not complete the approval process. The payroll user can either approve the timesheets or contact the appropriate employee or supervisors as required.

Note: Supervisors can view this same display to ensure that all of their employees have properly submitted their timesheets.

The screenshot displays the NOVAtime Administrator Web Services interface. The top navigation bar includes links for Home, Help, and Log Off. The main content area is divided into several sections:

- Approval Status:** Shows the current pay period (5/2/2010 - 5/8/2010) and total employee count (207). It features a flowchart with four stages: OPEN (3), SUBMIT (0), PAYROLL (0), and Approved (0).
- Approaching Overtime:** A table showing employee overtime status for the week of 04/18/2010 (Sun) to 04/24/2010 (Sat). The threshold is 40 hours.
- Exception Summary:** Shows the selected pay period (4/25/2010 - 5/1/2010) and the last update (04/29/2010 11:08AM).

Employee	Reg Hrs	OT-1	OT-2	Total Hrs
149482[ANA B SMITH]	44.00	1.90	0.00	45.90
340753[NANCY BOLES]	40.00	5.55	0.00	45.55
351116[TERRY D ADAMS]	40.00	3.93	0.00	43.93

The interface also includes a sidebar with various tools and a bottom status bar showing the date and time (6:10 PM 5/3/2010).

12. How do you process comp time? When an employee reviews his timesheet prior to submission, can they choose to bank comp time rather than receive overtime? How does the approval process work for banking comp time? How does the approval process work if the employee wants to use banked comp time?

Response: NOVAtime allows for defined levels of overtime to be configured to automatically go to comp-time. When overtime is achieved, employees can be given access the timesheet ONLY for the purpose of selecting which overtime hours should go to comp-time for a given day of the pay period, and the system will automatically subtract the selected hours from the employee paid hours. A complete audit trail is provided for this and all timesheet additions or changes. We can send overtime to com-time and an employee can decide which hours to get paid comp-time and which ones to be paid; but it is currently only done by using a pay code that does not go to our system's comp-time—just to payroll. Functionality to send to comp time OR payroll would require additional development. Estimated cost: \$2,000.00.

The screenshot displays the NOVAtime Administrator Web Services interface. The browser window shows the URL <https://online1.novatimeanywhere.com/nova400/timeanywhere.aspx>. The user is logged in as 'NTL TY / TY' with the name 'Ty Hall'. The interface features a navigation bar with various modules like Attendance, Scheduler, Employee, Report, Preferences, EWS Setup, User Setup, Access, Tools, Company Setup, Rule Setup, Expense, NEWS, and Payroll. The main content area is divided into tabs: Shift, Policy, Holiday Rule, Accrual, Pay Matrix, and Point System. The 'Policy' tab is selected, showing a list of policies on the left and a detailed configuration for 'Pay Policy: 1 - DEFAULT PAY POLICY' on the right. The configuration includes options for 'Daily' and 'Weekly' overtime calculation, a 'Does this employee receive overtime on a weekly basis?' checkbox, and a section for 'Overtime-1 Calculation' with three steps. There are also checkboxes for 'Accumulate weekly O/T to a specific day' and 'Enable Additional Weekly Distribution rule'. A 'NOTES' section at the bottom provides additional context.

13. Does the application contain a calendar that shows the employee schedules? For example, can a fireman look ahead at future fire shifts to find days that need to be requested off before submitting a vacation request?

Response: The proposed solution allows employees and supervisor to review the employee's schedule in calendar format for as far in the future as required. Changes are reflected in real-time, and approved time-off requests or schedule change requests become a part of the schedule.

TimeAnywhere - Windows Internet Explorer
https://online1.novatimeanywhere.com/nova4000/timeanywhere.aspx

TimeAnywhere
Tuesday, May 04, 2010 5:15:13 AM
CID / Emp ID: NTI_TY / 149482
Name: SMITH,ANA B

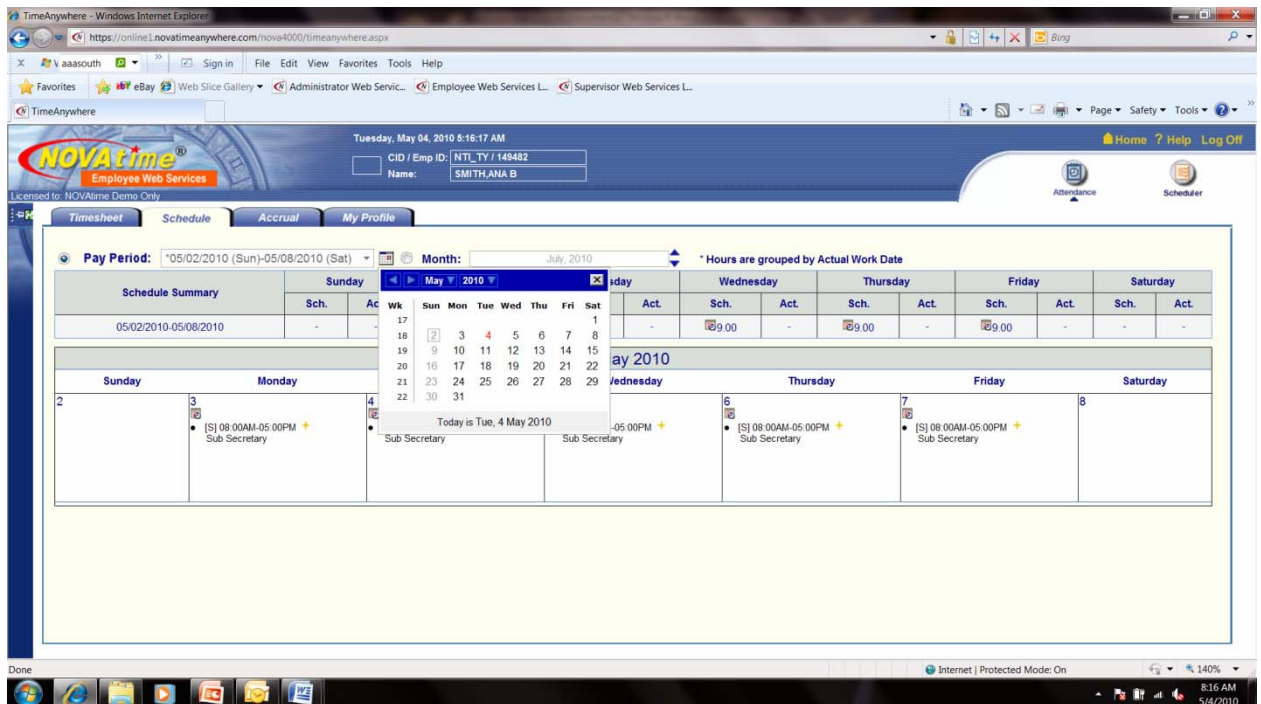
NOVAtime Employee Web Services
Licensed to: NOVAtime Demo City

Schedule Summary	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.	Act.	Sch.	Act.
04/25/2010-05/01/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
05/02/2010-05/08/2010	-	-	09:00	-	09:00	-	09:00	-	09:00	-	09:00	-	-	-
05/09/2010-05/15/2010	-	-	09:00	-	09:00	-	09:00	-	09:00	-	09:00	-	-	-
05/16/2010-05/22/2010	-	-	09:00	-	09:00	-	09:00	-	09:00	-	09:00	-	-	-
05/23/2010-05/29/2010	-	-	09:00	-	09:00	-	09:00	-	09:00	-	09:00	-	-	-
05/30/2010-06/05/2010	-	-	09:00	-	-	-	-	-	-	-	-	-	-	-

May 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 [S] 08:00AM-05:00PM Sub Secretary	4 [S] 08:00AM-05:00PM Sub Secretary	5 [S] 08:00AM-05:00PM Sub Secretary	6 [S] 08:00AM-05:00PM Sub Secretary	7 [S] 08:00AM-05:00PM Sub Secretary	8
9	10 [S] 08:00AM-05:00PM Sub Secretary	11 [S] 08:00AM-05:00PM Sub Secretary	12 [S] 08:00AM-05:00PM Sub Secretary	13 [S] 08:00AM-05:00PM Sub Secretary	14 [S] 08:00AM-05:00PM Sub Secretary	15
16	17 [S] 08:00AM-05:00PM Sub Secretary	18 [S] 08:00AM-05:00PM Sub Secretary	19 [S] 08:00AM-05:00PM Sub Secretary	20 [S] 08:00AM-05:00PM Sub Secretary	21 [S] 08:00AM-05:00PM Sub Secretary	22
23	24 [S] 08:00AM-05:00PM Sub Secretary	25 [S] 08:00AM-05:00PM Sub Secretary	26 [S] 08:00AM-05:00PM Sub Secretary	27 [S] 08:00AM-05:00PM Sub Secretary	28 [S] 08:00AM-05:00PM Sub Secretary	29

Done
Internet | Protected Mode: On
8:15 AM
5/4/2010



14. Do you collect data prior to the start of the onsite work? Will there be surveys that must be completed and timetables for the completion?

Response: The NOVAtime Professional Services team will provide a system discovery survey form and also schedule a system discovery meeting to review and assist with refining the information collected. Based on an agreed-to timeline (typically 2-4 weeks), the research and completed survey should be returned to NOVAtime by the prescribed deadline to help keep the implementation schedule on track. NOVAtime then uses the completed survey to configure the system.

15. Do you routinely recommend running a test payroll as part of your implementation process?

Response: Yes. The NOVAtime Professional Services team will configure the system and involve the city's payroll department in parallel testing of the system. This effort includes creating a test payroll file for import into the payroll application before product installation and training. This will help to ensure that the system is functioning properly based on surveyed pay rules and system functionality, including payroll, before the system is implemented in the City's facilities (software only).

16. Can your system support the unique Fire Department work schedule (24 on /48 off) ? Can your system support modifications to the aforementioned uniform personnel schedule, in the event that the City elects to adopt an alternate tour of duty for shift firefighters and/or establishes a different work period as allowable under section 7(k)?

Response: Yes. NOVAtime allows employees to be scheduled based on any kind of rotation required, and the rotation can be altered at any time in the future.

17. How does your system process non-scheduled miscellaneous hours, such as on-call work after hours and telephone calls at home for non-exempt employees?

Response: NOVAtime allows for automation of on-call hours (automatically pays defined hours) and call-back (minimum hours). Employees that work off-site can use their home computer or use the NOVAtime Phone-in system to record their In/Out punches real-time (based on security access settings), or they can be provided access to an hour's entry timesheet to manually add their hours to the specified pay code. The solution also allows for any user-defined pay codes that can be used to track time for various payroll purposes.

The screenshot displays the NOVAtime Administrator Web Services interface within a Windows Internet Explorer browser. The user is logged in as 'NTL TY / TY' with the name 'Ty Hall'. The interface shows the 'On-Call' tab for 'Shift: 1 - DEFAULT SHIFT'. A table lists the days of the week with checkboxes for 'Workday' and columns for 'Guar Hrs (Level 1)', 'Pay Level (Level 1)', 'Guar Hrs (Level 2)', 'Pay Level (Level 2)', and 'Rate'. The 'Rate' column shows '0' for all days.

Day	Workday	Start Time	End Time	Guar Hrs (Level 1)	Pay Level (Level 1)	Guar Hrs (Level 2)	Pay Level (Level 2)	Rate
Sun	☐			0.00	0	0.00	0	0
Mon	☐			0.00	0	0.00	0	0
Tue	☐			0.00	0	0.00	0	0
Wed	☐			0.00	0	0.00	0	0
Thu	☐			0.00	0	0.00	0	0
Fri	☐			0.00	0	0.00	0	0
Sat	☐			0.00	0	0.00	0	0

18. Can your system accommodate modified work schedules associated with civil service training leave and light duty assignments due to worker's compensation? How does your system report hours worked for 24 hour shift employees during the daylight savings time change?

Response: NOVAtime includes the ability to schedule any form of leave, training, or other schedule event classification. Any employee that works across the daylight savings time will automatically have their hours associated with that day adjusted +/- 1 hour as appropriate.

19. Does your system include staffing modules to aide in the management of complex work schedules? For example, recording personnel sequence for call back rotation to cover vacancies necessary to meet minimum staffing requirements for Fire and Police employees? If so, are those modules included in the pricing provided in your company's proposal?

Yes. NOVAtime's Advanced Scheduling module (due for release in the Fall, 2010) handles call back rotations to meet minimum staffing requirements for public safety. We believe that there is a significant benefit to the City to have a single system with a consistent look and feel that meets the scheduling requirements of public safety and the timekeeping requirements of the City. By providing a unified solution in a single database, end user training and support are simplified. There is tremendous value in having a single database that stores schedule and timesheet data for grant tracking and reporting purposes. Estimated Cost: Please see response to Question 8 for pricing.

Alternatively, NOVAtime can sub-contract with Atlas Business Solutions (ABS) www.scheduleanywhere.com to import schedules (ASCII file) from Schedule Anywhere. Estimated Cost: \$21,000.00

20. Please provide three references of municipal clients for which your system has been successfully implemented to process time and attendance for both civilian and uniformed civil service employees.

Response: NOVAtime's public sector practice is growing. In the past 3 months we have created a dedicated government sales team who proactively sells to government. This team has completed the process of getting NOVAtime 4000 approved by the Federal GSA and pricing posted on the GSA's website, www.gsaadvantage.gov

NOVAtime and NOVAtime authorized resellers have also recently been awarded projects at Pittsburgh Parking Authority, City of Norwalk, CT and Warren County, NY. Norwalk and Warren County include civilian and public safety employees.

Our decision to create this focused division within the company was based on the unique requirements of government and the recent success we have seen in this vertical. We also believe that our soon to be released (Fall, 2010) Advanced Public Safety Scheduling module will be a high impact solution for police, fire and EMS because it delivers a unified, single vendor, single database solution that addresses civilian timekeeping and complex uniformed civil service scheduling requirements. To our knowledge, no other company can offer true public safety scheduling as part of the time and attendance solution.

A partial listing of our public sector client list is below. We will be happy to provide specific contact information following the demonstration phase or upon request:

- City of Talequah, OK –City Government
- Shelby County, TN – County Government
- Kittitas County, WA – County Government
- Hillsboro, OR – City Government (implementing)

21. The City currently requires both exempt and non-exempt personnel to accurately record actual time worked. Does your system provide a mechanism for exempt employees to record actual time but to only export 40 hours per week? Does it have the ability to enforce that they report a minimum of 40 hours per week? Does it include the ability for hourly employees to work less than 40 hours but to export 40 regular hours to our payroll system (solid waste).

Response: NOVAtime allows exempt employees to work hours as required for various reporting purposes, and have their hours automatically adjusted so that only the configured amount of hours are exported to payroll. If an exempt employee does NOT work a defined number of hours, the system can include the amount short for reporting purposes and the payroll process. If an hourly employee is guaranteed 40 hours, the system can pay the employee 40 hours even when short based on a defined maximum short amount as required.

22. Does your system offer customized reports for labor analysis, absentee management, etc. without the need for complex programming? If so, please provide an example(s).

Response: Yes. NOVAtime uses a report generator template tool to provide a wide variety of system reports for all aspects of the system scope of use. Report filters and the columns and column order can be selected for each report, as well as the sort groupings and date range. This allows the standard report templates to be configurable without the need for a complicated report writer utility. Reports can then be published to the user, other selected users, or all system users, or the report can be scheduled to be automatically emailed to system users. All reports can also be configured to be exported in an .XLS or .CSV file format for use in other systems if required.

The screenshot displays the NOVAtime Administrator Web Services interface within a Windows Internet Explorer browser. The interface includes a navigation menu on the left with categories like 'Time & Attendance', 'Management', 'Human Resource', 'Labor Costing', 'Schedule', 'Expense', 'Accrual', and 'System Audit Trail'. The 'Monthly Attendance Summary' report is selected under 'Time & Attendance'. The main content area shows the 'Properties' tab for this report, with fields for 'Definition', 'Output Format', 'Primary Filter', 'Additional Filters', 'Date Range', 'Primary Sort', and 'Additional Options'. The 'Output Format' is set to 'Default', and the 'Primary Filter' is set to 'Employee: All 207 Selected'. The 'Date Range' is set to 'Current Month'. The 'Primary Sort' is set to 'None'. The 'Additional Options' section shows 'Decimal Places' set to '2'. The interface also includes a top navigation bar with links for 'Home', 'Help', 'Log Off', and various system settings like 'Attendance', 'Scheduler', 'Employee', 'Report', 'Preferences', 'EVS Setup', 'User Setup', 'Access', 'Tools', 'Company Setup', 'Rule Setup', 'Expense', 'NEWS', and 'Payroll'.

Revised Project Pricing EXAMPLE Including Public Safety Scheduling

Description	Qty	Details	Total
Software:			
NOVAtime 4000 License Purchase for 750 employees	1		\$38,775.00
-NOVAtime 4000 License Purchase for 750 Accounts	1		Included
-NOVAtime 4000 Scheduling	1		Included
-NOVAtime 4000 Leave Management (Accruals)	1		Included
-NOVAtime 4000 Attendance Tracking	1		Included
-Interfaces – NEW WORLD SYSTEMS	1		Included
NOVAtime 4000 Advanced Public Safety Scheduling			\$27,500.00
Software Discount			-\$14,255.00
Software Total			\$52,020.00
Hardware:			
- NT6500-Barcode			TBD
Hardware Discount			
Hardware Total			
Services:			
Implementation Services and Training			\$21,000.00
Project Management			Included
Total Implementation			\$21,000.00
Annual Maintenance			
Software Annual Maintenance - 1 Year			\$13,255.00
Hardware Annual Maintenance – 1 Year - Bronze			TBD
Total Annual Maintenance			
Delivery			TBD
Grand Total			\$86,275.00

City of Fayetteville
RFP 10-06, Employee Time & Attendance System
Request for Additional References – 05.28.10

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: NOVAtime Technology INC.
BUSINESS ADDRESS: 1255 Corporate Center Drive, Monterey Park, CA 91754
NUMBER OF YEARS IN BUSINESS: 11 HOW LONG IN PRESENT LOCATION: 11
TOTAL NUMBER OF CURRENT EMPLOYEES: 50 FULL TIME 0 PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3-5 FULL TIME 0 PART TIME

PLEASE LIST REFERENCES OF OTHER CITIES THAT YOU HAVE IMPLEMENTED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST TWO (2) YEARS (All fields must be completed):

1. Kittitas County
COMPANY NAME

Ellensburg, WA 98926
CITY, STATE, ZIP

Judy Pless, Budget + Finance Mgr
CONTACT PERSON

509-962-7502
TELEPHONE

Approx 2008 (750 employees)
Year and month implementation started

Judy.Pless@co.kittitas.wa.us
E-MAIL ADDRESS

3. City of Hillsboro
COMPANY NAME

Hillsboro, OR 97123
CITY, STATE, ZIP

Rick Waibel
CONTACT PERSON

503-715-7182
TELEPHONE

2010 (Implementing) (2000 employees)
Year and month implementation started

Rickw@ci.hillsboro.or.us
E-MAIL ADDRESS

2. Colorado State University
COMPANY NAME

Fort Collins, CO 80523
CITY, STATE, ZIP

Jeff Sutton
CONTACT PERSON

970-491-0061
TELEPHONE

Approx 2008
Year and month implementation started

Jeffrey.sutton@colostate.edu
E-MAIL ADDRESS

4. Xavier University
COMPANY NAME

Cincinnati, OH 45207
CITY, STATE, ZIP

Larry Prues
CONTACT PERSON

513-745-3207
TELEPHONE

Approx 2008
Year and month implementation started

PruesL@xavier.edu
E-MAIL ADDRESS

Additional Public Sector References
(Contact information available upon request)

- City of Talequah, OK –City Government
- Shelby County, TN – County Government
- Kittitas County, WA – County Government
- Organization Cook County Clerk, Chicago, IL - County Government
- City of Norwalk, CT – City Government (Implementing through reseller)
- City of Pittsburgh Parking Authority – City Government (Implementing through reseller)



NOVAtime Technology, Inc. Agenda

NOVAtime Attendees:

Ty Hall, Director - Public Sector
Chris McManus, Sr. Application Specialist

- **Introductions and Corporate Overview**
 - NOVAtime's Unique Value Proposition to Government:
Software for Life
- **Data Collection - Time Clock, Telephone, Web**
- **Employee Self Service:**
 - View Timesheets – Transfers – Schedules - Benefit balances
 - Request time off - Approvals
- **Supervisor's Dashboard:**
 - Exceptions - Missed Punches – Transfers - Vacation Requests
 - Time Card Approvals
- **Scheduling**
- **Reporting**
- **Implementation, Training Discussion**
- **Wrap up - Next Steps**

NOTES:

- **Unlimited Training for Life**
- **Never Charges for New Version Releases – Software for Life**
- **Dedicated Customer Service Representative**
- **Guaranteed 30 Minute Support Response**
- **Implementation is a Fixed Price – You Never Pay More!**



Key Elements of NOVAtime's Unique Value Proposition –

A Business Model with Government in Mind

When comparing the cost of different time and attendance systems to NOVAtime 4000Star it is sometimes difficult to compare apples to apples. One of the major challenges government finance officers and CIO's face is requesting additional funding for upgrades and training from the legislative body, council and/or board. With NOVAtime, you can be sure that no additional funding will ever need to be requested, thus providing credibility to the partnership in the eyes of our elected officials. Here are some of the differences that set us apart from our competitors:

Free Upgrades for Life: NOVAtime clients receive all future version releases at no charge. This includes the software, our time to install the new version on your system and any additional online training. This provides a tremendous degree of budgeting certainty for your IT department as you plan for projects in coming years.

Free Training for Life: NOVAtime will provide unlimited online and remote training for as long as you are a client. This is especially important when you begin to use new features and functionality in your system that may not have been covered during the initial training during implementation.

Fixed Implementation Cost: NOVAtime guarantees that the implementation cost that we quote will be the only cost that you pay to implement your system. Even if we run into unexpected complexities or other issues, we will not come back to you to bill for additional consulting time. This gives you budgeting certainty that the quoted NOVAtime implementation cost will not be exceeded and will not result in an unforeseen project overage.

Travel and Expenses Included in Implementation Quote: NOVAtime's implementation quotation includes all travel and expenses incurred from our implementation and training staff being on-site at your location.

NOVAtime Never Sunsets Prior Versions: NOVAtime never discontinues technical support for any prior version of its software. In fact, one of our first five clients (all of whom are still with us today) is still using the first release of our application because they are very happy with it. You will never be forced to upgrade your NOVAtime system due to your version no longer being supported. Additionally, if you are on version 2.0 and a few years later you want to jump to version 5.0



when it is released, you are able to do that, most importantly, without any charge.

Dedicated Client Services Representative: You will enjoy having a single client service representative dedicated to your account who is very familiar with your implementation set-up as well as any system changes that are made afterwards.

Real Person Always Answers the Phone: When you call NOVAtime for technical support a live person will always answer the phone. You will never have to go through a phone tree or leave voice mails for the technical support group to call you back.

Unlimited Customer Service: You will have unlimited access to your dedicated customer service representative at no charge as part of your annual maintenance agreement. This also includes additional standard system programming (e.g. pay rules, shift differentials) as your needs change.

Fast Implementation Start Time & Project Completion: NOVAtime will deliver the fastest turn-around time to start the implementation of your system. We can literally start your implementation within one to two business days after the project paperwork is sent and approved at our corporate office. Our standard implementation time frame is ten weeks to include testing of the payroll interface.

City of Fayetteville Staff Review Form

C. 2
 ADM 10-3618 (UDC Amendment
 Use Unit 2 Construction Facility)
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Dara Sanders
 Submitted By

Planning
 Division

Development Services
 Department

Action Required:

ADM 10-3618: Administrative Item: (UDC AMENDMENT USE UNIT 2 CONSTRUCTION FACILITY): Submitted by CITY PLANNING STAFF. The proposal is to amend Fayetteville Unified Development Code Chapter 162: Use Units to eliminate "Construction facility" from Use Unit 2, City-wide uses by conditional use permit.

Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
 Department Director

07-16-2010
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

7-19-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Becher
 Finance and Internal Services Director

7-19-2010
 Date

Received in City
 Clerk's Office 07-16-10A11:02 RCVD
Kim O

Don Mann
 Chief of Staff

7-19-10
 Date

Received in
 Mayor's Office

[Signature]
 Mayor

7/20/10
 Date



Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Dara Sanders, Current Planner

Date: July 14, 2010

Subject: ADM 10-3618 UDC Chapter 162, Use Unit 2

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance amending Chapter 162 of the Unified Development Code (ADM 10-3618).

BACKGROUND

The Fayetteville Unified Development Code (UDC) Chapter 162.01(B), Use Unit 2, contains a list of uses that may be conducted anywhere in the Fayetteville city limits subject to Planning Commission approval of a Conditional Use Permit, as these uses can sometimes be objectionable to nearby uses. Use Unit 2 includes campgrounds, solid waste disposal facilities, carnivals, construction trailers, and other temporary facilities.

It is typical for a large site under construction to contain a temporary office structure with utility connections for the purpose of efficiently overseeing and managing the construction process. The office is removed from the site once construction is completed or prior to a City-issued certificate for occupancy. In the past, these temporary construction offices have been treated as an accessory use to the construction of a permitted project on the same property and have not been required to request a conditional use permit.

Staff proposes to strike "Construction facility" from Use Unit 2, City-wide uses by conditional use permit, finding that it is onerous to require Planning Commission approval for a conditional use permit to utilize a temporary construction facility on a temporary construction site. Staff also proposes to replace "Construction facility" with "Commercial facility". This would allow the Planning Commission to approve a Conditional Use Permit for a temporary commercial facility, such as an office, retail, or eating establishment. The intent is to provide an option for property/business owners to utilize interim space during expansion, construction, reconstruction, or for outdoor mobile vendors requesting to operate on private property longer than the current 90-day limit.

DISCUSSION

On July 12, 2010 the Planning Commission unanimously forwarded this request to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, CHAPTER 162: USE UNITS TO MODIFY THE USES WITHIN USE UNIT 2, CITY-WIDE USES BY CONDITIONAL USE.

WHEREAS, the City of Fayetteville Unified Development Code was adopted to further the health, safety and general welfare of the community, and to promote an orderly and appropriate mix of land uses; and

WHEREAS, the uses included in Use Unit 2 should be limited to uses that can be objectionable to nearby uses and are therefore permitted subject to conditional use permits in all districts; and

WHEREAS, the City of Fayetteville acknowledges it is onerous to require Planning Commission approval for a conditional use permit to utilize a temporary construction facility on an approved construction site; and

WHEREAS, the City of Fayetteville acknowledges the benefit of permitting a business to utilize a temporary commercial facility on private property during construction or transitional periods.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §162.01(B): Use Unit 2 by striking "Construction facility" from the temporary facilities and replacing it with "Commercial facilities".

PASSED and APPROVED this the ____ day of ____, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



PC Meeting of July 12, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: July 7, 2010 *Updated July 13, 2010*

ADM 10-3618: Administrative Item: (UDC AMENDMENT USE UNIT 2 CONSTRUCTION FACILITY): Submitted by CITY PLANNING STAFF. The proposal is to amend Fayetteville Unified Development Code Chapter 162: Use Units to eliminate "Construction facility" from Use Unit 2, City-wide uses by conditional use permit.

Planner: Dara Sanders

BACKGROUND

The Fayetteville Unified Development Code (UDC) Chapter 162.01(B) contains a list of uses that may be conducted anywhere in the Fayetteville city limits subject to Planning Commission approval of a Conditional Use Permit, as these uses can sometimes be objectionable to nearby uses. Use Unit 2 includes campgrounds, solid waste disposal facilities, carnivals, construction trailers, and other temporary facilities.

It is typical for a large site under construction to contain a temporary office structure with utility connections for the purpose of efficiently overseeing and managing the construction process. The office usually contains the final set of construction drawings permitted by the City, telephones, computers, and meeting space for the sole purpose of site construction and is removed from the site once construction is completed or prior to a City-issued certificate for occupancy.

In the past, these temporary construction offices have been treated as an accessory use to the construction of a permitted project and have not been required to request a conditional use permit.

PROPOSAL

Staff proposes to strike "Construction facility" from Use Unit 2, City-wide uses by conditional use permit, finding that it is onerous to require Planning Commission approval for a conditional use permit to utilize a temporary construction facility on a temporary construction site.

Staff also proposes to replace "Construction facility" with "Commercial facility". This would allow the Planning Commission to approve a Conditional Use Permit for a temporary commercial facility, such as an office, retail, or eating establishment. The intent is to provide an option for property/business owners to utilize interim space during expansion, construction, reconstruction, or for outdoor mobile vendors requesting to operate on private property longer

than the current 90-day limit.

These changes are summarized below and attached in full to this staff report:

	UDC Chapter	Proposed Changes
(1)	Ch.162.01(B) Use Unit 2	Strike "Construction facility" from the temporary facilities that require Planning Commission approval of a Conditional Use Permit. Replace with "Commercial facility".

The ordinance amendments are highlighted and attached to the staff report.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3618** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied** ☐ **Tabled**

Motion: Kennedy

Second: Hoskins

Vote: 8-0-0

Meeting Date: July 12, 2010

Comments: _____

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items OnlyDara Sanders
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

ADM 10-3619: Administrative Item: (UDC AMENDMENTS CHAPTERS 151, 161, 162, AND 164): Submitted by CITY PLANNING STAFF. The proposal is to amend references of "Drive-In Facilities" to "Drive-Through Facilities" for consistency in the Unified Development Code.

Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

James C. Baker
Department Director

07-16-2010
Date

Previous Ordinance or Resolution #

Dr. B. Kelley
City Attorney

7-19-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director

7-19-2010
Date

Received in City
Clerk's Office 07-16-10A11:02 RCVD
Kumof

Don M. M...
Chief of Staff

7-19-10
Date

Received in
Mayor's Office



Frederick Jordan
Mayor

7/20/10
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Dara Sanders, Current Planner

Date: July 14, 2010

Subject: ADM 10-3619 (UDC Amendments Chapters 151, 161, 162, 164)

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance amending Chapters 151, 161, 162, and 164 of the Unified Development Code (ADM 10-3619).

BACKGROUND

UDC Chapters 151 (Definitions), 161 (Zoning), and 162 (Use Units) refer to "Drive-in restaurants" for zoning and use purposes; Chapter 164 (Supplementary District Regulations) refers to "Drive-in facilities" for separation requirements; and Chapter 172 (Parking) refers to "drive-through facilities" for parking lot design regulation. These Chapters are intended work together in the Unified Development Code, but they do not use a consistent or accurate title for the uses they regulate, which creates confusion and unnecessary complication.

Staff proposes to amend all sections in Chapter 151, 161, 162, and 164 that reference "Drive-in restaurants" to "Drive-in/drive-through restaurants" and to eliminate unnecessary regulation for consistency and clarity in the Unified Development Code.

DISCUSSION

On July 12, 2010 the Planning Commission unanimously forwarded this request to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, CHAPTERS 151: DEFINITIONS, 161: ZONING REGULATIONS, 162: USE UNITS, AND 164: SUPPLEMENTARY DISTRICT REGULATIONS FOR DRIVE-IN RESTAURANTS AND FACILITIES.

WHEREAS, the City of Fayetteville Unified Development Code was adopted to further the health, safety and general welfare of the community, and to promote an orderly and appropriate mix of land uses; and

WHEREAS, the City of Fayetteville recognizes that the Unified Development Code should be revised to provide clear and accurate information that is easily understood by the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §151.01 of the Unified Development Code to repeal and replace the definition title of Drive-in restaurant or refreshment stand with the following:

“Drive-in/drive-through restaurant”

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends §161.18(B)(1) through 161.21(B)(1), 161.24(B)(2), 161.27(B)(1), and 161.28(B)(1) of the Unified Development Code by renaming Unit 18 as follows:

“Unit 18: Gasoline service stations and drive-in/drive through restaurants”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends §162.01 *Establishment/Listing* and §162.01(R) of the Unified Development Code by renaming Unit 18, as follows:

“Unit 18: Gasoline service stations and drive-in/drive through restaurants”

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends §162.01(R)(2) by renaming the included use of “Drive-in restaurant” to “Drive-in/drive through restaurant”.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby repeals §164.18(C) and renumbers the remaining subsections.

PASSED and APPROVED this the ____ day of ____, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



PC Meeting of July 12, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~July 7, 2010~~ Updated July 15, 2010

ADM 10-3619: Administrative Item: (UDC AMENDMENTS CHAPTERS 151, 161, 162, AND 164): Submitted by CITY PLANNING STAFF. The proposal is to amend references of "Drive-In Facilities" to "Drive-Through Facilities" for consistency in the Unified Development Code.
Planner: Dara Sanders

BACKGROUND

UDC Chapters 151 (Definitions), 161 (Zoning), and 162 (Use Units) refer to "Drive-in restaurants" for zoning and use purposes; Chapter 164 (Supplementary District Regulations) refers to "Drive-in facilities" for separation requirements; and Chapter 172 (Parking) refers to "drive-through facilities" for parking lot design regulation. These Chapters are intended work together in the Unified Development Code, but they do not use a consistent or accurate title for the uses they regulate, which creates confusion and unnecessary complication.

PROPOSAL

Staff proposes to amend all sections in Chapter 151, 161, 162, and 164 that reference "Drive-in restaurants" to "Drive-in/drive-through restaurants" and to eliminate unnecessary regulation for consistency and clarity in the Unified Development Code. These changes are summarized below and attached in full to this staff report:

UDC Chapter	Proposed Changes
(1) Ch.151 Definitions	Add "drive-through" to the definition for Drive-in restaurant for consistency throughout the code. Strike "refreshment stand", as it conflicts with the regulations in Chapter 178: Outdoor Vendors.
(2) Ch. 161 Zoning	Revise Unit 18 to "Gasoline service stations and drive-in/drive-through restaurants" in the C-1, CS, C-2, UT, C-3, MSC, I-1, and I-2 zoning districts for consistency throughout the code.
(3) Ch. 162 Use Units	Revise the included uses in Use Unit 18 to "Drive-in/drive-through restaurant" for consistency throughout the code.
(4) Ch. 164 Supplementary District Regulations	Strike 164.18(C), as staff finds that the required curb cut separation does not provide a beneficial purpose and is address under UDC Section 166.09 Access Management.

The ordinance amendments are highlighted and attached to the staff report.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3619** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied** ☐ **Tabled**

Motion: Chesser

Second: Kennedy

Vote: 8-0-0

Meeting Date: July 12, 2010

Comments: _____

Chapter 151: Definitions

Fayetteville Code of Ordinances

opened or expanded, 4-20-72) A manufactured home which does not have a flush toilet and bath or shower.

Detention. (Stormwater Management, Drainage and Erosion Control) The collection and temporary storage of stormwater with subsequent gradual release of the stormwater.

Develop. (Physical Alteration of Land) Permanently altering land by subjecting it to grading, removal of vegetation, or construction such as but not limited to buildings, parking lots, streets, and sidewalks.

Developer. (Stormwater Management, Drainage and Erosion Control) Any person(s), parties, partnerships, or corporations, private or public, engaging in activities described as development.

Developer. (Development) A person, firm or corporation undertaking to develop a subdivision or large scale development as set forth in the development regulations.

Development. (Stormwater Management, Drainage and Erosion Control) To make a site or area available for use by physical alteration. Development includes, but is not limited to, providing access to a site, clearing vegetation; grading; earth moving; providing utilities and other services such as parking facilities; stormwater management and erosion control systems; and sewage disposal systems; altering landforms; or construction of a structure on the land. Development shall also mean any of the following:

- (A) Construction, installation, alteration, demolition, or removal of a structure, impervious surface, or stormwater management system, or
- (B) Clearing, scraping, grubbing, or otherwise removing or killing the vegetation of a site; or
- (C) Adding, removing, exposing, excavating, leveling, grading, digging, dumping, or otherwise disturbing the soil or rock of a site in a manner contrary to the requirements of the stormwater management, drainage and erosion control regulations.

Development. (Streets and Sidewalks) Shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

Development plan. (Development) A drawing showing all proposed improvements to a piece of property such as streets, parking lots, buildings, drives, signs, utilities, drainage, grading and planting by size and location.

Development site. (Physical Alteration of Land) That portion of any lot or parcel subjected to grading, removal of vegetation, or construction such as, but not limited to, buildings, parking lots, streets and sidewalks.

Diameter breast height (DBH). (Tree Preservation and Protection) The diameter of a tree measured at a point four and one-half feet above the ground. If a tree splits into multi-trunks, the trunk is measured at its narrowest point below the split.

Directional sign. (Signs) A sign of a noncommercial nature which directs the reader to the location of public or educational institutions, or to the location of historical structures or areas, or the location of public parks or buildings.

Display surface area. (Signs) The net geometric area enclosed by the display surface of the sign including the outer extremities of all letters, characters and delineations; provided, however, "display surface area" shall not include the structural supports for free standing signs; provided further, that only one face of a double-faced sign shall be considered in determining the display surface area.

District or zoning district. (Signs) A section or sections of the incorporated area of the city for which the then effective zoning ordinance governing the use of buildings and land are uniform for each class of use permitted therein. References to individual zoning districts contained herein shall refer to the zoning district established by the City Council in Chapter 160.

Disturb. (Physical Alteration of Land) To alter the natural state.

Domed roof. (DDOD) A vaulted roof having a circular, polygonal, or elliptical base and a generally hemispherical or semispherical shape.

Dormitory. (Zoning) A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

Drainage area. (Stormwater Management, Drainage and Erosion Control) The watershed area contributing surface and stormwater runoff to a stormwater management system.

Dripline. (Tree Preservation and Protection) An imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground.

Drive-in or drive-through restaurant or refreshment stand. (Zoning) Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including

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those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Dwelling, live/work. A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not dwell in the principal or accessory dwelling unit.

Dwelling, manufactured home. (Zoning) A detached residential dwelling unit designated for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundation, connection to utilities, and the like. A travel trailer is not to be considered as a manufactured home.

Dwelling, multi-family. (Zoning) A residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, single-family attached / townhouse. (Zoning) Two or more dwelling units located on individual lots but joined along a single lot line. All such dwellings must be totally separated from other dwellings by a fire-resistant common wall.

Dwelling, single-family. (Zoning) A detached residential dwelling unit other than a manufactured home, designed for and occupied by one family only.

Dwelling, two-family / duplex. (Zoning) A detached residential building containing two dwelling units, designed for occupancy by not more than two families and located on one lot of record.

Dwelling unit. (Zoning) One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

E

Easement. (Development) A grant by the property owner to the public, a corporation or persons, for the use of a strip of land for specific purposes.

EIFS. (Exterior Insulating and Finish Systems). (DDOD) A cement based synthetic material used as an alternative to natural stucco.

Enforcement officer. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The chief building inspector of the city, or his/her duly authorized representative.

Engineer. (Stormwater Management, Drainage and Erosion Control) A professional engineer registered in Arkansas, or other person exempted pursuant to the provisions of the Arkansas Code Annotated, who is competent in the fields of hydrology and stormwater management.

Erect. (Signs) To build, construct, attach, hang, place, suspend, or affix, and shall also include the painting of wall signs.

Erosion. (Stormwater Management, Drainage and Erosion Control) The removal of soil particles by the action of water, wind, ice or other geological agents.

Evergreen. (Physical Alteration of Land) A plant that retains leaves or needles year-round.

Excavation. (Physical Alteration of Land) The mechanical removal of earth material from water or land.

F

FAA. (Airport Zone) The Federal Aviation Administration.

Facilities emitting odors. (Zoning regulations) Any function that involves a process which emits or has the potential for emitting odor.

Facilities handling explosives. (Zoning) Any function that involves a process dealing with a product with explosive potential.

Fall zone. (Wireless Communications Facilities) The area within which a tower or antenna might cause damage to persons or property should the tower or antenna be knocked down, blown over or fall on its own.

Family. (Zoning) In single-family residential districts, a family is no more than three persons unless all are related and occupy a dwelling as a single housekeeping unit in the RSF-.5 (Residential Single-family - Half Acre), RSF - 1 (Residential Single-family - One acre), RSF - 2 (Residential Single-family - 2 Acre), RSF - 4 (Residential Single-family - 4 Units per Acre), and RSF - 7 (Residential Single-family - 7 Units per Acre) zoning districts. In all other zoning districts where residential uses are permitted, a family is no more than four persons unless all are related and occupy a dwelling as a single housekeeping unit. A family is when all persons are related by blood, marriage, adoption, guardianship or other duly-authorized custodial

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A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services

(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 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.19 Community Services

(A) *Purpose.* The Community Services district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(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-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

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 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes

Unit 42	Clean technologies
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(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum. None*

(E) *Setback regulations.*

Front:	The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(G) *Minimum buildable street frontage.* 65% of the lot width.

(Ord. 5312, 4-20-10)

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services

Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None.*

(D) *Bulk and area regulations. None.*

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(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. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial

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zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(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-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
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 store
Unit 41	Accessory Dwellings

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 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum* None

(E) *Setback regulations.*

Front:	The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* A building or a portion of a building that is closer than 15 feet from the front property line shall have a maximum height of 4 stories or 56 feet, whichever is less. A building or portion of a building that is located 15 feet or greater from the front property line or the Master Street Plan right-of-way shall have a maximum height of 6 stories or 84 feet, whichever is less. Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10)

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(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 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) Height regulations. Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly

found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core 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-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

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 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.* None.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

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(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.24 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-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

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 ft.
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(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 75% of lot width.

(G) *Height Regulations.* 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 4 stories or 56 feet, whichever is less. A building or a portion of a building that is located 15 feet or greater from the front property line or any master street plan right-of-way line shall have a maximum height of 6 stories or 84 feet, which ever is less.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5042, 8-07-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.25 Downtown General

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use

than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential 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-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

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 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum. None.*

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between
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	the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5312, 4-20-10)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 40% of lot width.

(G) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10)

161.27 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

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(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 one 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. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.28 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry

Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.29 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(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(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5073, 11-06-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.30 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Chapter 162: Use Units

TITLE XV. UNIFIED DEVELOPMENT CODE

	·Detective service ·Electrical repair service ·Furniture repair, refinishing ·Gunsmith ·Interior decorating ·Linen supply and industrial laundry ·Locksmith ·Office supplies ·Rug cleaning, repair ·Sign painting ·Tattoo and piercing ·Taxidermist ·Tool sharpening, repair ·Watch and jewelry repair ·Weight loss center
Retail	·Apparel and accessory ·Auto accessory store ·Boat and accessory store ·Dry goods ·Garden supply

(Q) Unit 17. Transportation trades and services.

- (1) *Description.* Unit 17 consists of establishments engaged primarily in providing vehicular sales, service and maintenance, and similar services which fulfill recurrent needs of residents of nearby areas, but are generally incompatible with primary retail districts because they break the continuity of retail frontage. Uses also include those that require transport of persons or materials on a regular basis.

(2) Included uses.

Retail trade establishments, general:	·Automotive sales, ·Body shops/garages ·Farm supplies and equipment and repair ·Lawn equipment sales, repair ·Marine craft sales, repair ·Motorcycle sales, repair ·Truck sales ·Trailer, camping, hauling, travel, sales ·Used car lots
Personal help:	·Auto wash ·Motor repair ·Packing and crating
Transportation service:	·Bus station ·Car rental ·Express service ·Helistop ·Railway terminal ·Taxicab station

(R) Unit 18. Gasoline service stations and drive-in restaurants.

- (1) *Description.* Gasoline service stations and drive-in restaurants can be significantly objectionable to nearby uses, so, therefore, have been allowed only in districts where necessary to provide this use.

(2) Included uses.

Gasoline service station *
Self-service auto wash (in conjunction with a gasoline service station) *
Drive-in/drive-through restaurant *

(S) Unit 19. Commercial recreation, small sites.

- (1) *Description.* Unit 19 consists of commercial amusements which ordinarily do not require large sites and often seek location in or near developed commercial areas.

(2) Included uses.

Billiard and pool parlor
Bowling alley
Slot car track
Skating rink
Video arcade
Indoor theater

Cross reference(s)—Parking and Loading, Ch. 172.

(T) Unit 20. Commercial recreation, large sites.

- (1) *Description.* Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) Included uses.

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course
Miniature golf
Race track
Zoo

(U) Unit 21. Warehousing and wholesale.

- (1) *Description.* Unit 21 includes warehousing, wholesaling and trucking of the type which is

Chapter 164: Supplementary District Regulations

TITLE XV UNIFIED DEVELOPMENT CODE

C. 3
ADM 10-3619 (UDC Amendments:
Chapters 151, 161, 162, and 164)
Page 18 of 20

164.18 Supplementary Use Regulations

(A) *Automobile garages.* In any district where permitted, automobile garages shall be subject to the regulations set forth in §164.16(C) for drive-in facilities and all appurtenances used for repair or servicing of vehicles which are not enclosed shall be located at least 12 feet from a street lot line and 25 feet from any lot line in an A or R District.

(Code 1965, App. A., Art. 7 (4); Ord. No. 1747, 6-29-70; Code 1991, §160.079; Ord. No. 4100, § 2 (Ex. A), 6-16-98)

(B) *Automobile wash service.* Automobile wash service shall be subject to the provision set forth in §164.16(C), drive-in facilities. The following provision shall also be required: Paved parking space on the lot for not less than five cars per washing lane shall be provided.

(Code 1965, App. A., Art. 7 (5); Ord. No. 1747, 6-29-70; Ord. No. 2380, 9-20-77; Code 1991, §160.080; Ord. No. 4100, §2 (Ex. A), 6-16-98)

~~(C) *Drive-in facilities.* Drive-in facilities, including but not limited to, banks, restaurants, theaters, gasoline stations, garages, automobile washes, and parking lots shall be subject to the following condition:~~

~~(1) No vehicular entrance or exit shall be established within 200 feet of any existing school, playground, park, church, hospital, library, nursery school, or day care center, except where such facility or institution is in another block or on another street which the lot in question does not abut.~~

~~(Code 1965, App. A., Art. 7 (8); Ord. No. 1747, 6-29-70; Ord. No. 2380, 9-20-77; Code 1991, §160.083; Ord. No. 4100, §2 (Ex. A), 6-16-98)~~

(D) *Gasoline service stations.* A gasoline service station shall be subject to the following requirements:

(1) *Bulk and area.* Gasoline service stations shall be regulated by the bulk and area requirements of the district in which it is located and the following:

Minimum setback of pump island, compressed air connection and similar equipment from all right-of-way lines	25 ft.
Minimum setback of canopy covering pump island, compressed air connection and similar equipment from all right-of-way lines. (**Canopies shall not be considered a part of the building for determining building setbacks even if said canopies are attached to the principal structure.)	20 ft.

(2) *Signs.* Any permitted sign shall be stationary and shall conform in all respects to the applicable regulations pertaining to signs.

(3) *Auto washing.* Washing of autos shall be entirely within an enclosed structure.

(Code 1965, App. A., Art. 7 (9); Ord. No. 1747, 6-29-70; Ord. No. 1870, 6-19-72; Ord. No. 2126, 7-15-75; Code 1991, §160.084; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5271, 9-1-09)

(E) *Industrial parks.* Sites for industrial parks shall be developed according to the following requirements:

(1) *Landscaping.* The first 10 feet of depth of required front setbacks and of required rear setbacks facing a street and the first 20 feet of width of a required exterior setback shall be permanently maintained in suitable landscaping, a plat of the design of which shall be filed with the Zoning and Development Administrator prior to the issuance of building permit.

(2) *Grading and drainage.* All open portions of any lot shall have adequate grading and drainage, and shall be continuously maintained in a dust-free condition by suitable landscaping with trees, shrubs, or planted ground cover, or by paving with asphaltic concrete, rock, Portland cement, concrete, or other resilient materials.

(Code 1965, App. A., Art. 7(15); Ord. No. 1747, 6-29-70; Ord. No. 380, 9-1-20-77; Code 1991, §160.089, Ord. No. 4100, §2 (Ex. A), 6-16-98)

(F) *Retail liquor stores.* Retail liquor stores may be located in those zoning districts where such use is permitted, subject to the following conditions:

(1) *Church/school/hospital.* No retail liquor store shall be located within 600 feet (200 yards) of any church, hospital, or school house. For the purpose of this section, "schoolhouse" shall include classroom and dormitory buildings of the University of Arkansas.

(2) *Residential zone.* No retail liquor store shall be located on any property two or more sides of which abut or are across the street from and perpendicular to property zoned residential. For the purpose of this section the term "street" shall not include any federal highway.

(Code 1965, App. A., Art. 7 (22); Ord. No. 1747, 6-29-70; Ord. No. 2122, 7-15-75; Ord. No. 2380, 9-21-77; Code 1991, §160.092; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Fayetteville Code of Ordinances

(G F) *Riding stables.* In any district where permitted, riding stables shall be subject to the following conditions.

- (1) *Minimum area.* Riding stables shall not be located on any property which does not contain a minimum of 40 acres of undeveloped land.
- (2) *Setback from residential property lines.* No riding stable shall be located within 250 feet of the property line of any abutting property zoned residential and no riding path shall be located within 100 feet of the property line of any abutting property zoned residential.
- (3) *Extent of operations.* The operation of a riding stable shall be limited to the boarding of horses, the providing of riding lessons, and the renting of riding horses, saddles, bridles, and other accessories for use on the premises. No horse racing or horse shows shall be permitted on the premises; provided, horse shows displaying only those horses used in the daily operation of a riding stable may be permitted. The operation of a riding stable shall be limited to the hours of 6:00 a.m. to 10:00 p.m.
- (4) *Number of horses permitted.* The number of horses permitted on premises used for a riding stable shall be limited to one horse for every three-fourths (3/4) acre of undeveloped land.

(Code 1965, App. A., Art. 7 (23); Ord. No. 1747, 6-29-70; Ord. No. 2123, 7-25-75; Code 1991, §160.092; Ord. No. 4100, §2 (Ex. A), 6-16-98)

164.19 Accessory Dwelling Units (ADU)

- (A) *Purpose.* The purpose of the accessory dwelling unit ordinance is to authorize accessory dwelling units in certain zoning districts on lots already developed or that will be developed concurrently with single-family dwellings.
- (B) *Intent.* Planning Staff shall evaluate the following criteria for the review and approval of an accessory dwelling unit application:
 - (1) Exterior design of the accessory dwelling unit should be compatible with the principal dwelling unit through architectural use of building forms, height, construction materials, and colors.
 - (2) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standards to serve the accessory dwelling unit.

- (3) The location and design of the accessory dwelling unit shall meet the required setbacks of the zoning district.

- (4) A two-story accessory dwelling unit should generally limit the major access stairs, decks, entry doors, and major windows to the walls facing the principal dwelling, or to the alley if applicable. Windows that impact the privacy of the neighboring side or rear yard should be minimized. The design of the accessory unit should relate to the design of the principal residence and not visually dominate it or the surrounding properties.

- (5) The orientation and location of buildings, structures, open spaces and other features of the site should protect and maintain natural resources including significant trees and shrubs to the extent feasible and minimize alteration of natural land forms. Building profiles, location and orientation should relate to natural land forms.

- (6) The site plan should incorporate low impact storm water mitigation techniques, such as cisterns, rain barrels, permeable pavers, rain gardens, indigenous plants and landscape berms.

(C) *Permitted Zoning Districts:* Accessory dwelling units shall be exempt from the density requirements of the underlying zoning district and shall be permitted by-right on lots containing 5,000 square feet or more in the following Zoning districts:

- (1) R-A Residential Agricultural

- (2) RSF – 0.5 Residential Single Family – One Half Unit per Acre

- (3) RSF – 1 Residential Single Family – One Unit per Acre

- (4) RSF – 2 Residential Single Family – Two Units per Acre

- (5) RSF – 4 Residential Single Family – Four Units per Acre

- (6) RSF – 7 Residential Single Family – Seven Units per Acre

- (7) RSF – 8 Residential Single Family – Eight Units per Acre

- (8) NC Neighborhood Conservation

(D) *Administrative Design Review and Approval.* All accessory dwelling units shall meet the following

City of Fayetteville Staff Review Form

C. 4
Amend Chapter 72 Parking Regulations
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

1

8/3/2010

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Ordinance to amend Chapter 72 Parking Regulations of The Fayetteville Code to change the rental rates for parking spaces at the Fayetteville Municipal Parking Garage.

\$ (10,620.00)

Cost of this request

Category / Project Budget

Parking Deck Revenue

Program Category / Project Name

2130-0913-4426-10

Account Number

Funds Used to Date

Parking Management

Program / Project Category Name

\$

-

Off-Street Parking

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Tim J. Bulley

Department Director

7-15-10

Date

Previous Ordinance or Resolution #

Tim J. Bulley

City Attorney

7-19-10

Date

Original Contract Date:

Original Contract Number:

Paul A. Buh

Finance and Internal Services Director

7-19-2010

Date

Received in City Clerk's Office 07-16-10A11:42 RCVD

Kim G.

Don Man

Chief of Staff

7-19-10

Date

Received in Mayor's Office



Lionel J. Jordan

Mayor

7/20/10

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Sharon Waters, Parking and Telecom Manager *SW*

Date: July 14, 2010

Subject: An Ordinance to Amend Chapter 72 Parking Regulations of The Fayetteville Code to Change the Rental Rates for Parking Spaces at the Fayetteville Municipal Parking Garage

PROPOSAL:

City staff is recommends the approval of an ordinance to change the rental rates for parking spaces at the Fayetteville Municipal Parking Garage

RECOMMENDATION:

Currently, the second level (88 spaces) is leased out to monthly parkers and is at 100% capacity. The hotel has leased the entire first level (89 spaces) since the hotel was built. The parking rates for the first and second levels (covered parking) of the Municipal Parking Garage are currently \$45.00 per space per month. These rates have not increased since January 2001. The construction of the Town Center was completed in July 2001 and the rates for covered parking in this garage were set at \$50.00 per space per month.

Staff recommends a modest adjustment to the rate, increasing it from \$45.00 to \$50.00 per space per month. This rate will match the same rate that is being charged at the Town Center Garage.

BUDGET IMPACT:

This rate change will generate an additional \$10,620.00 in annual parking revenues.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 72 PARKING REGULATIONS OF THE FAYETTEVILLE CITY CODE BY AMENDING SECTION 72.58(I)(1) TO INCREASE THE RENTAL RATES FOR PARKING IN CERTAIN AREAS OF CITY PARKING GARAGES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Fayetteville Code § 72.58(I)(1) so that after amendment, the subsection shall read as follows:

“(I) Rates for parking in city parking garages.

- (1) City parking garage on Meadow Street:
 - (a) First level (covered),
\$50.00 per space/per month, or not more than \$4.00 per visit if entry not restricted.
 - (b) Second level (covered),
\$50.00 per space/per month
 - (c) Third level (not covered),
\$30.00 per space/per month, or not more than \$3.00 per visit if entry not restricted.”

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Current Ordinance

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

installed or a parking space so established that it will obstruct the convenient egress and ingress to any property butting on any street.

- (C) Each parking meter installed under this section, shall be set to operate upon the deposit therein of the prescribed coin or coins for the period of time prescribed as parking time limits in subsection (F) below. Each of such meters shall be so arranged so as to show or display a signal, which shall clearly indicate whether the time limit during which parking in that space is permitted has expired.
- (D) Any person parking a vehicle within a parking meter zone established by this section shall park the same wholly within the lines of the parking space marked as provided in subsection (B), and it shall be unlawful for any person to park or leave a vehicle in any such zone, unless it is wholly within such space. Where the parking meters are placed in front of parking spaces, the radiator shall be as near as possible to the parking meter controlling the space, and where the parking meters are placed alongside the parking spaces, the front fender or front wheels of the vehicle shall be as near as possible to the parking meter controlling the space.
- (E) Except in a period of emergency determined by an officer of a fire company or of the police department, or except in compliance with the directions of a police officer or traffic control signal, when any vehicle shall be parked in a space regulated by a parking meter installed under this subsection, between the hours of 8:00 a.m. and 6:00 p.m., on any day except Sunday and public holidays, the owner, operator or driver of such vehicle shall, upon entering such parking space, immediately deposit in the parking meter regulating such space one or more coins of the United States of America designated in subsection (F) below. The failure to deposit such proper coin or coins shall be deemed a violation of this section.
- (F) Any vehicle parking or standing in any parking meter space within a zone established by this section may lawfully occupy such space for one hour or less by paying the same rate as established in §72.58(H), Parking lot fees, (1) short term metered spaces.
 - (1) Upon the expiration of the legal parking time as above prescribed, it shall be the duty of the owner or driver of the vehicle forthwith to remove the vehicle from the parking space, and it shall be unlawful for any person to cause, allow, permit, or suffer any such vehicle

driven by him or registered in his name to be parked or standing overtime or remain therein beyond the parking time limit prescribed by this section. It shall likewise be unlawful for any person to permit a vehicle driven by him/her or registered in his name to remain or be placed in any parking space alongside of or next to which any parking meter is placed while the parking meter is displaying a signal showing that the time for which the privilege to park in such space has been granted has expired, without making the deposit required in this section.

- (2) Each hour or portion thereof that a vehicle is parked overtime in violation of this section shall constitute a separate offense.
- (3) This section shall not be applicable on days or during hours in which subsection (E) above does not require the deposit of a coin in the parking meter.

(Code 1965, §§19-169-19-173; Ord. No. 931, 2-23-48; Ord. No. 1196, 4-6-59; Ord. No. 1775, 12-21-70; Ord. No. 2403, 12-6-77; Ord. No. 2410, 1-16-78; Ord. No. 2616, 4-1-80; Ord. No. 2769, 11-3-81; Ord. No. 4222, 2-15-00; Code 1991, §72.57)

Cross reference(s)—Penalty, §72.99.

***72.58 Off-Street Parking Meter Facilities;
Rates For City Garage**

- (A) *Established.* The following named and described real estate lying within the corporate limits of the city is hereby established as and shall constitute parking meter facilities:
 - (1) Lots 8 to 15, inclusive, in Block 26 of the original plat of the city, including an alley 10 feet in width and running in an east and west direction and adjoining the southern boundary of Lots 12 to 15, inclusive, and the northern boundary of Lots 8 to 11 inclusive.
 - (2) Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 30, in the town (now city), as designated upon the original plat of said town.
 - (3) Lot 9A and a part of Lot 10, in Block 29, of the original plat of the city.
 - (4) Part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 16 North, Range 30 West, described as follows: Beginning at a point 84 feet south and 25 feet east of the northwest corner of the said 40-

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

- acre tract, and running thence south 178 feet; thence east 70.3 feet; thence north 178 feet; thence west 70.3 feet to the point of beginning.
- (5) A part of Block 7, of the original plat of the city, more particularly described as beginning at a point 13 feet and two inches south of the northwest corner of said Block 7, running thence east 50 feet; thence south 267 feet to the point of beginning.
- (6) Lots 7, 8, 9 and 10 of Block 17 in the town (now city) as designated upon the original plat of said town.
- (7) Lots 8, 9 and 10 of Block 13 in the town (now city) as designated upon the original plat of said town.
- (8) Lots 1, 2, Lot 3, less 52.53 feet of equal and uniform width off the south side thereof, and Lot 12, less 50 feet of equal and uniform width off the south side thereof of Block 13 in the town (now city) as designated upon the original plat of said town.
- (9) Part of Block 25, in the town (now city) as designated upon the original plat of said town, and more particularly described as follows: Beginning at the northeast corner of Lot 1 in said Block 25, thence west 42 feet; thence south 49.3 feet; thence west 58 feet; thence south 58.7 feet to the center of a platted alley; thence east 100 feet; thence north 107 feet to the point of beginning.
- (10) Part of Block 15, in the original plat of the city, described as follows: Beginning at a point 127 feet west of the northeast corner of Block 15 and running thence south 206 feet to the north line of a 12-foot alley; thence west 177 feet to the east line of an alley; thence north 90 feet; thence east 22 feet; thence north 116 feet to the south line of Meadow Street; thence east 17 feet; thence south 27 feet; thence east 20 feet; thence north 27 feet to the south line of Meadow Street; thence east 118 feet to the point of beginning.
- (11) Lots numbered 12 and 13 in Block 30 of the original town (now city).
- (B) *Definitions.* For the purpose of this section "public off-street automobile parking facilities" are defined as accommodations procured or provided, or both, by public authority for the parking of motor vehicle off the street or highway, and open to public use with or without charge. Parking facilities may consist of lots, garages, or other structures and accessories; they may be surfaced facilities or facilities above or below ground.
- (C) *Marking of parking spaces.* The mayor is hereby authorized to mark off individual parking spaces in the parking meter facilities established by this section, such parking spaces to be designated by lines painted or durably marked on the curbing or otherwise.
- (D) *Installation, location, mechanical requirements, and maintenance of meters.* In the parking meter facilities established by this article, the mayor shall cause parking meters to be installed upon the curb immediately adjacent to the parking spaces marked in accord with subsection (C) above, such installation to be placed not more than two feet from the curb or concrete islands as provided, from the front line of the parking space as indicated, and the mayor shall be responsible for the regulation, control, operation, maintenance, and use of such parking meters. Each parking meter installed shall indicate by proper legend the legal parking time established by the city and, when operated, shall at all times indicate the balance of legal parking time, and at the expiration of such period shall indicate illegal or overtime parking.
- (E) *Vehicles to be parked entirely within parking spaces.* At each space marked off in accord with subsection (C) above, it shall be unlawful for any person to park any vehicle across any lines or markings of such space or in such position that the vehicle shall not be entirely within the area designated by such lines or markings.
- (F) *Deposit of coin required.*
- (1) Except in a period of emergency determined by an officer of the fire or police departments, or in compliance with the directions of a police officer or traffic control sign or signal, when any vehicle is parked in any parking space alongside or next to which a parking meter is located in accord with this section, the operator of such vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in the meter such proper coin of the United States as is required for such parking meter and is designated by proper directions on the meter, and when required by the directions on the meter, the operator of such vehicle, after the deposit of the proper coin or coins, shall also set in operation the timing mechanism on such meter in accordance with directions properly appearing thereon. Failure to deposit such proper coin, and to set the timing mechanism

172.58

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

in operation when so required, shall constitute a violation of this section. Upon the deposit of such coin (and the setting of the timing mechanism in operation when so required) the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed; provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit a coin so long as his occupancy of the space does not exceed the indicated unused parking time.

- (2) This section shall apply every day between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and legal holidays.

(G) *Deposit of coin required at gated lot.* It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in a gated off-street parking lot without the usage fee prescribed by subsection (H) below having first been deposited.

(H) *Parking lot fees.* The following off-street parking rates are hereby established:

- (1) Short-term metered spaces (gray capped meters) - \$0.25 per hour;
- (2) Long-term metered spaces (red capped meters) - \$0.15 per hour;
- (3) Gated lots (per space) - \$30.00 per month;
- (4) Long-term parking permits (hang tags) for use at long term meters only - \$30.00 per month;

(I) *Rates for parking in city parking garages.*

(1) City parking garage on Meadow Street:

- (a) First level (covered),
\$45.00 per space/per month, or not more than \$4.00 per visit if entry not restricted.
- (b) Second level (covered),
\$45.00 per space/per month.
- (c) Third level (not covered),
\$30.00 per space/per month, or not more than \$3.00 per visit if entry not restricted.

(2) Parking garages built or purchased after January 1, 2000, including the Town Center,

shall be rented at a market rate not to exceed a uniform fee of \$70.00 per month/per space.

- (3) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in any city parking garage without paying the parking fees prescribed above.

(J) *Overtime parking.*

- (1) If any vehicle remains parked in any parking space in a parking meter facility established by this section beyond the parking time limit set for such parking space, and if the meter indicates such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time, and such parking shall be deemed a violation of this section. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked overtime, or beyond the period of legal parking time established for any parking meter facility as herein described, or to deposit in any parking meter any coin for the purpose of parking beyond the maximum legal parking time for the particular parking meter space or to permit any such vehicle to remain or to be placed in any parking space adjacent to any parking meter while the meter is displaying a signal indicating that the vehicle occupying such space has already been parked beyond the period prescribed for such parking space.

- (2) Each additional hour or fraction thereof that a vehicle is parked in violation of this section shall constitute a separate offense.

- (3) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in a gated off-street parking lot for more than 24 continuous hours. Each additional hour or fraction thereof that a vehicle is parked in violation of this section shall constitute a separate offense.

(K) *One-way traffic.*

- (1) The mayor is hereby authorized to determine and designate specific lanes upon the real estate described in subsection (A) above upon which vehicular traffic shall proceed in one direction only and shall cause to be placed appropriate markings, signs, barriers, or other

City of Fayetteville Staff Review Form

C. 5
Ozark Asset Management Group, Inc.
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

2

8/3/2010

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Resolution approving a Lease Agreement with Ozark Asset Management Group, Inc. for the lease of 89 parking spaces in the first level of the Fayetteville Municipal Parking Garage located at 25 E. Meadow Street.

\$ (53,400.00)

Cost of this request

Category / Project Budget

Parking Deck Revenue

Program Category / Project Name

2130-0913-4426-10

Account Number

Funds Used to Date

Parking Management

Program / Project Category Name

\$

Remaining Balance

Off-Street Parking

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Department Director

Date

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City 07-16-10 11:42 RCVD
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Sharon Waters, Parking and Telecom Manager *SW*

Date: July 14, 2010

Subject: Resolution Approving Parking Lease Agreement with Ozark Asset Management Group, Inc.

PROPOSAL:

City staff recommends the approval of a Parking Lease Agreement with Ozark Asset Management Group, Inc. for a term of one (1) year, with automatic annual renewal for up to four (4) additional years for the use of 89 parking spaces in the first level of the Municipal Parking Garage located at 25 E. Meadow Street.

BACKGROUND

The City entered into the original Lease Agreement with The Hilton Hotel on October 16, 1990 to lease 178 parking spaces on the first and third levels of the Municipal Parking Garage. The latest renewal of this Agreement occurred on June 20, 2006 with the Radisson Hotel Fayetteville, which later transferred through assignment to the Cosmopolitan Hotel Ventures, Inc. In September 2009, the hotel fell delinquent on their payment of the parking lease. The City took back possession of the third level of the deck and entered into an amendment to the Lease Agreement that would reduce the lease to the first level only, and set up a payment plan to help them get current on their bill. The hotel started out \$49,054.30 past due, and has paid in accordance to the amended contract until June. On June 16, they defaulted on the agreement again and now have an outstanding balance of \$17,110.80. In June, the Cosmopolitan Hotel went into receivership and was taken over by Ozark Asset Management Group, Inc. They solicited a Lease Termination Agreement from the previous owners have now requested that the City enter into a Lease Agreement with them for the spaces.

DISCUSSION:

In the new Lease Agreement, we added a requirement of two (2) months deposit payable upon execution of the Agreement. The spaces are used primarily by their hotel guests who have access into the first level with an access card provided by the hotel. The general public may also use this parking area by paying \$4.00 upon entry. The city staff retains service and control of all the parking equipment and revenue control machines. The hotel will lease the first level of the parking garage and retain all parking revenues collected from the machines. This is the same agreement that the City currently has with the Fayetteville Town Center.

BUDGET IMPACT:

The first level of the parking deck rents for \$50.00 per space per month. The lease of the 89 spaces on the first level will generate \$53,400.00 in parking revenues per year.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH OZARK
ASSET MANAGEMENT GROUP, INC. FOR THE LEASE OF 89 PARKING
SPACES ON THE FIRST LEVEL OF THE FAYETTEVILLE MUNICIPAL
PARKING GARAGE AT 25 E. MEADOW STREET**

**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 lease agreement, a copy of which is attached as Exhibit "A," with Ozark Asset Management Group, Inc. for the lease of eighty-nine (89) parking spaces on the first level of the Fayetteville Municipal Parking Garage at 25 E. Meadow Street.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT

This Agreement, made and entered into this 16th day of July, 2010, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain St., Fayetteville, Arkansas, and Ozark Asset Management Group Inc., 25 Oxford Drive, Rogers, Arkansas 72758.

WITNESSETH:

The City of Fayetteville, for and in consideration of the rents hereinafter reserved, and of the covenants and agreements hereinafter set forth, to be kept and performed by Ozark Asset Management Group Inc., and Ozark Asset Management Group Inc. does hereby lease from the City of Fayetteville, that parcel of land situated in the County of Washington and State of Arkansas, and more particularly described as:

Eighty-nine (89) parking spaces located in the first level of a multi-level parking deck located upon real property more particularly described as:

A part of Block numbered Fifteen (15) in the original plat of the City of Fayetteville, Arkansas, described as follows: Beginning at a point 127 feet west of the northeast corner of said Block Fifteen; and running thence west 177 feet; thence south 206 feet; thence east 177 feet; thence north 206 feet to the place of beginning.

Said parcel of land and parking spaces hereinafter referred to as the "Leased Premises."

1. Term of Lease. The term of this Lease shall be for a period of one (1) year, with an automatic annual renewal for up to four (4) additional years, commencing on the date of execution hereof.
2. Right of First Refusal. If at any time during the term of this Lease the City of Fayetteville receives an acceptable bona fide offer to purchase the Leased Premises, or any part thereof, the City of Fayetteville shall submit a written copy of such offer to Ozark Asset Management Group Inc. giving Ozark Asset Management Group Inc. thirty (30) days within which to elect to meet such offer.
3. Parking Spaces. This Lease shall be for the entire first level of the Leased Premises consisting of eighty-nine (89) parking spaces of the Fayetteville Municipal Parking Deck located at 25 E. Meadow Street.
4. Rent. Ozark Asset Management Group Inc. shall pay to the City of Fayetteville as rent for the Leased Premises the following:
 - a. The sum of fifty dollars (\$50.00) per month per parking space rented on the first level of the Leased Premises.
 - b. The monthly rental shall be payable in consecutive monthly installments payable in advance on or before the first day of every calendar month.



5. Deposit. Ozark Asset Management Group Inc. shall pay to the City of Fayetteville a deposit in advance equal to two (2) months rent. Deposit must be paid to the City of Fayetteville within five (5) business days upon execution of this Agreement. Upon termination of this Agreement, the deposit shall be applied to any outstanding balance due and the remainder returned to Ozark Asset Management Group Inc. within forty-five (45) days after termination of Agreement.
6. Use. Ozark Asset Management Group Inc. and their subtenant or occupants shall have the right to use the Leased Premises for parking only; any other use of the Leased Premises must be pre-approved by the City of Fayetteville which shall meet all present and future building codes, zoning and other laws.
7. Repairs. The City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Leased Premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty not within the control of City of Fayetteville excepted. Ozark Asset Management Group Inc. shall not knowingly commit or willfully permit to be committed on the Leased Premises any act or thing contrary to the rules and regulations prescribed from time to time by either federal, state or municipal authority.
8. Casualty. If at any time the Leased Premises or the building which forms the principal component of the Leased Premises should be damaged by fire or any major casualty to the fault of the Lessee and the cost of repairing the damage does not exceed 35% or the value of the improvements of the premises herein leased or the building which forms the principal component part of the Leased Premises, then Lessor shall as soon as reasonably practical repair the damage caused by said fire or other casualty. If, however, the damage should exceed 35% of the value of the improvements of the premises herein leased or the building which forms the principal component part of the Leased Premises, the Lessor shall have the option of either repairing said premises or terminating this Lease as of the date of said fire or other casualty by notice to lessee within thirty (30) days after said date. If the damages should render the Leased Premises untenable for the use of Lessee's business as set forth herein, the rental from the date of said fire, or any major casualty not the fault of the Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

In the event the damage should exceed 35% of the value of the improvements of the premises herein leased or the building which forms the principal component part of the Leased Premises and the City of Fayetteville makes the decision not to repair the Leased Premises such a decision must be submitted in writing to Ozark Asset Management Group Inc.. Upon receipt of the notice from City of Fayetteville Ozark Asset Management Group Inc. has thirty (30) days to elect either, or both, of the following options:

- a. To purchase the entire Leased Premises from City of Fayetteville at its then fair market value and/or,
- b. To repair the Leased Premises at Ozark Asset Management Group Inc.'s sole and exclusive expense with all terms of the Lease Agreement, except for abatement of rent provided for herein, continuing in effect.

9. Lighting and Painting. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep, in the same manner as it is as of the date of the commencement of this Lease, the Leased Premises lighted, have all parking spaces properly striped and the premises painted.
10. Parking Equipment. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, provide revenue control and access equipment for the Leased Premises. This equipment shall include parking gates, parking card readers, and automatic revenue control machines located at the entrance of the parking deck.
11. Parking Management Services. The City of Fayetteville shall provide services to manage the municipal parking deck located directly east of Ozark Asset Management Group Inc. This service shall include the following:
 - a. Provide parking revenues and access control equipment for both levels of Leased Premises.
 - b. Program parking cards and distributing them to Ozark Asset Management Group Inc.; activate and deactivate parking cards as requested by Ozark Asset Management Group Inc.
 - c. Provide routine maintenance on gates, card readers, revenue control machines, etc. Expenses incurred for maintenance on equipment shall be borne by the City of Fayetteville, unless damages for required repairs were directly caused by Ozark Asset Management Group Inc. and/or its employees.
 - d. Provide a minimum of four (4) hours of cleaning services per week; cleaning services include sweeping; blowing; vacuuming; spot washing of soft drinks, mud, or other spills; and the emptying of trash containers into the dumpster.
 - e. Retrieve revenues from revenue control machines no less than twice per month.
 - f. Frequently service the revenue control machines to ensure quarter hoppers have sufficient coins to make change to customers. City staff will take sufficient amount of money from the revenues collected in order to purchase enough quarters and dollar coins to keep revenue machines fully operational. One hundred percent (100%) of the revenues collected, less monies used to replenish quarter and dollar coin hoppers, will be deposited into the City's account; a check will be issued to Ozark Asset Management Group Inc. for one hundred percent (100%) of the total revenues, less monies used to replenish quarter and dollar coin hoppers and/or cost to replenish parking cards. This revenue shall be reimbursed to Ozark Asset Management Group Inc. within forty (45) days of receipt of monies collected.
 - g. Provide accounting of all revenues received through the revenue control machines on a monthly basis; provide audit statements of revenues collected to Ozark Asset Management Group Inc. on a monthly basis.
 - h. All expenses incurred for the purchase of equipment and supplies for the operations of the deck shall be borne by the City of Fayetteville. All purchases shall be initiated by the City of Fayetteville.
 - i. The City agrees to allocate parking cards only to Ozark Asset Management Group Inc. and employees of the Parking Management Division for purposes of executing parking services.
 - j. Ozark Asset Management Group Inc. may reallocate parking cards to a second party as they deem necessary; however, Ozark Asset Management Group Inc. may not resell parking spaces for a greater amount than that paid by Ozark Asset Management Group Inc. to the City of Fayetteville as set forth in this contract.

12. Tenant Responsibilities. Ozark Asset Management Group Inc. shall provide the following:
 - a. Reimburse the City of Fayetteville for cost of all parking cards provided for access into the Leased Premises. The City of Fayetteville shall bill Ozark Asset Management Group Inc for all parking cards issued to Ozark Asset Management Group Inc. at the actual cost of the cards plus applicable sales tax. The City of Fayetteville shall have the option to bill Ozark Asset Management Group Inc. for this cost, or may deduct the cost directly from the money collected from the revenue control machines. If invoiced, Ozark Asset Management Group Inc. shall submit payment within thirty (30) days of invoice date to the City of Fayetteville.
 - b. Provide advance notification and post signage at the Leased Premises at least forty-eight (48) hours in advance prior to any parking area closure on Leased Premises.
 - c. Provide advance notification at least forty-eight (48) hours in advance to the City of Fayetteville when gates need to be programmed to open/close for special events or any other reason.
13. Insurance. Ozark Asset Management Group Inc. shall be solely responsible for insuring its interests in the Leased Premises and improvements for its protection.
14. Taxes. The City of Fayetteville shall pay all real estate taxes and special assessments, if any, during the term of the Lease.
15. Utilities/Janitorial. The City of Fayetteville shall pay for all utility service and janitorial service in the Leased Premises.
16. Nuisance. Ozark Asset Management Group Inc. covenants and agrees that Ozark Asset Management Group Inc. will not use or allow the Leased Premises to be used for any purpose or in any manner which would constitute or create a nuisance, which would constitute waste, which would interfere with the lawful rights of owners, Ozark Asset Management Group Inc. or occupants to adjoining property or which would in any way be contrary to the law, ordinances, orders, rules, regulations or requirements of the federal, state, county or municipal governments or any department, board or bureau thereof. Ozark Asset Management Group Inc. further agrees that Ozark Asset Management Group Inc. will promptly comply with the requirements of any of the aforesaid authorities with reference to the installation, erection, construction, use, repair or modifications or any improvements situated upon the Leased Premises during the term of this Lease.
17. Holding Over. Any occupancy by Ozark Asset Management Group Inc. of the Leased Premises beyond the expiration of this Lease as herein provided shall be a tenancy from month to month.
18. Notices. All notices, demands and requests provided for or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served by depositing the same in the United States Mail, addressed to the City of Fayetteville or to Ozark Asset Management Group Inc., as the case may be, prepaid and certified mail, return receipt requested, at the party's last known address. All notices, demands and requests shall be effective seventy-two (72) hours after being deposited in the United States Mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request.

Either party shall have the right from time to time and at any time upon at least ten (10) days written notice thereof, to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

19. Legal Representatives, Successors and Assigns. It is further covenanted and agreed by and between the City of Fayetteville and Ozark Asset Management Group Inc., that all covenants, agreements, provisions, conditions and undertakings in this Lease contained shall extend to and be binding upon the heirs, executors, successors and assigns of the respective expressed, and shall be construed as covenants and conditions running with the land and the reversion; and that wherever in this Lease reference is made to either the City of Fayetteville or Ozark Asset Management Group Inc. hereto, it shall be held to include and apply to (wherever and whenever applicable) the heirs, executors, successors, personal or legal representatives and assigns of the City of Fayetteville or Ozark Asset Management Group Inc., the same as if in each and every case so expressed.
20. Condemnation. If during the term of this Lease, or any renewal thereof, all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any purpose or use, then the Lease shall terminate immediately after the vesting of title in such authority and rent shall be paid to and adjusted as of that day. The term "all or substantially all" shall be deemed to mean a taking of all of the Leased Premises or a taking of such portion of the Leased Premises that Ozark Asset Management Group Inc. cannot reasonably operate in the remainder in substantially the same manner as before.
21. Right Upon Default. Whenever Ozark Asset Management Group Inc. shall do either of the following:
 - a. Default in the payment of any installment of monthly rent and continue in default for thirty (30) days after the City of Fayetteville gives Ozark Asset Management Group Inc. written notice specifying the default; or
 - b. Fails to timely pay monthly rental payments for two (2) or more months during any consecutive twelve (12) month period during the term of this lease may, at the discretion of the Lessor constitute default.
 - c. Default in any other covenant of Ozark Asset Management Group Inc. in this Lease and fail to commence (subject to unavoidable delay) to take steps to remedy same within twenty (20) days after the City of Fayetteville gives Ozark Asset Management Group Inc. written notice specifying same; then the City of Fayetteville may terminate this Lease upon ten (10) days written notice of their intent to so terminate, provided the termination shall not be allowed if either of the following provisions are complied with during the notice period or at any prior time:
 - i. Ozark Asset Management Group Inc. proceeds to cure same or takes remedies to cure same; or
 - ii. Ozark Asset Management Group Inc. contests the amount claimed to be due or any other item for which an amount could be estimated (definite or estimated), and Ozark Asset Management Group Inc. deposits the contested amount in an escrow account with instructions to the escrow agent to disburse the amount in accordance with the written agreement of Ozark Asset Management Group Inc. and the City of Fayetteville or in accordance with the order of a court exercising jurisdiction over the controversy.

22. Termination. Either party shall be permitted to terminate this Lease Agreement without cause at any time during the Term of the Lease provided that the terminating party provides the other party with sixty (60) days advance notice of said termination. Such notice must be in compliance with the Notice requirements set forth herein.
23. Assignability. Ozark Asset Management Group Inc. shall not, without the written consent of City of Fayetteville, assign this Lease, or any rights thereunder, or sublet any part of the Leased Premises, provided however, Ozark Asset Management Group Inc. is authorized to assign this Lease as part of any sale of the hotel that is located adjacent to the Leased Premises provided that, at the time of the closing of the sale, it is the intention of the purchaser to continue to operate the purchased improvements as a hotel. Upon any assignment of this lease by Ozark Asset Management Group Inc. Ozark Asset Management Group Inc. is released and discharged from any further obligations or liabilities it has hereunder and any assignee of Ozark Asset Management Group Inc. shall have all rights belonging to Ozark Asset Management Group Inc. under this Lease.
24. Entire Agreement. All previous negotiations and understandings between the City of Fayetteville and Ozark Asset Management Group Inc., or their respective agents and employees, with respect to the Lease Agreement set forth herein are merged in this Lease Agreement which alone fully and completely expresses the parties' rights, duties and obligations.
25. Amendments. No waivers, alterations or modifications of this Lease shall be valid unless written upon or attached to the fully executed copies of this Lease and further executed by both the City of Fayetteville and Ozark Asset Management Group Inc. herein.
26. Binding. This Lease shall be binding upon the parties and upon their heirs, successors and assigns. This Lease shall be construed under the laws of the State of Arkansas.

IN WITNESS WHEREOF, the City of Fayetteville and Ozark Asset Management Group Inc. have executed this Agreement on or as of the date first written above.

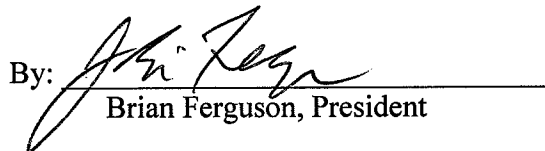
CITY OF FAYETTEVILLE


LIONELD JORDAN, Mayor

ATTEST:

SONDRA SMITH, City Clerk

OZARK ASSET MANAGEMENT GROUP INC.

By: 
Brian Ferguson, President

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

C. 6
Watershed Conservation
Resource Center (WCRC)
Page 1 of 18

August 3, 2010

City Council Meeting Date

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

\$

-

Cost of this request

n/a

Category / Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

n/a

Remaining Balance

n/a

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

[Signature]
Department Director

07-16-2010
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

7-19-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Becher
Finance and Internal Service Director

7-19-2010
Date

Received in City Clerk's Office

07-16-10P04:00 RCVD

King

[Signature]
Chief of Staff

7-19-10
Date

Received in Mayor's Office

ENTERED
7/19/10
P.F.

[Signature]
Mayor

7/20/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of August 3, 2010

To: Mayor and City Council

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

From: Sarah Wrede, Staff Engineer

Date: July 15, 2010

Subject: An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The City has successfully partnered with WCRC to receive approximately \$470,000 in federal grants for stream restoration and is in discussions with federal grant agencies for approximately \$890,000 additional grant funds for stream restoration. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of three years.

RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO ESTABLISH A GENERAL FRAMEWORK OF COOPERATION TO SEEK FUNDING, CONDUCT STREAM RESTORATION PROJECTS AND TO WORK TOGETHER ON NONPOINT SOURCE RELATED ISSUES

WHEREAS, the purpose of the attached Memorandum of Understanding is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City to seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and to work together on nonpoint source related issues associated with reducing nutrients and improving riparian and other natural areas; and

WHEREAS, the WCRC is a nonprofit organization with regional experts that strive to protect, conserve and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government; and

WHEREAS, the City has successfully partnered with WCRC in the past to receive approximately \$470,000.00 in federal grants for stream restoration and the City and WCRC are currently in discussions with federal grant agencies for approximately \$890,000.00 in additional grant funds for stream restoration.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and WCRC to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

MEMORANDUM OF UNDERSTANDING
Between
Watershed Conservation Resource Center
And
City of Fayetteville



This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and obtained a grant for the Restoration of a Tributary to Mud Creek, Fayetteville, AR. The project restored 1,200 feet of stream through Gulley Park and prevents an estimated minimum of 110,000 lbs/year of sediment from entering the stream system, resulting in 27 lbs/year of total phosphorus and 68 lbs/yr of total nitrogen reductions in the Illinois River basin. Additionally WCRC and the CITY OF FAYETTEVILLE formed partnerships for two current stream restoration projects which are also grant funded. The projects are summarized as follows:

Project	Grant Source	Status	Grant Funding	City of Fayetteville Funding	Total Project Cost
Restoration of a Tributary to Mud Creek	U.S. EPA 319 Grant through ANRC	complete	\$ 121,000	\$ 141,200	\$ 262,200
Stream Restoration Demonstration at Niokaska Creek in Sweetbriar Park	Environmental Protection Agency Region 6	current	\$ 234,000	\$ 78,000	\$ 317,000
Stream Restoration of the West Fork of the White River (WFWR) adjacent to the Fayetteville Executive Airport	U.S. EPA 319 Grant through ANRC	current	\$ 115,076	\$ 86,812	\$ 201,888

C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee, and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
 - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
 - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
 - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
 - d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.

4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for three years.
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: wrc@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206

Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

Sarah Wrede, E.I., Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

Date

Lioneld Jordan, Mayor
City of Fayetteville

Date

Sondra E. Smith, City Clerk/Treasurer
City of Fayetteville

Date

WCRC Statement of Qualifications

About the Watershed Conservation Resource Center

The Watershed Conservation Resource Center is a non-profit organization whose mission is "to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government."

The co-founders and principals of the Watershed Conservation Resource Center, Sandi J. Formica and Mathew Van Eps have extensive backgrounds and are leading regional experts in watershed management, watershed assessment, stream stability analysis, natural channel restoration design and the utilization of GIS for inventory and evaluation of natural resource condition. The Watershed Conservation Resource Center provides specialized assistance concerning watershed resource issues to a variety of organizations including; watershed groups; local, state and federal governments; non-profit organizations; conservation districts; and other entities that request assistance. The staff has a broad range of experience with the watershed approach and has spent many years working throughout Arkansas on a variety of watershed issues. The WCRC is located in Fayetteville, Arkansas and has a staff of five.

The Watershed Conservation Resource Center is engaged in several watershed assessment and stream restoration projects. At this time, the WCRC has received funding for the design of three stream restoration projects in northwest Arkansas, two of which are on the West Fork of the White River. The WCRC is currently engaged in projects that assess stream stability and include measurement of lateral erosion rates for developing streambank erosion prediction curves for various fluvial systems in Arkansas. WCRC staff has provided technical assistance and recommendations to state and federal



natural resource agencies regarding streambank stabilization projects in Arkansas. The WCRC is in the process of completing an USDA grant, to develop with a host of government entities, NGOs, and landowners a project plan for the restoration of unstable reaches on the West Fork White River, in Northwest Arkansas. This project includes collecting field data to develop a restoration design for priority reaches along with introducing natural channel restoration design concepts to state and federal programs. The staff of the WCRC has tremendous experience in project team coordination and working in a team oriented environment composed of various natural resource agencies from federal, state, and local levels along with landowners and non-government entities. The WCRC has also developed a regional training program and assists with the development and teaching of watershed based training courses that are attended by environmental professionals from around the country.



WCRC Statement of Qualifications

Restoration of a Tributary to Mud Creek, Fayetteville, AR

Funding Source: U.S. EPA 319 Grant through ANRC and City of Fayetteville

The WCRC was responsible for the design and implementation of a stream restoration project for a 1,200 ft section of stream that travels through an urban city park in Fayetteville, AR. Lateral erosion of streambanks in the park generated excessive amounts of sediment that was delivered to the Illinois River watershed. Also, the eroding streambanks posed safety hazards for park users and were encroaching on park infrastructure. The WCRC partnered with the City of Fayetteville (City) and obtained a U.S. Environmental Protection Agency (EPA) Section 319 grant administered through the Arkansas Natural Resources Commission (ANRC) to provide professional services to restore this unstable stream reach. The City provided matching funds for the project. A restoration design utilizing a natural channel design approach based on data from local reference reaches was developed and implemented by WCRC staff. The restoration was designed to minimize erosion, reduce sediment loads to the system, and enhance the aquatic habitat of the stream. The WCRC obtained all required permits and coordinated all implementation activities which include partnering with the most skilled restoration contractor in the nation to build the designed stream restoration and procurement of construction materials to be used that suit the City's aesthetic requirements. The design included a re-vegetation plan which involved planting 4,500 native plants to enhanced stream stability and the local ecosystem, while being aesthetically pleasing to park users. Since the restoration construction was completed in late August 2008, three major storm events have occurred at the site including tropical storm Ike which resulted in three times the design flow. The stream restoration remained effective through each of the events and it is estimated that the project prevents a minimum of 100,000 lbs/year of sediment from entering the stream system, while protecting park infrastructure. The WCRC continues to monitor the site to ensure that the restoration remains successful into the future and to provide guidance to the City for any maintenance that may be required. The proposed cost of this project was \$262,000 and the actual cost was \$262,000. The project was completed within the proposed timeframe.

Mid-South Watershed Training Program

Funding Source: U.S. EPA National Grant

The "Mid-South Watershed Training Program" (MSWTP) is a three year project funded by the EPA, in which a regional watershed training curriculum has been developed by the WCRC to provide the education and technical tools needed for environmental professionals, watershed coordinators, and watershed stakeholders to understand and apply the watershed approach as a means to conserve, restore, and protect natural resources. A series of intensive training courses are being offered, that provide sound, scientific methods for identifying sources and causes of NPS pollution; estimating contaminant loads; identifying BMPs and developing restoration strategies; estimating contaminant load reductions and costs; and performing planning, outreach, and long-range monitoring. The training courses provide the technical tools needed for developing comprehensive watershed plans that include the 'nine elements' listed in the National NPS Guidelines, and it benefits watersheds that cross both State and EPA region boundaries by providing courses that focus on regional land use and water quality issues. The MSWTP's target audience is environmental professionals from Arkansas, Missouri, and Oklahoma; where there are shared watersheds with some shared U.S. EPA regions. This regionally based program has provided the watershed management education opportunities to cultivate the ability of all levels of government to develop and implement comprehensive watershed programs. Course instructors range from local experts to internationally recognized environmental professionals. The WCRC has several project partners including Wildland Hydrology, TNC, Upper White River Foundation, University of Arkansas, USDA ARS, Audubon, U.S. EPA and Oklahoma State University.



WCRC Statement of Qualifications

Sediment and Nutrient Evaluation of Blossom Way Branch, Rogers, Arkansas

Funding Source: U.S. EPA 319 Grant through ANRC and City of Rogers

As part of a larger EPA 319 project, the City of Rogers (City) contracted with the WCRC to assess watershed conditions for sediment and nutrients and evaluate streambank erosion occurring in the Blossom Way watershed, a rapidly urbanizing watershed within the Illinois River basin. As part of this project, the WCRC conducted a detailed land use analysis using “heads-up” digitizing. The results of the land-use analysis were used to determine impervious surfaces and to estimate sediment and nutrient loads. The WCRC also developed streambank erosion prediction curves for the Osage Creek watershed. This included evaluating in the field over 400 streambanks; measuring erosion rates for approximately selected streambanks; and sampling bank materials to determine particle size distributions. The streambank erosion prediction curves were used to estimate sediment and phosphorus loads from eroding streambanks and load reductions that would be achieved from stream restoration projects. The WCRC also identified sources of nutrient and sediment from the various land uses in the Blossom Way watershed. Load contributions from sources were estimated using GIS data, other available data, published export coefficients, and simple to complex models or relationships. The results of this project will be used by the City to help with urban planning that promotes aesthetically pleasing greenways; excellent water quality; and preservation and restoration of habitat. The proposed cost for this work was \$87,000 and the actual cost was \$87,000. The project was completed on time within the proposed timeframe.

West Fork White River Watershed – Restoration of Priority Reaches Project Plan, Northwest Arkansas

Funding Source: USDA NRCS Grant through Conservation Partnership Initiative National Competition and In-kind Matching Funds from Project Partners

The WCRC and local partners received a grant to develop a locally based plan to reduce accelerated streambank erosion in the West Fork watershed. Within the West Fork White River (WFWR) watershed, an ADEQ assessment estimated that accelerated streambank erosion contributed 66% of an average sediment load of 35,795 tons/yr for the system and that one 0.7 mile reach contributed 25% of the streambank erosion load (Formica, et. al, 2004). Streambank erosion at a watershed scale was evaluated by developing and applying a prioritization method to the WFWR. The results of this project will be used in the watershed planning process to identify areas for restoration that will result in a significant sediment reduction and maximized habitat restoration. Based on field data and GIS analysis, twenty nine reaches were identified as needing restoration and were prioritized based upon criteria related to channel instability, sediment and nutrient contributions, and potential for success. The project also included seeking funding sources and community outreach. A demonstration restoration design using natural channel design techniques is in the process of being developed for one high priority site. Funding for this project is provided through a USDA Natural Resource Conservation Service “Conservation Partnership Initiative” grant. This project is ongoing, the project is on budget as established in the original work proposal.

Restoration of West Fork White River, Northwest Arkansas

Funding Source: U.S. EPA 319 Grant through ANRC and In-Kind Matching Funds from Project Partners

The WCRC with several local partners was awarded an EPA 319 grant from the Arkansas Natural Resources Commission to develop and implement a stream restoration design for an unstable reach on the West Fork White River (WFWR) in northwest Arkansas. The reach of river that was restored was



WCRC Statement of Qualifications

exhibiting signs of severe lateral streambank erosion and contributed over 1,400 tons of sediment per year. The WCRC utilized a natural channel design approach to restore the impacted reach. The restoration reduced streambank erosion and sediment loads to the WFWR, which is a major tributary within the Beaver Lake watershed, northwest Arkansas' primary drinking water source. The restoration also enhances the aquatic and terrestrial habitat of the stream system. Prior to restoration, the WCRC measured lateral streambank erosion to provide baseline data for evaluating the success of the project. Additionally, the WCRC used a portion of the grant funding to update regional curves that are used to assess stream channel dimensions at un-gaged stream sites. The contributing watershed area at the restoration site is approximately 18 mi². The length of the restoration reach was approximately 1,600 linear feet and involved coordination with three different landowners. Implementation of the restoration plan began in April of 2009 and was completed in September 2009. The WCRC was responsible for data collection, design development, acquisition of required permits, and all phases of implementation. The WCRC continues to monitor the site to ensure long-term success of the project by providing maintenance guidance to the affected landowner. This project was completed on time and within the budget established at the time the grant was initiated.

Assessment of Off Highway Vehicle (OHV) Trails in the Cove Creek Watershed, Lee Creek, Northwest Arkansas

Funding Source: U.S. EPA 319 Grant through ANRC and In-Kind Matching Funds from Project Partners

The WCRC partnered with the USDA Forest Service, Arkansas Game & Fish Commission, and the City of Fort Smith evaluates OHV trails and Best Management Practices (BMPs) to reduce sediment and habitat destruction for an area within the Lee Creek watershed. An assessment of the project area will provide information to identify restoration opportunities, recommend BMPs, water quality monitoring, and identify locations for stream bank and riparian restoration activities to be conducted. The WCRC is providing overall project management. Also, the WCRC has inventoried and mapped the existing roads, trails and nonpoint source areas of concern, within the project area. Specific areas were identified for targeting BMP applications, restoration practices, and identifying monitoring locations. The WCRC is monitoring impacts by evaluating the extent of soil erosion and the WEPP Roads model is being used to determine the magnitude of erosion expected from the current conditions that exist in the project area and compare it to the desired condition of the project area. The project is being funded through an EPA 319 grant along with matching funds from project partners.

Non Point Source Pollution (NPS) City of Fayetteville Phosphorus Reduction Plan

Funding Source: Geosyntec Consultants (City of Fayetteville)

The WCRC worked with a team of experts to develop a Phosphorus Reduction Plan for non-point source pollution for the City of Fayetteville. The WCRC's responsibility on this project included working with City staff to develop a stakeholder group to participate in the plan development and provide input. The WCRC developed two projects that were recommended to be funded by the stakeholder group. Implementation of these projects reduces phosphorus loads to the Beaver Lake Watershed and included using pasture renovation to increase rain water infiltration of pasture and other open spaces within the City and a stream restoration project that will reduce phosphorus contributions of over 400 lbs annually. The work was completed within the budget.



WCRC Statement of Qualifications

Geospatial Inventory and Assessment of Sediment from Unpaved Roads, Strawberry and Kings River Watersheds, AR

Funding Source: The Nature Conservancy

The WCRC partnered with the Nature Conservancy Arkansas Field Office (TNC) to evaluate unpaved roads in two rural watersheds in the Ozark Mountain Physiographic region. The WCRC evaluated 80 miles of unpaved roads in the North Big Creek watershed (a sub-watershed of the Strawberry River) and 60 miles in the Dry Fork Creek watershed (a sub-watershed of the Kings River). The project included two primary elements: 1) development of a GIS based inventory of unpaved road conditions and 2) estimation of sediment loads from unpaved roads entering the stream network using the U.S. Forest Service Water Erosion Prediction Project (WEPP) road model. Employing mobile GIS technology, the WCRC and TNC collected information that allowed the team to evaluate road conditions and identify road sections that were in the greatest need of implementation of BMPs to reduce sediment delivery to the stream network. The data was also used to generate maps to present findings to county road maintenance supervisors. Utilizing the data collected during the GIS inventory, the sediment load generated by the unpaved road network was estimated using the WEPP road model. Detailed information was collected for randomly selected road sections to create input data into the model. Based on the results of the modeled road sections, delivery coefficients were developed and sediment loads entering the stream network were estimated. The proposed cost for this work was \$30,000 and the actual cost was \$30,000. The work was completed on time based on the schedule established in the original work agreement.

Review of Existing Watershed Assessment Data for Bayou Bartholomew & Erosion Inventory on a Sub-Basin, South Arkansas

Funding Source: Winrock International (U.S. EPA Watershed Initiative Grant)

The WCRC was awarded a sub-contract from Winrock International for an assessment of a sub-watershed to Bayou Bartholomew. The work was funded as part of a Targeted Watershed Grant awarded by the EPA. Deep Bayou, a subwatershed in Bayou Bartholomew watershed, was selected for evaluation. Data and other information indicate that Deep Bayou generates a high annual sediment load and there is high average concentration of sediment. The existing data was evaluated and additional data was collected to serve as the basis of a water quality improvement plan that will reduce sedimentation. Streambank erosion was evaluated as a source of sediment within Deep Bayou. Bank erosion potential (bank erosion hazard index – BEHI and near bank shear stress - NBSS) was evaluated using a qualitative method that included parameters such as bank angle, bank height ratio, rooting depth, root density and bank protection. 14 miles of stream have been inventoried to determine streambank erosion potential. Streambanks that exhibited erosion potential of the highest qualitative categories were inventoried utilizing GPS, so that the streambanks with a high erosion potential could be mapped. By mapping these eroding streambanks, potential restoration sites were identified increasing the probability of restoration and sediment reduction. The proposed cost of this project was \$50,000 and the actual cost was \$50,000. This work was completed on time according to the proposed schedule established in the original contract.



Resume: Sandi J. Formica

Resume: Sandi J. Formica

Ms. Formica is the co-founder and executive director of the Watershed Conservation Resource Center. She has a proven administrative ability in the development, implementation and management of environmental programs; supervision and evaluation of professional staff; grant development, writing and budgeting; and establishment of working relationships with a variety of government agencies, industries and the public. Demonstrated technical expertise of the watershed management approach; sediment and nutrient watershed assessment; nonpoint and point source pollution; development, execution and management of special environmental projects; data evaluation and interpretation; animal-waste management system design and BMPs; identification of effective best management practices; water quality monitoring; pollution prevention; and environmental chemical processes. Experienced and knowledgeable in fluvial geomorphology, stream stability and restoration; environmental model development and assessment; TMDL development and implementation; chemical analysis; environmental regulations; NPDES and state permitting; and technical report writing. Ms. Formica has special skills of effectively communicating scientific/engineering data and natural environmental processes to non-technical people and coordinating stakeholders to resolve environmental issues. She has created the Mid-south Watershed Training Program, which has been providing training courses instrumental to watershed management to environmental professional throughout the country since 2005. Instrumental in implementing the watershed approach in Arkansas by working directly with local communities and natural resource agencies. Principal Investigator on several applied research projects including watershed assessments which include data inventories, pollutant load estimates, source identification and prioritization, development of potential solutions, and watershed monitoring; evaluation of waste management systems and BMP implementation in protecting water, soil, and air quality; and development of local, volunteer-based programs which share resources to provide improved manure handling and utilization to minimize impact to environment and costs to farmers.

DETAILED EXPERIENCE

Executive Director (December 2004 to Present), Watershed Conservation Resource Center (WCRC), Little Rock, AR.

Oversee and manages newly formed environmental non-profit organization. Responsible for project design; grant writing; developing budgets; providing technical assistance; and carrying-out watershed based projects. Current projects include a regional watershed education program for environmental

Watershed Conservation Resource Center

Executive Director

Years of Experience

Twenty-seven

Education

M.S., 1984, Chemical Engineering. University of Arkansas, Fayetteville, AR.

B.S., 1982, with Honors. Chemical Engineering, University of Arkansas, Fayetteville, AR

Special Recognition

Partnership for Environmental Excellence Award
EPA Region VI (Project Manager & Co-Principle Investigator for 319 Projects conducted in Buffalo River watershed)

Synergistic Activities

2000 – 2004; chair, Arkansas Watershed Advisory Group (AWAG): Initiated and help developed this multi-agency & organization working group that assists watershed partnerships in Arkansas

2002 and 2004; co-chair and chair, AWAG Watershed Conference: Developed, organized, and carried-out two state watershed conferences which focused on environmental training and education

October 2004; Arkansas Geomorphology Assessment Group: Initiated the forming of this group of professionals to encourage collaboration on assessment techniques and projects in Arkansas

1992 – 2009; instructor, presenter, & coordinator, Environmental Outreach: Throughout Arkansas, has developed presentations and training materials along with coordinating meetings & training on watershed management, BMPs, and assessment

Employment History

Watershed Conservation Resource Center, December 2004 to present. Arkansas Department of Environmental Quality, 1992 to 2004 FTN Associates, LTD., 1989 to 1992 Aluminum Company of America, 1989 St. Catherine's Indian School, 1986 to 1988 Badische Corporation, 1984 to 1985 University of Arkansas, Chemical Engineering Department, 1982 to 1984



professionals; unpaved road survey and sediment evaluation; stream bank erosion evaluation and prioritization; stream restoration design and implementation; and watershed sediment source and load estimate evaluation.

Environmental Preservation Division Chief (May 2001 to December 2004), Arkansas Department of Environmental Quality, Little Rock, AR.

Managed non-regulatory, technically-based Division of 11 employees with an annual budget of \$1 million. The Division consisted of three sections, Environmental Projects, Environmental Outreach, and Program Development. Programs and projects from these sections include applied research on effectiveness of best management practices at confined animal operations; watershed assessments which include evaluations of stream stability; development and implementation of watershed approach which includes providing both planning and technical assistance to watershed groups; providing water quality training to both high school teachers and students statewide; and the development of an agency pollution prevention program. All programs and projects emphasize implementation, education, and awareness. Over 9000 public contacts were made in 2002 from Division technical transfer workshops, information meetings, presentations, poster sessions, organizational meetings, and public outreach events.

Program Support Manager (January 1999 to April 2001), Arkansas Department of Environmental Quality, Little Rock, AR. Section Manager for the Watershed and Technical Support Section (WTSS) of the Environmental Preservation Division.

Responsible for the development, management, and administration of the WTSS program to 1) provided technical expertise and planning through proactive environmental projects that investigate both the environmental and economic benefits of potential solutions and 2) developed and implement state watershed strategies which focus on voluntary participation, local stakeholder involvement, and identifying viable solutions. Coordinated, supervised and evaluated the WTSS professional staff of five engineers and scientists. Secured funding for special projects including approximately two million dollars of environmental grant monies to help improve and protect the state's natural resources. Represented the ADEQ on several state environmental task force committees and has developed two committees to address swine and dairy manure management issues. Coordinated with other ADEQ divisions, state and federal agencies, universities, citizens and other groups to

**Watershed Conservation
Resource Center**

Executive Director

Selected Publications:

S.J. Formica, M.A. Van Eps, M.A. Nelson, A.S. Cotter, T.L. Morris, J.M. Beck. "West Fork White River Watershed - Sediment Source Inventory and Evaluation." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

M.A. Van Eps, S.J. Formica, T.L. Morris, J.M. Beck, A.S. Cotter. "Using a Bank Erosion Hazard Index (BEHI) to Estimate Annual Sediment Loads from Streambank Erosion in the West Fork White River Watershed." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

Brye, K.R., T.L. Morris, D.M. Miller, S.J. Formica, M.A. Van Eps. 2004. "Estimating Bulk Density in Vertically Exposed Stoney Alluvium Using a Modified Excavation Method." Journal of Environmental Quality. In Press.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; and Van Eps, M.A. 2001. "Using Data, Communication, and Education to Improve Swine Waste Management in the Buffalo River Watershed." Published in the proceedings of the 2nd National Conference, "Nonpoint Source Pollution Information & Education Programs," to be held May 15-17, Chicago, IL.

Formica, S.J.; Anderson, W.M.; Van Eps, M.A.; Morris, T.; and Srivastava, Puneet. 2001. "A Community Approach to Handling and Utilizing Dairy Manure in the Buffalo River Watershed." Published in the proceeding of the Natural Resource, Agriculture, and Engineering Service, "Dairy Manure Systems: Equipment and Technology," held March 20-22, Rochester, NY.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; Van Eps, M.A.; and Anderson, W.M. 2001. "Buffalo National River Watershed: Partnerships to Improve Swine Waste Management." EPA Section 319 Success Stories, Vol. 3.

Srivastava, Puneet; Formica, S.J.; and Van Eps, M.A. 2001. "A Watershed Approach to Assess the West Fork of the White River." Abstract published in the proceedings of Arkansas Water Resource Center, "TMDL and Related Water Quality Issues Conference" held April 3-4, Fayetteville, AR.

Pote, D.H.; Reed, B.A.; Daniel, T.C.; Nichols, D.J.; Moore, P.A., Jr.; Edwards, D.R.; and Formica, S.J. 2001. "Water-Quality Effects of Infiltration Rate and Manure Application Rate for Soils Receiving Swine Manure." Journal of Soil and Water Conservation, Vol. 56, No1.



address environmental issues and, specifically, initiated and chairs the Arkansas Watershed Advisory Group whose mission is "to assist interested citizens and organizations by promoting local voluntary approaches to watershed management and conservation." Developed and coordinates information workshops to provide an avenue of education and communication between government agencies, scientists and the public. Principal investigator, project manager, and technical expert for five nonpoint source pollution projects which involve watershed assessment; evaluation of waste management systems and BMPs in protecting water, soil and air quality; implementation of BMPs through education, training, community programs and cost-share assistance; and coordination of project technical teams, participants, and stakeholders. Developed new special projects and programs to address environmental concerns. Provides technical and planning expertise to other divisions, government agencies, farmers, conservation districts and industries. Projects have been recognized locally, regionally, and nationally for their technical integrity and success in partnership building among stakeholders.

Engineer II and Project Manager (November 1994 to December 1998), Arkansas Department of Pollution Control and Ecology, Little Rock, AR.

Environmental Preservation Division: Responsible for the development and management of a proactive technical support group focusing on solving environmental problems through investigating the environmental and economic benefits of potential solutions. Managed nonpoint source pollution projects (\$1.8 million) in which animal-waste management practices are evaluated for their effectiveness in protecting water quality and provides technical assistance to individuals, industries, and agency personnel. Coordinated with all state, federal, and/or private agencies involved in nonpoint source projects. Provides technical support to projects by performing the following:

- 1) Reviewed and evaluates existing waste management systems and designs, current waste management practices, and water quality data.
- 2) Developed water quality sampling plans, performs water quality evaluations, and assists with water quality modeling. Recruits funds to support the technical group and supervises two project field personnel and one engineer. Initiated the expansion of this group to include watershed management planning and modeling.

**Watershed Conservation
Resource Center**

Executive Director

Selected Publications:

Funkhouser, J., Little, P., Brahana, V., Kresse, T., Anderson, M., **Formica, S.J.**, and Huetter, T. 1999. "Methodology to Study the Effects of Animal production in Mantled Karst Aquifers of the Southern Ozarks." Proceedings from the AWRA Annual Summer Specialty Conference, "Science Into Policy: Water in the Public Realm/Wildland Hydrology" held June 30 - July 2, Bozeman, Montana.

Van Eps, M.A.; **Formica, S.J.**; Kresse, T.M.; Czarnomski, A.; Morris, T.; VanSchaik, E.; Giese, J. 1998. "Survey of Arkansas Swine Liquid Waste Systems." Proceedings from "International Conference on Agricultural Engineering" held in Oslo, Norway. Paper No. 98-E-017. (presentation by Formica)

Formica, S.J., Giese J., Kresse, T.M., Morris, T., VanSchaik, E. 1996. "A Review of Existing Liquid Waste Management Systems at Confined Swine Farms and their Effectiveness in Protecting Water Quality." Proceedings from the 9th Annual AWRA/AGWA Symposium. Little Rock, AR. (presentation by Formica)

Kresse, T.M., VanSchaik, E., **Formica, S.J.**, and Morris T. 1996. "Ground Water Quality from Confined Swine Operations." Proceedings from the Conference on Diversity of Arkansas Water Resource Research. Arkansas Water Resources Center Publication No. MSC-195, p.30-36

Formica, S.J., Giese J., Kresse, T.M., Morris, T. April, 18-20, 1995. "Nonpoint Source Watershed Activities in the Buffalo River Watershed." Proceedings from U.S. EPA Watershed Success in Region 6, Part 1, p. 251-255.

Gross, M.A.; **S.J. Formica**; L.C. Gandy and J. Hestir. 1991. "A Comparison of Local Waste Materials for Sulfate Reducing Wetland Substrate." Proceedings from Constructed Wetlands for Water Quality Improvement, An International Symposium, Oct. 21-24, Pensacola, FL.

Gandy, L.C.; **S.J. Formica** and M.A. Gross. 1991. "An Evaluation of Vertical Flow Sulfate Reducing Wetlands to Treat Low pH, Low Sulfate Acid Mine Drainage Using Column Experiments." Proceedings from XII Annual National Symposium on Mining, p. 81-93.

Formica, S.J.; J.A. Baron; L.T. Thibodeaux and LT Valsaraj. 1988. PCB Transport into Lake Sediments; Conceptual Model and Laboratory Simulation. Env. Science and Tech., Vol. 22, No. 12, p. 1435.

Kresse, T.M.; L.J. Thibodeaux, and **S.J. Formica**. 1985. Desorption of PCB from Lake Sediment: Abstracts with Programs. South-Central section, Geol. Soc. Amer., Vol. 17, p. 163.



Inspection Engineer II (February 1992 to September 1994), Arkansas Department of Pollution Control and Ecology, Little Rock, AR. Water Division:

Reviewed and evaluated engineering plans for the treatment/utilization of animal waste at agricultural facilities and wastewater at commercial facilities. Drafted State Water Permits and performed site visits at facilities. Assisted with the development of educational programs for operators and evaluation of water quality impacts from nonpoint source pollution.

Chemical Engineer (July 1989 to February 1992), FTN Associates, LTD., Little Rock, AR.

Experience in environmental model development, modeling, and model assessment. Performed several waste-load allocation studies, which involved water quality modeling. Participated in the development, design, and evaluation of a pilot-constructed wetland treatment system used to treat acid mine drainage. Participated in water quality assessment and evaluation studies, Toxicity Reduction Evaluation, and a wastewater treatment evaluation. Gained experience in NPDES permitting and knowledge of environmental regulations.

Chemical Engineer (January 1989 to June 1989), Aluminum Company of America, Bauxite, AR.

Designed experiments and performed testing for the development of new products in the Product Development Group. Supervised the research and development of an anion-absorbing chemical product for use in wastewater treatment process.

Secondary Mathematics and Science Teacher (August 1986 to May 1988), St. Catherine's Indian School, Santa Fe, NM.

Taught Geometry, Pre-Calculus, Chemistry and Physics to upper level high school students. Duties included daily class preparation, presentation of class material, evaluation of student's performance, and organization of physics and chemistry laboratory experiments.

Chemical Engineer (May 1984 to August 1985), Badische Corporation, Freeport, TX.

Designed projects to improve plant operations. Organized, coordinated and performed cost analysis of plant projects. Supervised work teams of 2-5 people for project installation. Performed design calculations and economic evaluations of potential chemical production processes. Performed quality control study by simulating chemical plant process in the laboratory.

Research and Departmental Assistant (August 1981 to April 1984), Chemical Engineering Department, University of Arkansas, Fayetteville, AR.

Designed and performed laboratory simulation of PCB-contaminated lake system while obtaining graduate degree. Developed and tested mathematical model of the system. Corrected student assignments in mass-transfer, kinetics, and thermodynamics during senior year of undergraduate school.



Resume: Matthew A. Van Eps, PE

Matthew Van Eps, PE, is the associate director and co-founder of the Watershed Conservation Resource Center. Mr. Van Eps possess a diverse and unique work experience history that has facilitated the development of specialized watershed assessment, conservation and restoration skills. He is currently the project engineer for three design and build stream restoration projects in Northwest Arkansas. His background has served to develop his scientific and philosophical understanding of the physical, chemical, biological, and anthropogenic processes affecting watershed resources. He has been a project engineer on numerous watershed assessment projects in both rural and urban settings. He was also the project engineer for several projects that evaluated the implementation of BMPs to reduce the impact of confined animal operation on water quality in Arkansas. Mr. Van Eps has a broad background in watershed management and has expertise in many aspects of the field including assessment, regulatory issues, stream stability analysis, stream restoration design practices, integration of stakeholder involvement, nutrient management, non-point source pollution; and BMP identification and implementation

Associate Director (December 2004 to Present), Watershed Conservation Resource Center (WCRC), Little Rock, AR. Provides technical, engineering, and project design expertise for recognized environmental nonprofit organization. Stream restoration design development and implementation project engineer. Responsible for all GIS applications; restoration design; and field data collection. Assists with budgeting; grant development; and project development.

Engineer PE, Environmental Projects Section Manager, AR Dept. of Environmental Quality September 1997-December 2004. West Fork White River Watershed Assessment.

Project engineer for a watershed assessment of the West Fork White River in Northwest Arkansas. Surveyed the West Fork White River (WFWR) and tributaries evaluating the erosion potential of stream banks using a Bank Erosion Hazard Index. Developed and implemented a progressive and efficient data collection and presentation process utilizing a GIS interface and hand-held computing technology. Selected suitable locations for the installation of permanent cross-section locations to assist in evaluating stream stability of the WFWR. Performed computations and analysis of geomorphology data collected for the WFWR assessment. Collected data to develop a bank erosion sediment delivery model. Reviewed Quality

Watershed Conservation Resource Center

Associate Director

PE License #: 10661

Years of Experience

Fourteen

Education

University of Arkansas- Fayetteville, Arkansas
Master of Engineering Degree in Environmental
Engineering, December 1996

Virginia Polytechnic Institute and State University
- Blacksburg, Virginia
Bachelor of Science Degree in Chemical
Engineering, May 1993

Professional Training

Dr. Rosgen's Wildland Hydrology Courses:
-Applied Fluvial Geomorphology
-River Morphology & Applications
-River Assessment & Monitoring
-River Restoration & Natural Channel Design

Special Recognition

Partnership for Environmental Excellence
Award EPA Region VI

Employment History

Watershed Conservation Resource Center
2004 - present
Arkansas Department of Environmental Quality
1997 - 2004
Challenge Environmental Laboratories 1997
University of Arkansas Civil Engineering Department
1994 to 1996

Synergistic Activities

Member of Green Infrastructure Environmental
Subcommittee for Fayetteville Green Infrastructure
Project 2009

Guest Lecturer for Ecological Engineering course at
the University of Arkansas 2009

Guest Lecturer for Environmental Soil and Water
Science course at the University of Arkansas 2009

Presented Stream Morphology concepts to attendees
of the Region 6 MS4 annual meeting in 2007



Assurance Project Plans (QAPP) to be submitted to the EPA addressing stormwater and biological sampling methods in the watershed.

Urban Watershed Assessment.

Principal investigator for assessing the condition of the Rock Creek watershed in Little Rock, Arkansas. Developed project proposal, work plan, budget, and EPA approved QAPP documentation for urban watershed assessment. Supervised and coordinated the collection and analysis of data including; landuse, impervious surface analysis, and delineation of watershed and sub-watershed boundaries utilizing GIS; utilization of visual watershed assessment methods and handheld PC GIS interface for rapid assessment and prioritization; evaluation of historical flow data to determine changes in local hydrology; development of a flow weighted storm water quality sampling program; and collected and evaluated fluvial geomorphology data to determine stream stability and restoration potential.

Fluvial Geomorphology Data Collection and Evaluation.

Collected and analyzed fluvial geomorphology data to establish relationships between watershed area and stream channel geometry for the Boston Mountain physiographic region. Obtained and evaluated historical USGS gage station records to determine flood return frequency as well as gage height and channel geometry relationships. Collected stream bank erosion data to develop relationship between stream bank erosion variables and erosion rates. Performed a bank erosion survey for the City of Rogers, Arkansas for 15 miles of Osage Creek and headwater tributaries. Provided comment, critical review and technical assistance on proposed stream bank stabilization projects to increase success and reduce costs. Received over 120 hours of fluvial geomorphology training from Dave Rosgen, P.H. Assisted Mr. Rosgen during training courses conducted in Northwest Arkansas, including selection of sites for students to observe geomorphologic process and providing assistance to students performing assessments in the field. Provided field based instruction of basic fluvial geomorphology concepts to attendees of the 1st Arkansas Watershed Advisory Group Conference in October 2002. He is an instructor for the Basic Field Techniques to Determine Stream Morphology training course presented by the WCRC Mid-South Watershed Training Program.

Watershed Conservation Resource Center

Associate Director

Selected Publications:

M.A. Van Eps, S.J. Formica, T.L. Morris, J.M. Beck, A.S. Cotter. "Using a Bank Erosion Hazard Index (BEHI) to Estimate Annual Sediment Loads from Streambank Erosion in the West Fork White River Watershed." *Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds,"* held September 12-15, 2004, St. Paul, MN.

S.J. Formica, M.A. Van Eps, M.A. Nelson, A.S. Cotter, T.L. Morris, J.M. Beck. "West Fork White River Watershed - Sediment Source Inventory and Evaluation." *Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds,"* held September 12-15, 2004, St. Paul, MN.

Brye, K.R., T.L. Morris, D.M. Miller, S.J. Formica, M.A. Van Eps. 2004. "Estimating Bulk Density in Vertically Exposed Stoney Alluvium Using a Modified Excavation Method." *Journal of Environmental Quality.* In Press.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; and Van Eps, M.A. 2001. "Using Data, Communication, and Education to Improve Swine Waste Management in the Buffalo River Watershed." Published in the proceedings of the 2nd National Conference, "Nonpoint Source Pollution Information & Education Programs," held May 15-17, Chicago, IL.

Formica, S.J.; Anderson, W.M.; Van Eps, M.A.; Morris, T.; and Srivastava, Puneet. 2001. "A Community Approach to Handling and Utilizing Dairy Manure in the Buffalo River Watershed." Published in the proceedings of the Natural Resource, Agriculture, and Engineering Service, "Dairy Manure Systems: Equipment and Technology," held March 20-22, Rochester, NY.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; Van Eps, M.A.; and Anderson, W.M. 2001. "Buffalo National River Watershed: Partnerships to Improve Swine Waste Management." To be published in U.S. EPA Section 319 Success Stories, Volume 3.

Srivastava, Puneet; Formica, S.J.; and Van Eps, M.A. 2001. "A Watershed Approach to Assess the West Fork of the White River." Published in the proceedings of the Arkansas Water Resource



City of Fayetteville Staff Review Form

C. 7
Amend Ordinance 5311
Page 1 of 20

City Council Agenda Items and Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
Agenda Items Only

Alison Jumper

Submitted By

Park Planning

Division

Parks and Recreation

Department

Action Required:

Staff recommends the approving an amendment to Ordinance 5311 for the construction approximately 597 feet of 8" sewer line estimated at \$33,720, including a 15% project contingency, from the Veterans Memorial Park restroom to a sewer lift station located in the adjacent development.

\$ 30,720.00

Cost of this request

\$ 35,295.00

Category / Project Budget

Lake Fayetteville Improvements

Program Category / Project Name

2250.9255.5315.00

\$ 4,003.13

Funds Used to Date

Parks Development

Program / Project Category Name

02043.1002

Project Number

\$ 31,291.87

Remaining Balance

Parks Development/PLDO (NE)

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City Clerk's Office 07-15-10 P05:35 RCVD

Kim G.

Chief of Staff

Date

Received in Mayor's Office

ENTERED
7/16/10

BER

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Director of Parks and Recreation *C. E.*

From: Alison Jumper, Park Planning Superintendent *aj*

Date: July 12, 2010

Subject: Amendment to Ordinance 5311

PROPOSAL:

City Council approved Ordinance 5311 on April 6, 2010 approving a bid waiver for the construction and engineering of approximately 597 linear feet of 8" sanitary sewer line from the Veterans Memorial Park restrooms to a new lift station. Since that time, costs for construction have decreased, making an ordinance amendment necessary.

Construction costs have been provided to the City by NEC, Inc. and H2 Engineering for these improvements as follows:

Sewer Line construction	\$ 25,319.00
Design	\$ <u>4003.13</u>
Total	\$ 29,322.13

RECOMMENDATION:

Staff recommends the approving an amendment to Ordinance 5311 for the construction approximately 597 feet of 8" sewer line estimated at \$33,720, including a 15% project contingency, from the Veterans Memorial Park restroom to a sewer lift station located in the adjacent development.

BUDGET IMPACT:

Total construction costs including a 15% project contingency is \$33,720 and will be funded from Park Land Dedication Funds, Northeast Quadrant. Payment in the amount of \$3,000 has been made to H2 Engineering for design, making the total remaining cost \$30,720.

Attachments:
Bid from NEC, Inc.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5311 TO ACCURATELY REFLECT THE TOTAL CONTRACT AMOUNT WITH NEC, INC. AND H2 ENGINEERING, INC. OF \$29,322.13 FOR SEWER IMPROVEMENTS AT VETERANS MEMORIAL PARK, AND TO REDUCE THE PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance No. 5311 to accurately reflect the total contract amounts with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby amends Ordinance No. 5311 by replacing Exhibit "A" of the Ordinance with the attached Exhibit "A."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends the project contingency approved in Ordinance No. 5311 to \$4,397.87.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



2425 S. 5th Place
Rogers, AR 72758

To:	City Of Fayetteville	Contact:	
Address:	113 W. Mountain Street Fayetteville, AR 72701	Phone:	
Project Name:	Park Centre Sewer Extension	Bid Number:	
Project Location:	Park Centre, Fayetteville, AR	Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	000	Site Prep & Clean-up	1.00	LS	\$1,775.00	\$1,775.00
	001	8" PVC Sewer Main Including Base Backfill As Needed	560.00	LF	\$24.90	\$13,944.00
	002	Manhole 4' ID	5.00	EACH	\$1,800.00	\$9,000.00
	003	Maintenance Bond For 2 Years At 25%	1.00	LS	\$600.00	\$600.00

Total Bid Price: \$25,319.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

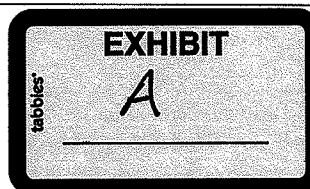
CONFIRMED:

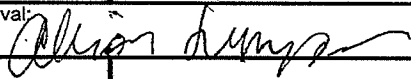
N.E.C., Inc.

Authorized Signature: _____

Estimator: _____

[Handwritten Signature]



City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order) All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us							Requisition No.:		Date:		
							P.O Number:		Expected Delivery Date:		
Vendor #:		Vendor Name:					Mail Yes:___ No:___				
		NEC, Inc.									
Address:						Fob Point:		Taxable Yes:___ No:___		Quotes Attached Yes:___x___ No:___	
2425 S. 5th Place											
City:		State:		Zip Code:		Ship to code:		Divison Head Approval:			
Rogers		AR		72758							
Requester:						Requester's Employee #:		Extension:			
Alison Jumper						2369		469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1											
2	Construction of sewer line per attached quote	1	L.S.	25,319.00	\$25,319.00	2250.9255.5315.00	02043.1002				
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions:							Subtotal: <u>\$25,319.00</u> Tax: _____ Total: <u>\$25,319.00</u>				
Approvals:											
Mayor: _____			Department Director: _____			Purchasing Manager: _____					
Finance & Internal Services Director: _____			Budget Manager: _____			IT Manager: _____					
Dispatch Manager: _____			Utilities Manager: _____			Other: _____					

ORDINANCE NO. 5311

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING CONTRACTS WITH NEC, INC. AND H2 ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$30,690.63 FOR SEWER IMPROVEMENTS AT VETERANS MEMORIAL PARK, APPROVING A PROJECT CONTINGENCY OF \$4,404.00, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, the restrooms at Veterans Memorial Park at Lake Fayetteville currently utilize a septic system which requires occasional maintenance and raises concern regarding the age of the system and its proximity to Lake Fayetteville, and;

WHEREAS, NEC, Inc. is constructing Park Centre, a mixed-use development south of Veterans Memorial Park, and is required to construct a sewer lift station to provide sewer service to the site which will be located approximately fifty (50) feet from the park's south boundary, and;

WHEREAS, H2 Engineering, Inc. has knowledge of the capacities and elevations of the sewer lift station that is critical to the design of the sewer connection to the restrooms at Veterans Memorial Park, and is working as the engineering firm on the Park Centre project with NEC, Inc., and;

WHEREAS, the City would benefit from utilizing the Park Centre developer and engineers to design and construct a sewer line from the lift station to the restrooms at Veterans Memorial Park;

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 an exceptional situation exists in which formal competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves contracts with NEC, Inc. and H2 Engineering, Inc. in the total amount of \$30,690.63 for construction of sewer improvements at Veterans Memorial Park. Copies of the contracts, marked as Exhibits "A" and "B," are attached hereto and made a part hereof.

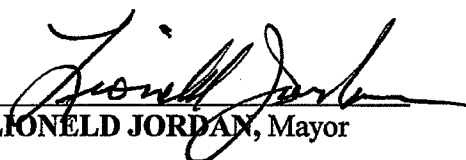
Page 2
Ordinance No. 5311

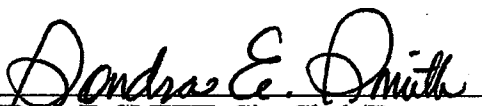
Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$4,404.00 and a budget adjustment of \$35,295.00, a copy of which is marked as Exhibit "C" attached hereto and made a part hereof.

PASSED and APPROVED this 6th day of April, 2010.

APPROVED

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer





2425 S. 5th Place
Rogers, AR 72758

To: City Of Fayetteville Address: 113 W. Mountain Street Fayetteville, AR 72701	Contact: Phone: Fax:
Project Name: Park Centre Sewer Extension Project Location: Park Centre, Fayetteville, AR	Bid Number: Bid Date:

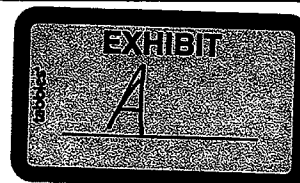
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	000	Additional Tree Clearing	1.00	LS	\$535.00	\$535.00
	001	8" PVC Sewer Main Including Base Backfill As Needed	597.00	LF	\$27.50	\$16,417.50
	002	Manhole 4' ID	5.00	EACH	\$1,825.00	\$9,125.00
	003	Maintenance Bond For 2 Years At 25%	1.00	LS	\$610.00	\$610.00
Total Bid Price:						<u>\$26,687.50</u>

Notes:

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: N.E.C., Inc. Authorized Signature: _____ Estimator: _____
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3/17/2010 8:55:40 AM

Page 1 of 1





**PROPOSAL FOR ENGINEERING SERVICES
For THE CITY OF FAYETTEVILLE
VETERANS PARK SEWER EXTENSION
MARCH 22, 2010**

SCOPE OF SERVICES:

Task 1 – Sewer Extension Construction Plans – H2 Engineering, Inc., as part of this proposal, will produce a set of construction plans and reports which meet or exceed the requirements, standards, and specifications of the City of Fayetteville. This set of construction plans will include a sanitary sewer main extension from the existing restroom facilities on the south side of Veterans Park to the proposed Park Centre Lift Station. This task includes permits (excluding the associated fees) and a letter of approval from the City of Fayetteville Engineering Department and the Arkansas Department of Health. *Easement dedication is not part of this proposal. Easement dedication shall be the responsibility of the City of Fayetteville.* Task 1 shall be considered complete upon construction plan approval from the City of Fayetteville Engineering Department and the Arkansas Department of Health.

Task 2 – Construction Inspection and As-Built Plans – H2 Engineering, Inc. will coordinate and attend all site work pre-construction conferences as required by the City of Fayetteville. We will provide inspection specifically for utility improvements, as required by the City of Fayetteville. *Construction staking is NOT within the scope of this contract. The addition of construction staking shall be performed on an HOURLY BASIS as reflected in Paragraph 9 under "Additional Services."* We will coordinate and attend the site work Final Inspection by the City of Fayetteville. We will generate a final inspection punch list (based on City of Fayetteville comments) and supervise completion, by the respective contractor, of each punch list item. We will produce as-built plans upon completion of the project's site work as required by the City of Fayetteville. Task 2 shall be considered complete when the as-built plans have been accepted by the City of Fayetteville.

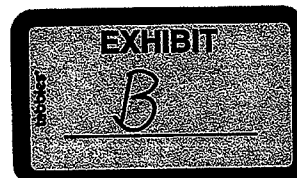
FEES AND BILLING:

The above tasks (1-2) will be performed for an amount equal to 15% of the construction cost of the project. This project's construction cost is currently estimated at approximately \$27,000. Based on this estimated construction cost, the estimated 15% engineering fee would be \$4,050. This is an estimate only and is subject to change based on the actual construction contract with the Contractor. **ADDITIONAL HOURLY WORK WILL BE PERFORMED ON AN HOURLY RATE AS REFLECTED IN PARAGRAPH 9 UNDER "ADDITIONAL SERVICES."**

Billing of this fee will be submitted on a monthly basis as a percent complete of the associated activities. All invoices are due upon receipt. For bills which are not paid within 30 days, an additional 5% of the billed amount will be accrued for each delinquent 30day period thereafter. H2 Engineering, Inc. reserves the right to discontinue work on this project if invoices are not paid within 45 days. The following represents the task breakdown of engineering compensation for this project:

Total Estimated Engineering Fee (Tasks 1 – 2) = \$4,050

- Task 1 – 75% of Engineering Fee
- Task 2 – 25% of Engineering Fee



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

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Amend Ordinance 5311
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Budget Year 2010	Department: Operations Division: Parks & Recreation Program: Parks Development Capital	Date Requested 3/18/2010	Adjustment Number
--------------------------------	---	--	-------------------

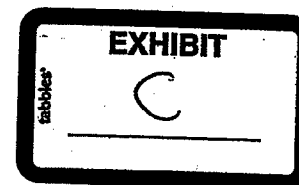
Project or Item Added/Increased:
To increase funding to construct approximately 597 feet of 8" sewer line from the Veteran's Memorial Park restroom to a sewer lift station located in the Park Centre development.

Project or Item Deleted/Reduced:
Reduce Park Land Dedication funds to allow for construction of sewer at Veteran's Memorial Park.

Justification of this Increase:
Additional funding has become available in this Park Land Dedication Quadrant since our last CIP Plan was submitted.

Justification of this Decrease:
This adjustment is administrative:

There is adequate funds in these accounts to fund this line item.



Account Name	Increase Budget Account Number	Amount	Project Number
Contract Services	2250 9255 5315 00	35,295	02043 1002

Account Name	Decrease Budget Account Number	Amount	Project Number
Greenspace Fees - NE	2250 0925 4419 01	35,295	02043 1002

<u>Alison Jumper</u> Division Head	3/18/2010 Date
<u>B. Steele</u> Budget Director	3/22/10 Date
<u>Connie Almon</u> Department Director	3/18/2010 Date
<u>Paul A. Butler</u> Finance Director	3-23-2010 Date
<u>Don Miller</u> Chief of Staff	3-24-10 Date
<u>Donald Jordan</u> Mayor	3/23/10 Date

V.090403

Budget & Research Use Only

Type: A B C D E

Requested By _____

General Ledger Date _____

Posted to General Ledger

Posted to Project Accounting

Initial _____	Date _____
Initial _____	Date _____

City of Fayetteville Staff Review Form

C. 7
Amend Ordinance 5311
Page 11 of 20

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

4/6/2010

**City Council Meeting Date
Agenda Items Only**

Alison Jumper
Submitted By

Park Planning
Division

Parks and Recreation
Department

Action Required:

Staff recommends the approval of a bid waiver for NEC, Inc. and H2 Engineering to construct approximately 597 feet of 8" sewer line estimated at \$30,691 from the Veteran's Memorial Park restroom to a sewer lift station located in the Park Centre development and including a 15% project contingency in the amount of \$4,404 for a total cost of \$35,295.

\$ 35,295.00
Cost of this request

\$ 48,006.00
Category / Project Budget

Lake Fayetteville Improvements
Program Category / Project Name

2250.9255.5315.00

\$ -
Funds Used to Date

Parks Development
Program / Project Category Name

02043.1002
Project Number

\$ 48,006.00
Remaining Balance

Parks Development/PLDO (NE)
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Connie Emerson 3-18-10
Department Director Date

Previous Ordinance or Resolution # _____

John B. Kelly 3-22-10
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker 3-23-2010
Finance and Internal Services Director Date

Received in City Clerk's Office
ENTERED
3-19-10 King

Don Mann 3-24-10
Chief of Staff Date

Received in Mayor's Office
ENTERED
3/23/10 PH

Donnell Jordan 3/25/10
Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Director of Parks and Recreation

From: Alison Jumper, Park Planning Superintendent 

Date: March 17, 2010

Subject: Proposed Bid Waiver for construction of sanitary sewer connection for Veteran's Park at Lake Fayetteville

PROPOSAL:

NEC, Inc. is constructing Park Centre, a mixed use development south of Veteran's Memorial Park at Lake Fayetteville, north of Zion Road. As a part of this development, the developer is required to construct a sewer lift station to provide sewer service to the site.

The restrooms at Veteran's Memorial Park currently utilize a septic system. The septic system has not been problematic; however, it does require occasional maintenance and raises some concern regarding the age of the system and its proximity the lake. Connecting to a public sanitary sewer system would eliminate future septic maintenance as well as concerns of aging and potential lake contamination. The required sewer lift station in the Park Centre development is located approximately 50 feet from the park's south boundary.

The City would benefit from utilizing the development's engineering firm and contractors to design and construct the sewer line from the lift station to the restroom while they are on site. The developer's engineering firm, H2 Engineering has knowledge of the capacities and elevations of the sewer lift station that is critical to the design of the sewer connection to the restroom. Utilizing NEC, Inc. to construct the sewer line while they are on site would reduce costs for mobilizing equipment, bidding and advertising.

Construction costs have been provided to the City by NEC, Inc. and H2 Engineering for these improvements as follows:

Sewer Line construction	\$ 26,687.50
Design	\$ 4003.13
Total	<u>\$ 30,690.63</u>

RECOMMENDATION:

Staff recommends the approval of a bid waiver for NEC, Inc. and H2 Engineering to construct approximately 597 feet of 8" sewer line estimated at \$30,691 from the Veteran's Memorial Park restroom to a sewer lift station located in the Park Centre development and including a 15% project contingency in the amount of \$4,404 for a total cost of \$35,295.

BUDGET IMPACT:

The final costs to the City will be based upon actual costs as documented by NEC subject to review by the City and may, or may not exceed the submitted estimate. However, the City's cost will not exceed the estimate without additional authorization.

Attachments:

Estimate from NEC, Inc.
Estimate from H2 Engineering
Budget Adjustment
Project Accounting Request
Purchase Requests

Changed from Resolution
to Ordinance. Moved from
Consent to NB#5 C.S.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING CONTRACTS WITH NEC, INC. AND H2 ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$30,690.63 FOR SEWER IMPROVEMENTS AT VETERANS MEMORIAL PARK, APPROVING A PROJECT CONTINGENCY OF \$4,404.00, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, the restrooms at Veterans Memorial Park at Lake Fayetteville currently utilize a septic system which requires occasional maintenance and raises concern regarding the age of the system and its proximity to Lake Fayetteville, and;

WHEREAS, NEC, Inc. is constructing Park Centre, a mixed-use development south of Veterans Memorial Park, and is required to construct a sewer lift station to provide sewer service to the site which will be located approximately fifty (50) feet from the park's south boundary, and;

WHEREAS, H2 Engineering, Inc. has knowledge of the capacities and elevations of the sewer lift station that is critical to the design of the sewer connection to the restrooms at Veterans Memorial Park, and is working as the engineering firm on the Park Centre project with NEC, Inc., and;

WHEREAS, the City would benefit from utilizing the Park Centre developer and engineers to design and construct a sewer line from the lift station to the restrooms at Veterans Memorial Park;

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 an exceptional situation exists in which formal competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves contracts with NEC, Inc. and H2 Engineering, Inc. in the total amount of \$30,690.63 for construction of sewer improvements at Veterans Memorial Park. Copies of the contracts, marked as Exhibits "A" and "B," are attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency of \$4,404.00 and a budget adjustment of \$35,295.00, a copy of which is marked as Exhibit "C" attached hereto and made a part hereof.

PASSED and APPROVED this 6th day of April, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACTS WITH NEC, INC.
AND H2 ENGINEERING, INC. IN THE TOTAL AMOUNT OF
\$30,690.63 FOR SEWER IMPROVEMENTS AT VETERANS
MEMORIAL PARK, APPROVING A PROJECT CONTINGENCY
OF \$4,404.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas,
hereby approves contracts with NEC, Inc. and H2 Engineering, Inc. in the total
amount of \$30,690.63 for construction of sewer improvements at Veterans
Memorial Park. Copies of the contracts, marked Exhibits "A" and "B," are
attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas,
hereby approves a project contingency of \$4,404.00 and a budget adjustment of
\$35,295.00, a copy of which is marked as Exhibit "C" attached hereto and made a
part hereof.

PASSED and APPROVED this 6th day of April, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ADDITIONAL SERVICES:

The following items are assumed to be additional services, reimbursable services, or work to be performed by others and are in addition to costs quoted herein above for all work:

1. Any services beyond the scope of what is outlined in this proposal.
2. Expense of reproduction of drawings and specifications other than for inter-office use.
3. Special renderings, presentations, or visual graphics not included in this estimate.
4. Work related to appeals from decisions rendered by agencies on permits or site issues that affect our work are assumed to be additional services.
5. Fees for permit and permit applications and legal fees and expenses involved with review of applications and decisions rendered by agencies.
6. Cost of geotechnical investigations are assumed to be work performed by others and are to be reimbursable expenses or paid directly by owner.
7. *Costs of other consultants which may be required for work not specified in this proposal, which includes testing of utilities and roadway mats, traffic studies, extensive hydrological/flood studies, wetlands determinations, landscape design, tree assessments, and architectural renderings.*
8. Costs of identifying, procuring, and filing off-site utility easements as may be required by the City. We will perform this service at the hourly rate indicated in paragraph 9.
9. Costs related to making revisions in drawings or other documents when such revisions are inconsistent with approvals or instructions previously given by the owner, including revisions made necessary by adjustments in the owner's project budget, or due to changes required as a result of the owner's failure to make decisions in a timely manner. These costs will be billed on the following hourly rate:
 - a. Project Engineer - \$125 per hour
 - b. Drafting / Engineering Technician - \$85 per hour
 - c. Stakeout Crew - \$100 per hour
 - d. Surveyor - \$100 per hour

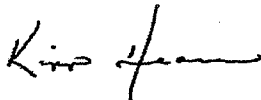
CHANGES IN SERVICES:

The Client reserves the right to request changes in the services. If the requested changes by the Client require additional engineering services, then in that event the Engineer shall be compensated for the services requested.

Upon mutual acceptance of desired and necessary changes, and of an equitable adjustment of engineering costs, a Supplemental Engineering Services Agreement shall be executed and shall be approved by the Client prior to the performance of any changed service.

H2 Engineering, Inc.

Client



Kipp Hearne, P.E.
President

From: "Jeremy Thompson" <jthompson@h2ei.net>
To: "Alison Jumper" <ajumper@ci.fayetteville.ar.us>
Date: 3/17/2010 11:16 AM
Subject: Parks SS @ Park Centre
Attachments: Park Centre Sewer Extension_Rev-1.pdf

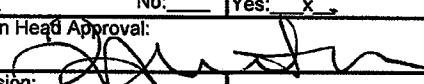
Alison,

Here is the estimate from the contractor. Looks like our new route added tree removal and an additional manhole. Our engineering fee will just be 15% of the final contract price. Based on this estimate from NEC of \$26,687.50, our engineering fee would be \$4,003.13 for a total estimate of \$30,690.63. The contractor will give an actual number if we are given the notice to proceed and produce an actual construction plan.

I'm a little busy today so I didn't have time to put this into a formal proposal – I can do that later if you need me to. Hopefully these numbers will help you get started, though.

Thanks,

Jeremy Thompson, PE, LEED AP
Vice President
H2 Engineering, Inc.
(479) 582-4234

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order)						Requisition No.:		Date:		
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us						P.O Number:		Expected Delivery Date:		
Vendor #: 16130		Vendor Name: H2 Engineering				Mail Yes:___ No:___				
Address: 2758 Millennium Dr.					Fob Point:		Taxable Yes:___ No:___		Quotes Attached Yes: <u>x</u> No:___	
City: Fayetteville		State: AR		Zip Code: 72703		Ship to code:		Division Head Approval: 		
Requester: Alison Jumper				Requester's Employee #: 2369		Extension: 469				
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #	
1										
2	Engineering for sewer line per attached quote	1	L.S.	4,003.13	\$4,003.13	2250.9255.5315.00	02043.1002			
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:						Subtotal: <u>\$4,003.13</u> Tax: _____ Total: <u>\$4,003.13</u>				
Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director:  Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____										

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order)							Requisition No.:		Date:		
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us							P.O Number:		Expected Delivery Date:		
Vendor #:		Vendor Name: NEC, Inc.					Mail Yes: _____ No: _____				
Address: 2425 S. 5th Place						Fob Point:		Taxable Yes: _____ No: _____		Quotes Attached Yes: <u> x </u> No: _____	
City: Rogers		State: AR		Zip Code: 72758		Ship to code:		Division Head Approval: 			
Requester: Alison Jumper						Requester's Employee #: 2369		Extension: 469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1											
2	Construction of sewer line per attached quote	1	L.S.	26,687.50	\$26,687.50	2250.9255.5315.00	02043.1002				
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions:							Subtotal: \$26,687.50 Tax: _____ Total: \$26,687.50				
Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director:  Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____											

City of Fayetteville Staff Review Form

C. 8
Street Name Change
Page 1 of 6

City Council Agenda Items

August 3rd, 2010

City Council Meeting Date
Agenda Items Only

John Goddard
Submitted By

Information Technology
Division

Finance
Department

Action Required:

Approval of a resolution to change the street name S California Blvd to S and W Clinton Blvd.

\$ 325.00

Cost of this request

\$ 35,000.00

Category / Project Budget

Program Category / Project Name

2100 5315 5212 00

Account Number

\$ 17,614.00

Funds Used to Date

Program / Project Category Name

\$ 17,386.00

Remaining Balance

Street Fund

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Marsha Hartwick

Department Director

7/16/10

Date

Previous Ordinance or Resolution #

Dr. B. Kelly

City Attorney

7-16-10

Date

Original Contract Date:

Original Contract Number:

Marsha Hartwick

Finance and Internal Services Director

7/16/10

Date

Received in City

Clerk's Office 07-16-10A09:22 RCVD

Don Man

Chief of Staff

7-17-10

Date

Received in
Mayor's Office

ENTERED
7/16/10

BRP

Leonell Jordan

Mayor

7/20/10

Date

Comments:



City Council Meeting Date:
August 18, 2009

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff
Thru: Mayor Jordan
Date: July 26, 2010
Subject: Street Name Change Request from the

Recommendation:

The City Staff and Administration recommend on behalf of the Clinton House Museum Board of Directors and the Mayor's office that the City Council of the City of Fayetteville Arkansas, pass a resolution to change the name of California Boulevard to Clinton Boulevard.

Background:

The City of Fayetteville, AR was contacted by the Clinton House Museum Board of Directors which provided a resolution passed by the Board of Directors on July 9th, 2010, requesting that the City of Fayetteville rename California Boulevard as Clinton Boulevard in honor of former residents William Jefferson Clinton and Hillary Diane Rodham Clinton, both prominent figures within the City of Fayetteville, the State of Arkansas, United States and the World.

Both Bill and Hillary Clinton served as Assistant Professors of law at the University of Arkansas School of Law. William (Bill) Clinton served as the Arkansas Attorney General, Governor of the State of Arkansas, and President of the United States. Hillary Rodham Clinton, served as First Lady of Arkansas and the United States, as a US Senator, and is currently the US Secretary of State. Bill and Hillary were married in their home at 930 California Boulevard in Fayetteville, and the home is listed on the National Register of Historic Places.

The improved way-finding that occurs with this renaming would enhance the awareness by local residents about the historic home and the contributions of its most famous residents and would increase visits by tourists from out of town and across the nation, telling the exciting story of Fayetteville's history and contributing to the economic vitality of community.

Budget Impact:

The budget impact for the City of Fayetteville will be approximately \$325.00 for the installation of new street signs.

RESOLUTION NO. _____

**A RESOLUTION RENAMING SOUTH CALIFORNIA BOULEVARD TO
SOUTH AND WEST CLINTON BOULEVARD**

**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 renames South California Boulevard to West Clinton Boulevard beginning at its intersection with South Harmon Avenue and ending at its intersection with South Stadium Drive.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby renames South California Boulevard to South Clinton Boulevard beginning at its intersection with South Stadium Drive and ending at its intersection with South Delaware Avenue.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CLINTON HOUSE MUSEUM

Fayetteville, Arkansas

C. 8
Street Name Change
Page 4 of 6

Whereas, William Jefferson Clinton served as an Assistant Professor of Law at the University of Arkansas School of Law, Arkansas Attorney General, Governor of Arkansas, and President of the United States; and

Whereas, Hillary Diane Rodham Clinton served as an Assistant Professor of Law at the University of Arkansas School of Law, First Lady of Arkansas and the United States, United States Senator, and U.S. Secretary of State; and

Whereas, Bill and Hillary Clinton were married in their home at 930 California Boulevard in Fayetteville; and

Whereas, the home of Bill and Hillary Clinton was listed on the National Register of Historic Places in 2010; and

Whereas, the Clinton House is currently owned by the University of Arkansas and operated by the Fayetteville Advertising and Promotion Commission as the Clinton House Museum; and

Whereas, improved wayfinding would enhance the awareness by local residents about the historic home and the contributions of its most famous residents; and

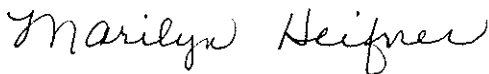
Whereas, improved wayfinding would increase visits by tourists from out of town and across the nation, telling the exciting story of Fayetteville's history and contributing to the economic vitality of our community; and

Whereas, no other city streets in Fayetteville bear the name Clinton;

NOW, THEREFORE BE IT RESOLVED, that the Clinton House Museum Board of Directors requests that the City of Fayetteville rename California Boulevard as Clinton Boulevard, in honor of former residents William Jefferson Clinton and Hillary Diane Rodham Clinton, and place appropriate signs indicating the new name; and

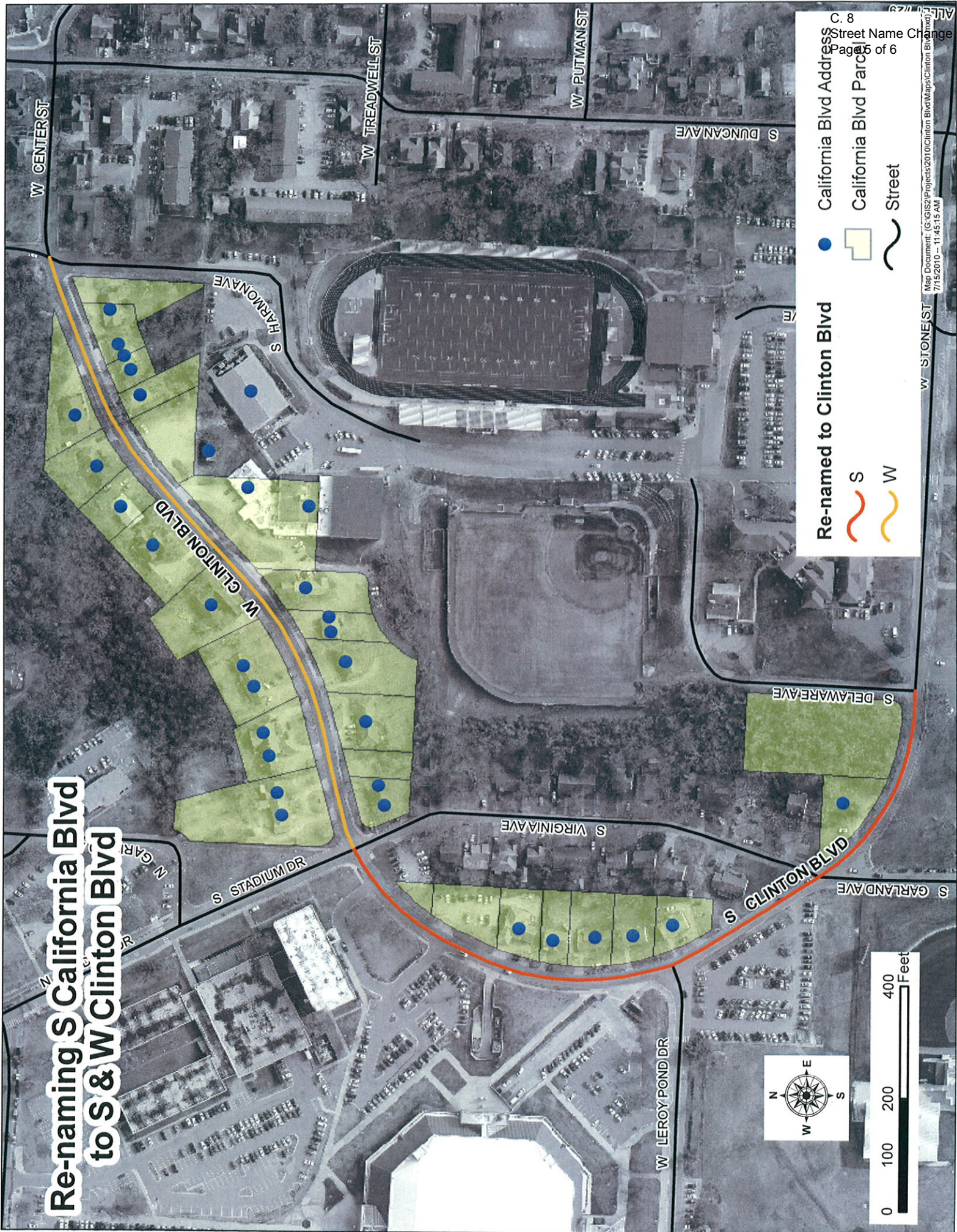
BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the Mayor, the members of the City Council, and the appropriate City committees involved in the decision process for changing street names.

Adopted this 9th day of July, 2010.

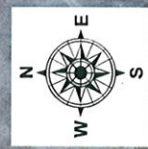


Marilyn Heifner, Secretary
Clinton House Museum Board of Directors

Re-naming S California Blvd to S & W Clinton Blvd



Re-named to Clinton Blvd



AGENDA REQUEST

C. 9
Rename Sidewalks and Trails Task Force
Page 1 of 6

FOR: COUNCIL MEETING OF AUGUST 3, 2010

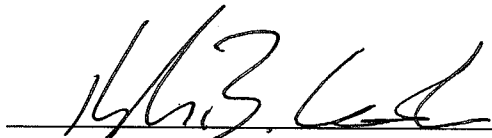
FROM:

ALDERMAN KYLE COOK

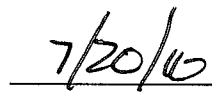
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Codify And Rename The Sidewalks And Trails Task Force As The Active Transportation Advisory Committee

APPROVED FOR AGENDA:



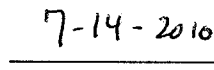
Kyle Cook
Alderman



Date



City Attorney
(as to form)



Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

C. 9
Rename Sidewalks and Trails Task Force
Page 2 of 6



LEGAL DEPARTMENT

TO: **Alderman Kyle Cook**

FROM: **Kit Williams**, City Attorney

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

DATE: **July 15, 2010**

RE: **Codification of the Active Transportation Advisory Committee**

Attached please find the ordinance I drafted to change the name of the Sidewalk and Trails Task Force (changed from Sidewalk and Trails Advisory Committee in 2003) to the Active Transportation Advisory Committee pursuant to your instructions. Please review this ordinance to ensure all terms are as you want them.

I pretty much copied the original purpose and duties in the Resolutions. I did change the duty to approve the Sidewalk and Trails Master Plan to a recommendation of approval. The City Council would need to approve any such Master Plan (as it does for streets) before a Master Plan would have any force or effect within our code. I left everything else pretty much as stated in the earlier Resolutions.

ORDINANCE NO. _____

**AN ORDINANCE TO CODIFY AND RENAME THE SIDEWALKS AND
TRAILS TASK FORCE AS THE ACTIVE TRANSPORTATION
ADVISORY COMMITTEE**

WHEREAS, on June 5, 2001, the Fayetteville City Council passed Resolution No. 71-01 establishing the Sidewalks and Trails Advisory Committee; and

WHEREAS, on July 15, 2003, the Fayetteville City Council passed Resolution No. 102-03 renaming the committee as the Sidewalk and Trails Task Force and assigning one City Council member (rather than 4) to serve on the Task Force; and

WHEREAS, the Sidewalk and Trails Task Force now wishes to be known as the Active Transportation Advisory Committee and have the organization codified in the Fayetteville Code with all members and duties remaining unchanged.

**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 **Article XXII Active Transportation Advisory Committee** as §33.350 – 33.355 as shown below:

“XXII Active Transportation Advisory Committee

“§33.350 Purpose and Establishment

“There is hereby established (as a continuance of the former Sidewalk and Trails Advisory Board) the Active Transportation Advisory Committee. This committee shall review public comments and advise City Staff and City Council on the prioritization and land acquisition/easements for sidewalks and trails within our city. The Active Transportation Advisory Committee is also responsible for recommending the adoption of Sidewalk and Trails Master Plans to the City Council.

Recommendations relating to trails shall be forwarded to the Parks and Recreation Advisory Board. Recommendations relating to sidewalks shall be forwarded to the Transportation Division.

“§33.351 Composition

“The Active Transportation Advisory Committee shall be comprised of eight (8) voting members, and seven (7) non-voting staff/support members, as follows:

- a. One (1) voting members of the Committee shall be a member of the City Council;
- b. One (1) voting member shall be a member of the Planning Commission;
- c. One (1) voting member shall be a member of the Parks and Recreation Advisory Board;
- d. Five (5) voting members shall be private citizens, who are qualified electors residing in the City of Fayetteville, and appointed by the City Council, at least one (1) of whom shall represent a bicycle advocacy organization;
- e. Five (5) non-voting members shall represent the City of Fayetteville staff, with one member each from the Transportation Division, Parks and Recreation Division, Fayetteville Police Department, Planning Division, and Information Technology Division;
- f. One (1) non-voting member shall represent the Washington County Planning Staff;
- g. One (1) non-voting member shall represent the Northwest Arkansas Regional Planning Commission.

“§33.352 Terms of Office

“Private citizen members shall serve two year terms, with no limit to the number of terms they may serve. City Council, Planning Commission, and Parks and Recreation Advisory Board representatives may serve as long as they retain membership on their sponsoring body.

“§33.353 Officers

“At the first regularly scheduled committee meeting of each calendar year, the voting members of the committee shall, by a simple majority, elect from among themselves a Chair and Vice Chair.

“§33.354 Meetings

“The Active Transportation Advisory Committee shall meet at least once per quarter to conduct regular business, at a time and place that is mutually convenient to the membership. The Active Transportation Advisory Committee may meet more frequently if needed.

“§33.355 Selection Process

“The City Council shall appoint the private citizen members through the normal Nominating Committee process. All other members of the Active Transportation Advisory Committee shall be appointed by their respective organizations.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Agenda Session 7/27/10

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 03, 2010**

A meeting of the Fayetteville City Council will be held on August 03, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

- ✓ 1. Sales Tax Update – Finance Director Paul Becker

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- ✓ 1. **Third Annual CDBG in the Park Event:** A resolution approving a budget adjustment in the amount of \$200.00 to recognize revenue from the third annual CDBG in the Park Event.

2. **Bid #10-47 King Electrical Services:** A resolution awarding Bid #10-47 and authorizing a contract with King Electrical Services for time and materials related to miscellaneous electrician services.
3. **Bid #10-48 Multi-Craft Contractors, Inc.:** A resolution awarding Bid #10-48 and authorizing a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.
4. **RFP #10-09 GovDeals, Inc.:** A resolution awarding RFP #10-09 and authorizing a contract with GovDeals, Inc. of Montgomery, Alabama for the provision of on-line auction services for disposition of surplus or obsolete city property.
5. **RFP #10-10 Treadwell Institute:** A resolution awarding RFP #10-10 and approving a contract in an amount not to exceed \$55,000.00 with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund, and approving a budget adjustment.
6. **Arkansas Parks and Tourism Outdoor Recreation Grant:** A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.
7. **Arkansas Transportation Enhancement Program Grant:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of the Town Branch Trail.
8. **Transportation Enhancement Federal-Aid Reimbursement:** A resolution approving the City of Fayetteville to submit an application for consideration of a Transportation Enhancement Federal-aid reimbursement 80/20 matching program through the Arkansas State Highway and Transportation Department of up to \$500,000 to complete rehabilitation of the Historic Lafayette Street and Maple Street Overpasses.
9. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc. as amended, to act as the City of Fayetteville's benefits broker and advisor.
10. **2011 Employee Benefit Package:** A resolution approving a 2011 employee benefits package.
11. **Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.
12. **Underage Drinking Laws Grant:** A resolution authorizing acceptance of an Arkansas Department of Finance and Administration Grant for enforcement of Underage Drinking Laws in the amount of \$32,000.00 and approving a budget adjustment.

B. Unfinished Business:

- ✓ **Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

2. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

move to
consent

- ✓ 1. **RFP #10-06 NOVAtime Technology, Inc.:** A resolution approving RFP #10-06 and authorizing a contract with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of 15% for the purchase of an electronic employee time keeping system.
2. **ADM 10-3618 (UDC Amendment Use Unit 2 Construction Facility):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapter 162: Use Units to modify the uses within use Unit 2, City-Wide Uses by Conditional Use.
3. **ADM 10-3619 (UDC Amendments: Chapters 151, 161, 162, and 164):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapters 151: Definitions, 161: Zoning Regulations, 162: Use Units, and 164: Supplementary District Regulations for drive-in restaurants and facilities.
- ✓ 4. **Amend Chapter 72 Parking Regulations:** An ordinance amending Chapter 72 Parking Regulations of the Fayetteville City Code by amending Section 72.58(I)(1) to increase the rental rates for parking in certain areas of city parking garages.

5. **Ozark Asset Management Group, Inc.:** A resolution approving a lease agreement with Ozark Asset Management Group, Inc. for the lease of 89 parking spaces on the first level of the Fayetteville Municipal Parking Garage at 25 E. Meadow Street.
6. **Watershed Conservation Resource Center (WCRC):** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework of cooperation to seek funding, conduct stream restoration projects and to work together on nonpoint source related issues.
7. **Amend Ordinance 5311:** An ordinance amending Ordinance No. 5311 to accurately reflect the total contract amount with NEC, Inc. and H2 Engineering, Inc. of \$29,322.13 for sewer improvements at Veterans Memorial Park, and to reduce the project contingency.
8. **Street Name Change:** A resolution renaming South California Boulevard to South and West Clinton Boulevard.
9. **Rename Sidewalks and Trails Task Force:** An ordinance to codify and rename the Sidewalks and Trails Task Force as the Active Transportation Advisory Committee.

Announcements:

Adjournment:

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Pre Agenda Meeting

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 03, 2010**

A meeting of the Fayetteville City Council will be held on August 03, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

~~Tee shirt update~~ - ~~Greg Hove~~
~~Sales Tax Update~~ - ~~Paul Becker~~
Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the July 20, 2010 City Council meeting minutes.
2. **Third Annual CDBG in the Park Event:** A resolution approving a budget adjustment in the amount of \$200.00 to recognize revenue from the third annual CDBG in the Park Event.

3. **Bid #10-47 King Electrical Services:** A resolution awarding Bid #10-47 and authorizing a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

4. **Bid #10-48 Multi-Craft Contractors, Inc.:** A resolution awarding Bid #10-48 and authorizing a contract with Multi-Craft Contractors, Inc. for time and materials related to miscellaneous plumbing services.

5. **RFP #10-06 NOVAtime Technology, Inc.:** A resolution approving RFP #10-06 and authorizing a contract with NOVAtime Technology, Inc. in the amount of \$119,483.19 plus applicable sales tax and shipping not to exceed \$11,552.20 and a project contingency of 15% for the purchase of an electronic employee time keeping system.

6. **RFP #10-09 GovDeals, Inc.:** A resolution awarding RFP #10-09 and authorizing a contract with GovDeals, Inc. of Montgomery, Alabama for the provision of on-line auction services for disposition of surplus or obsolete city property.

7. **RFP #10-10 Treadwell Institute:** A resolution awarding RFP #10-10 and approving a contract in an amount not to exceed \$55,000.00 with Treadwell Institute to provide administrator services for an energy efficiency and conservation block grant community revolving loan fund, and approving a budget adjustment.

8. **Arkansas Parks and Tourism Outdoor Recreation Grant:** A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park.

9. **Arkansas Transportation Enhancement Program Grant:** A resolution authorizing application for an Arkansas Transportation Enhancement Program 80/20 matching reimbursement grant for an award of up to \$500,000.00 to be used for construction of the Town Branch Trail.

10. **Transportation Enhancement Federal-Aid Reimbursement:** A resolution approving the City of Fayetteville to submit an application for consideration of a Transportation Enhancement Federal-aid reimbursement 80/20 matching program through the Arkansas State Highway and Transportation Department of up to \$500,000 to complete rehabilitation of the Historic Lafayette Street and Maple Street Overpasses.

11. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc. as amended, to act as the City of Fayetteville's benefits broker and advisor.

12. **2011 Employee Benefit Package:** A resolution approving a 2011 employee benefits package.

13. **Edward Byrne Memorial Justice Assistance Grant:** A resolution authorizing acceptance of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the total amount of \$197,333.59.

- ✓ **14. Underage Drinking Laws Grant:** A resolution authorizing acceptance of an Arkansas Department of Finance and Administration Grant for enforcement of Underage Drinking Laws in the amount of \$32,000.00 and approving a budget adjustment.

B. Unfinished Business:

- ✓ **V. Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

- ✓ **X. Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting. This ordinance was left on the Second Reading at the July 20, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

- ✓ **1. ADM 10-3618 (UDC Amendment Use Unit 2 Construction Facility):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapter 162: Use Units to modify the uses within use Unit 2, City-Wide Uses by Conditional Use.
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City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date: 7/26/2010
P.O Number:	Expected Delivery Date:

Vendor #: New Vendor	Vendor Name: Novatime Technology, Inc.	Mail Yes:___ No:___
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Address:	Fob Point:	Taxable Yes:___ No:___	Quotes Attached Yes:___ No:___
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City:	State:	Zip Code:	Ship to code:	Divison Head Approval:
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Requester: Paul Becker	Requester's Employee #: 2829	Extension:
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	NOVAtime 4000 Software	1		44,679.75	\$44,679.75	4470-9470-5801.00	08025-1		
2	NOVAtime Hardware	1		29,452.90	\$29,452.90	4470-9470-5210.00	08025-1		
3	Implementation	1		19,500.00	\$19,500.00	4470-9470-5801.00	08025-1		
4	2 Year Hardware and Software Maintenance	1		25,850.54	\$25,850.54	4470-9470-5416.00	08025-1		
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling	1	Lot	500.00	\$500.00				

Special Instructions:

Subtotal: **\$119,983.19**
Tax: **\$11,052.20**
Total: **\$131,035.39**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: Paula A. Bash

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Added at the
City Council Meeting 8/3/10

City Clerk - Appoitment of A & P Commissioner

From: "Marilyn Heifner" <mheifner@twncenter.com>
To: "City Clerk" <city_clerk@ci.fayetteville.ar.us>
Date: 7/29/2010 8:57 AM
Subject: Appoitment of A & P Commissioner

The Fayetteville A & P Commissioners at their July meeting appointed William Lyle to fill the unexpired term of Tim Freeman (term expires 4/1/12). Lyle is executive chef at Ella's Restaurant. We request ratification by the Fayetteville City Council at their next meeting. His application is attached.

Marilyn Heifner

Executive Director

Fayetteville Advertising and Promotion Commission

P. O. Box 4157

Fayetteville, AR 72702-4157

479-587-9944

RECEIVED

City of Fayetteville
Application Form
For appointment to City Boards, Commissions, and Committees

MAY 11 2010

Name William T. Lyle Spouse name (if applicable) 1 Occupation/Employer Name Executive Chef / Ella's Restaurant
Resident Street Address 920 E-Lighton Trail City Fayetteville State AR Zip Code 72701
Mailing Address _____ City _____ State _____ Zip Code _____
Home phone # 479-790-4492 Business phone 479-582-0400 Email Address WTLyle@yahoo.com
Choice of Committee A+P Commission Length of Residency in the City Limits of Fayetteville 9 yrs

Are you a Fayetteville registered voter? Yes ☒ No ☐

1. What are your qualifications for serving on this committee, including education and expertise in the subject matter?

U of A Graduate : B.S.B.A Business Management, I currently own and operate a small business in the town of Fayetteville, Mammoth Entertainment. I am currently an executive chef at a local Restaurant and work closely with other executives in the Hotel/Restaurant industry.

2. Why would you like to be considered for appointment to this committee?

Since making Fayetteville my permanent residence, I have become closely affiliated with many local charities, events, non-profits & local entertainment venues such as the WAC & Nadine Baum. As a young chef/entrepreneur I have great interest in becoming more invested in this community and the decision making process of my industry.

Kelcie Belden 15 S. Block Suite 201, Fayetteville, AR 72701 479-466-1061
Name Address Phone
Mandie Schmitt 905 W. Eden Circle, Fayetteville AR 72701 479-409-6666
Name Address Phone

How did you hear about the opening(s)? NWA Times ☐ Free Weekly ☐ Accessfayetteville.org ☐
Government Channel ☐ Chamber of Commerce ☐ Other ☒ Martin Miller, Theater Squared

Please fill out application COMPLETELY and return to: City Clerk's Division
113 W. Mountain Street, Fayetteville 72701
Fax to 718-7695 or Email to city_clerk@ci.fayetteville.ar.us
If you have any questions call 575-8323

Office Use Only:
Term Begins: _____ Appointed: _____
Term Expires: _____ Replaced: _____
Terminated: _____ Resigned: _____





Added at
the City
Council
Meeting
8/3/10

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO: Lioneld Jordan, Mayor
FROM: John Coleman, Sustainability Director *JC*
Thru: Don Marr, Chief of Staff
DATE: August 3, 2010
SUBJECT: RE: Memo from Assistant City Attorney – Treadwell Institute/Conflicts

Purpose

Following the July 27, 2010 City Council Agenda Session there were questions from City Council members regarding the relationship between Alderman Matthew Petty and the Treadwell Institute due to a memo from Assistant City Attorney, Jason Kelley that was included in the agenda packet. The purpose of this memo is to clarify the terms of that relationship and to describe the decision-making process for how the Treadwell Institute was selected for this contract.

Description

The deadline for RFP 10-10 Community Revolving Loan Fund was June 16, 2010. Treadwell Institute, a local non-profit, was the only submittal for this RFP. On June 22, 2010 it was determined that Alderman Matthew Petty was an active board member for Treadwell Institute. For clarification this information was presented to Jason Kelley, Assistant City Attorney. Jason responded with a memo (see City Council Agenda Packet) outlining the state law that "prohibits city officials and employees from having any 'interest' in contracts entered with the city." Mikel Lolley, Treadwell Institute, was notified of the violation.

Since Treadwell Institute was the only submittal Mr. Lolley was given the opportunity to address the issue. A short time later on June 22, 2010, Alderman Matthew Petty submitted a letter of resignation to the Treadwell Institute which was then given to city staff. Based on this letter and the Treadwell Institute's position as the only applicant, city staff determined that the Treadwell Institute remained a viable alternative for this project.

On June 25, 2010, the proposal from Treadwell Institute was sent via email to the RFP selection committee (see attached email). The committee determined that Treadwell met all of the criteria required of the RFP and was officially selected.