

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Final Agenda City of Fayetteville Arkansas City Council Meeting August 19, 2014

A meeting of the Fayetteville City Council will be held on August 19, 2014 at 5:30 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:

- 1. Quarterly Financial Report – 2nd Quarter 2014, Paul Becker, Finance Director**

Agenda Additions:

A. Consent:

1. Approval of the August 05, 2014 City Council meeting minutes. **APPROVED**
2. **Evans Construction and Remodeling, LLC (898 S. Hill Avenue):** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-14

3. **Justice Assistance and State Drug Crime Enforcement Grant:** A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-14

4. **B & H Photo Video:** A resolution to award Bid #14-44 and authorize the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-14

5. **McClelland Consulting Engineers (Zion Road):** A resolution to authorize an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road, and to approve a Budget Adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 151-14

6. **John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center):** A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 152-14

7. **CivicPlus (Website Redesign):** A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 153

8. **New World Systems (Data Sharing Software Module):** A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-14

9. **Bid #14-43 Benchmark Construction:** A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-14

10. **Master Street Plan Amendment:** A resolution amending the Master Street Plan by removing the internal collector streets that were planned in the Southpass R-PZD 08-2898 and downgrading Finger Road from a collector to a local street from the intersection of Plumerosa Road South to the Mount Kessler area, as described and depicted in the attached map.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-14

B. Unfinished Business:

1. **Enact Chapter 119 Civil Rights Administration:** An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. ***This ordinance was left on the First Reading at the July 15, 2014 City Council meeting. This ordinance was amended and left on the Second Reading at the August 5, 2014 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5703

2. **2015-2019 Capital Improvements Plan (CIP):** A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. ***This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting.***

THIS RESOLUTION WAS TABLED TO THE SEPTEMBER 2, 2014 CITY COUNCIL MEETING

C. New Business:

1. **VAC 14-4780 (1414 S. Happy Hollow Road):** An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

2. **VAC 14-4777 (McConnell and Drake):** An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

3. **VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road):** An ordinance approving VAC 14-4768 submitted by Arlis Herriman for property located at 2622 East Golden Oaks Road to vacate a portion of an existing utility easement, a total of 275 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5704

4. **VAC 14-4776 (3535 North College Avenue):** An ordinance approving VAC 14-4776 submitted by Jorgensen & Associates for property located at 3535 North College Avenue to vacate an existing utility easement, a total of 6,300 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5705

5. **Gulley Land Purchase:** A resolution to approve the attached Offer and Acceptance Contract in which the City agrees to purchase about 11 acres of land including two houses and any outbuildings from Mary L. Dunn for the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00), to authorize Mayor Jordan to sign all necessary documents for this purchase and to approve the attached budget adjustment. ***This item was moved before Unfinished Business.***

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-14

D. City Council Agenda Session Presentations:

1. Economic Development Quarterly Presentation –Chung Tan, Chamber of Commerce

E. City Council Tour:

F. Announcements:

Adjournment: 3:46 a.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Subject:	Roll				
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan	✓			

9-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	Consent				
Motion To:					
Motion By:		Approve			
Seconded:		Gray			
		Marsh			
Minutes Approved Passed HB-14 thru SB-14	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	Enact Chapter 119 Civil Rights Administration				
Motion To:		3rd Read	Pass		
Motion By:		Marsh			
Seconded:		Long			
B. 1 Unfinished Business <u>passed</u> 5403	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	N		
	Schoppmeyer	✓	N		
	Adams	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Mayor Jordan				

8-0

6-2

Subject:	2015-2019 Capital Improvements Plan (CIP)				
Motion To:		Table to 9/2/14			
Motion By:		Long			
Seconded:		Tennant			
B. 2 Unfinished Business Dabled to 9/2/14	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Mayor Jordan				

City Council Meeting:

Subject:	Enact Chapter 119 Civil Rights Administration				
Motion To:		Amendment All tax exempt property owned by Church	Amendment Enter Space for unlawful person.	Amendment Sent to a vote	Limit Speakers to 3 minutes
Motion By:		Petty	Petty	Tennant	Long
Seconded:		Long	Marsh	Schoppmeyer	Marsh
B.I. Unfinished Business <u>Amendments</u>	Kinion	✓	✓	N	✓
	Petty	✓	✓	N	✓
	Tennant	✓	✓	✓	N
	Schoppmeyer	✓	✓	✓	N
	Adams	✓	✓	N	✓
	Long	✓	✓	N	✓
	Gray	✓	✓	N	N
	Marsh	✓	✓	N	✓
	Mayor Jordan				

8-0

8-0

2-6 (failed)

5-3

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	VAC 14-4780 (1414 S. Happy Hollow Road)				
Motion To:					
Motion By:					
Seconded:					
C. 1 New Business <i>Left on</i> <i>First</i> <i>Reading</i>	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	VAC 14-4777 (McConnell and Drake)				
Motion To:					
Motion By:					
Seconded:					
C. 2 New Business <i>Left on</i> <i>First</i> <i>Reading</i>	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:		VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Long		
Seconded:		Adams	Marsh		
C. 3 New Business <u>passed</u> 5704	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		VAC 14-4776 (3535 North College Avenue)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Marsh	marsh		
C. 4 New Business <u>passed</u> 5705	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		Gulley Land Purchase			
Motion To:			<i>Move to before Unfinished business Approve</i>		
Motion By:			<i>Gray</i>	<i>Tennant</i>	
Seconded:			<i>Tennant</i>	<i>Gray</i>	
C. 5 New Business <u><i>passed</i></u>	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Mayor Jordan				

8-0

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **August 20, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 19, 2014 with 9. Enact Chapter 119 Civil Rights Administration passed on August 20, 2014**

- 1. Evans Construction and Remodeling, LLC (898 S. Hill Avenue):** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.
- 2. Justice Assistance and State Drug Crime Enforcement Grant:** A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.
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- 5. John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center):** A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.

6. CivicPlus (Website Redesign): A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.

7. New World Systems (Data Sharing Software Module): A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.

8. Bid #14-43 Benchmark Construction: A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

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10. Gulley Land Purchase: A resolution to approve the attached Offer and Acceptance Contract in which the City agrees to purchase about 11 acres of land including two houses and any outbuildings from Mary L. Dunn for the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00), to authorize Mayor Jordan to sign all necessary documents for this purchase and to approve the attached budget adjustment.

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City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

City of Fayetteville Arkansas City Council Meeting August 05, 2014

A meeting of the Fayetteville City Council was held on August 05, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Bi-Monthly Report on Public Transit in Fayetteville

Joel Gardner, Executive Director of Ozark Regional Transit gave a report on public transit in Fayetteville. He stated that fixed route ridership and paratransit ridership have increased. He attributes the increase to the use of the paratransit software and the new routes that have been instilled in the City of Fayetteville. He stated a service that is being used is a new route that goes from West Fork to Farmington bringing riders into the Fayetteville area. He stated that the routes are going very well and appreciates the support from City Council.

Agenda Additions: None

Consent:

Approval of the July 15, 2014 City Council meeting minutes.

Approved

Devol Aviation, Inc.: A resolution to approve a five year lease for the airport hangar at 4158 South School Avenue to Devol Aviation, Inc. for a rent of \$1,700.00 per month with biennial rent adjustments to begin retroactively on July 1, 2014.

Resolution 136-14 as recorded in the office of the City Clerk.

General Improvement Fund Grant: A resolution to authorize acceptance of a General Improvement Fund Grant in the amount of \$34,500.00 for snow equipment parts and snow plow replacement, and to approve a budget adjustment.

Resolution 137-14 as recorded in the office of the City Clerk.

Bid #14-41 Central Salt Company: A resolution to award Bid #14-41 and authorize the purchase of crushed rock salt from Central Salt Company in the amount of \$106.16 per ton, as needed through July 31, 2015.

Resolution 138-14 as recorded in the office of the City Clerk.

Bid #14-42 Vance Brothers, Inc.: A resolution to award Bid #14-42 and authorize a contract with Vance Brothers, Inc. in the amount of \$256,480.00 plus a contingency of \$25,648.00 for Asphalt Micro-Surfacing of city streets.

Resolution 139-14 as recorded in the office of the City Clerk.

Darrell Froud Lease Agreement: A resolution to approve a lease agreement with Darrell Froud for about 54.5 acres of city park land for the sole purpose of cutting hay for the amount of \$100.00 per year.

Resolution 140-14 as recorded in the office of the City Clerk.

2015 Arkansas Outdoor Recreation Grant: A resolution to authorize an application for a 50/50 matching grant, through the Arkansas Department of Parks and Tourism's Outdoor Recreation Grant Program, in the amount of \$250,000.00 for improvements at the Fayetteville Regional Park.

Resolution 141-14 as recorded in the office of the City Clerk.

Garver, LLC: A resolution to approve a professional engineering services agreement with Garver, LLC in an amount not to exceed \$328,200.00 for engineering design related to the Cato Springs Trail.

Resolution 142-14 as recorded in the office of the City Clerk.

Community Development Block Grant: A resolution to approve a budget adjustment in the total amount of \$23,484.00 recognizing a 2014 Community Development Block Grant Revenue Increase.

Resolution 143-14 as recorded in the office of the City Clerk.

Arkansas State Highway and Transportation Department Change Order No. 14: A resolution to approve a payment of \$104,142.96 to the Arkansas State Highway and Transportation Department representing the City's portion of construction costs related to Change Order No. 14 for improvements to State Highway 16, and to approve a budget adjustment.

Resolution 144-14 as recorded in the office of the City Clerk.

AEP-SWEPCO Agreement: A resolution to grant Mayor Jordan the authority to negotiate and to approve a utility work agreement with AEP-SWEPCO in an amount not to exceed \$86,330.41 for utility relocation and underground installation necessary for public safety and esthetics related to the Spring Street Parking Deck Project.

Resolution 145-14 as recorded in the office of the City Clerk.

SWEPCO Utility Easements: A resolution to authorize the transfer of utility easements to SWEPCO for the relocation of power lines on city owned property near the corner of W. Watson Street and Campbell Avenue.

Resolution 146-14 as recorded in the office of the City Clerk.

2015 Employee Benefits: A resolution to approve the 2015 Employee Benefits Package.

Resolution 147-14 as recorded in the office of the City Clerk.

Alderman Marsh moved to approve the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the consent agenda passed unanimously.

Unfinished Business:

RZN 14-4729 (Cato Springs Rd./Chambers Bank): An ordinance rezoning that property described in rezoning petition RZN 14-4729, for approximately 253.23 acres, located along Cato Springs Road adjacent to the City's Regional Park property from R-PZD, Residential Planned Zoning District Southpass 08-2898, to UT, Urban Thoroughfare, CS, Community Services, and

NC, Neighborhood Conservation. ***This ordinance was left on the First Reading at the July 15, 2014 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services stated that the item was presented at the Ward meeting at the Senior Activity Center and at the Environmental Action Committee meeting.

Alderman Marsh: The Environmental Action Committee voted unanimously to recommend approval of the rezoning.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5700 as Recorded in the office of the City Clerk

Enact Chapter 119 Civil Rights Administration: An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. ***This ordinance was left on the First Reading at the July 15, 2014 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Alderman Petty: Thank you Council for considering this and for the work from the City Attorney office. I ask that we leave this on the second reading tonight and vote on this August 19, 2014. There might be other amendments to present at the next Agenda Session. I brought this forward because I am against discrimination. Fayetteville has a history of doing the right thing and this is an opportunity to get a new law passed.

Jeremy Flannigan, Pastor of Pathway Baptist Church, 1736 North Cannondale Drive stated he has concerns about the language in defining who a business enterprise is and who a place of public accommodation is. He stated that both sections would include a church. He believes First Amendment rights could be challenged. He spoke in opposition of the ordinance.

Duncan Campbell, 2804 Rutledge stated he appreciates the City of Fayetteville and that it is one of the best communities he has ever been in. He stated he has always been treated fairly and does not think there is a big problem in the City of Fayetteville with discrimination. He believes enacting this ordinance will cause a lot of problems. He spoke in opposition of the ordinance.

Andy Wilson, Executive Pastor at Cross Church, 3484 West Wedington Drive believes the ordinance is dangerous to First Amendment freedoms. He stated it poses a threat to public safety and to private rights. He stated it offers no protection for people of faith in their individual business transactions. He spoke in opposition of the ordinance.

Gladys Tiffany, Director of Omni Center for Peace, Justice and Ecology stated she would like to speak for the amendment and thanked the City Council for agreeing to consider this. She stated she does not believe it is a necessity to consider the ordinance a First Amendment issue. She stated the ordinance is intended to address some general issues to allow Fayetteville to take the high road in a lot of different cases. She stated bringing up issues that have to do with faith doesn't really cause this ordinance to be called into question.

Alderman Tennant: I don't know the background of the Omni Center. Do you work with people that bring discrimination to you?

Gladys Tiffany: No, we do group organizing. We do a lot of different projects and activities that reach across race, class and gender lines. We have the opportunity to work with these people and they tell us where they are suffering these discrimination issues.

Alderman Tennant: If you hear of a discrimination issue, is there some recourse that you help them with or is it just between the two of you?

Gladys Tiffany: No one has ever asked me to help them with that. There have been many times I could give them ideas about where they could take that issue. We give some kind of support, but we don't actually deal with those ourselves.

Alderman Tennant: Are you saying if this were to pass, this would be a recourse you could use for those people or help those people somehow?

Gladys Tiffany: I am not entirely sure. I think what I see this ordinance helping with is people can see their issues are something their city is interested in addressing. They can see they have a place in our city.

Charlie Collins, State Representative for East Fayetteville, 3225 Piper Glen stated he thinks the city does a wonderful job of balancing different points of view in different areas. He stated if we take a far reaching statement that is based on things like individual perceptions, which could be different from person to person and make legal situations out of perceptual differences across a wide range of potential violations, we could have a chilling effect on the employment situation in our city. He asked the City Council to see if there is a way to accomplish the objective of reinforcing the commitment to non-discrimination and diversity without putting the city into a

position where businesses that hire people decide let's not do that in Fayetteville, let's go grow jobs somewhere else.

Alderman Tennant: At the state level, are you satisfied with the current way citizens in Arkansas can come forward if they feel discriminated against?

Charlie Collins: Yes I am. The reason I say that is because when people come to me with an issue or problem, there is some uniqueness to it. People may not know the proper appeal process, but helping them to discover what the process to appeal is, may be enough often times to help people solve their problems.

Alderman Tennant: Those resolutions come from agencies that already exist and are paid for by the taxpayers?

Charlie Collins: Yes sir. If there was something falling through the cracks, I would be ringing a bell on that.

Valerie Biendara, Fieldstone Avenue stated she was shocked when hearing about the ordinance. She stated the ordinance impinges on the Christian faith. She stated there will be potential lawsuits and taxpayers will have to pay for it. She stated there are many other needs in the city and would rather see money spent on the library, trails and parks. She spoke in opposition of the ordinance.

David Garcia, 257 Thompson Avenue stated the arguments about religious liberty makes him nervous. He stated he knows what that liberty has been used for in the past and it has not been for good things. He stated as a Catholic he doesn't feel threatened by the ordinance.

Paul Phaneuf, Aqua Crossing stated Northwest Arkansas is a great place to live. He stated the ordinance was an assault on individual and religious liberty. He stated he doesn't question the intention behind the bill and doesn't believe anybody is in favor of discrimination that is intended to harm. He believes if the ordinance passes, the city will see lawsuits and the city runs the risk of non-violent civil disobedience. He stated liberty trumps political correctness.

Becky Heppner, Calvary Chapel, 385 Sunbridge stated she is concerned about the proposed ordinance because it does not protect First Amendment rights.

Michael Collins, 1625 North Giles Road stated he is concerned about the ordinance and the numerous problems. He stated this is a nightmare of relativism versus natural law. He stated you are not asking us to change a law or look at an ordinance, you are asking us to change our fundamental paradigm of an American life. He stated you are asking us to remove the rules of natural law, place it squarely in relativism and wait for those in elite academia to tell us what's right tomorrow. He stated this is an abomination as an American citizen who values freedom and liberty.

Richard Tiffany, 105 North Willow stated Arkansas is one of two states that doesn't have a Civil Rights Commission at the state level. He stated this bill would show there is a need for one.

Rosa Edwards, Lee Street believes Fayetteville is one of the most open and tolerant communities. She stated Fayetteville has a long history of resolving issues peacefully and opposes the ordinance because it brings up divisiveness. She stated Arkansas may not have a Civil Rights Commission, but the states that do are facing significant legislation.

Charles Watson, 11 East Davidson Street stated his mission in life is to illustrate compassion as a pathway to peace and hope. He asked for the ordinance to be passed.

Rick Cochran, 571 North Cedar Ridge Lane stated there is backing coming from outside of our area for this type of legislation. He stated Fayetteville has been targeted as one of the towns they wish to try and persuade to enact this type of legislation. He asked for his freedom to be protected.

Debbie Beckerdite, Starr Drive stated the ordinance is dangerous to the First Amendment freedoms and discriminatory against people of faith. She stated it poses a threat to public safety and privacy rights. She asked for the ordinance to be withdrawn in its entirety.

Peter Tonnessen, 3500 Hearthstone Drive stated this ordinance appears to be a solution in search of a problem. He stated he has concerns about the definitions in the ordinance. He believes the ordinance is incredible overkill that attacks him in some of his most fundamental rights of religion, association and speech. He doesn't see the need for it in Fayetteville and asked for the ordinance to be rejected.

Anne Hanna Newell, stated we have a responsibility to our generation that is following us to make sure their rights are preserved and protected without policing them by an overreaching governmental official. She stated the City of Fayetteville has always listened to the will of the people.

Randy Alexander lives in Springdale, but part of his legislative district includes portions of Fayetteville. He stated the Bill of Rights guarantees individual liberties. He stated many of the issues are being debated over a difference of the idea of fairness and equality. He believes the city is inviting lawsuits. He asked Council to vote against the ordinance.

Rex Griffin, 2131 Honeysuckle stated Fayetteville is a great place to live. He asked if we are prepared to watch the mother of a five year old child be prosecuted for trying to protect the values she holds for her child or watch a pastor and his church be prosecuted for believing differently than others. He stated much of what we are discussing tonight are not issues of equality, but of morality. He stated that no one here tonight has said anything about wanting to see people discriminated against, but no one should be given a special class of rights that would supersede other people's individual liberties.

Alderman Petty stated everybody feels passionately about this and appreciates that. He stated he would like to make some amendments to sections 119.02, 119.06 and 119.07. He read the proposed amendments.

Alderman Petty moved to amend section 119.02 Definitions, 119.06 City Services, Facilities, Transactions and Contracts & 119.07 New Subsection (I) of the ordinance. Alderman Long seconded the motion.

Jeremy Flannigan, Pastor of Pathway Baptist Church, 1736 North Cannondale Drive stated there is not any amendment that will comprehensively fix the major flaws in this ordinance. He stated you can make as many list and exceptions as you want, but eventually there will be something that we would be required to do that would go against what we want to do. He believes the amendment falls short of protecting all people.

Mayor Jordan: The attempt is to make an amendment or it stays like it is.

Jeremy Flannigan: If the Council votes for the amendment, I still see the Council voting for a bad law. A vote for an amendment to try and carve out a niche for churches is still a vote for a bad law and a vote that will infringe on individual liberties of faith.

Mayor Jordan: I want to be sure. You are against the amendments?

Jeremy Flannigan: I am against both.

Alderman Petty: I don't expect anybody who spoke tonight against this to support this ordinance because of this amendment.

Emile Phaneuf, Fayetteville citizen stated it is what it is.

Duncan Campbell, stated he appreciated the attempt to fix the ordinance, but nothing is going to fix it.

Alderman Petty: Mayor, I move we call a vote on the amendment.

City Attorney Kit Williams: It requires two thirds vote in order to cut off discussion to get to the vote. What you would be doing is ending discussion.

Alderman Tenant: Matthew, you are wanting to end public comment?

Alderman Petty: I think we are hearing that this amendment isn't going to fix it and we are going to hear that over and over again. We aren't having substantial discussion on the amendments themselves.

Alderman Petty called for a vote on the amendment and end public comment. Alderman Kinion seconded the motion. Upon roll call the motion failed 5-3 Alderman Gray, Marsh, Kinion, Petty and Long voting yes. Alderman Tennant, Schoppmeyer, and Adams voting no. Mayor Jordan did not vote.

(To call for a vote on the amendment and end public comment a vote of two thirds of the Council was needed, which was not received therefore the motion failed.)

Michael Collins, 1625 North Giles Road spoke in opposition of the amendments.

Doug Paschal, 18518 Duncan spoke in opposition of the amendments.

Valerie Biendara, Fieldstone Avenue spoke in opposition of the amendments.

Gladys Tiffany, Director of Omni Center for Peace, Justice and Ecology spoke in favor of the amendments.

Wendy Campbell, 1208 West Rutledge Lane requested to hear the amendments again.

City Attorney Kit Williams read the proposed amendments.

Wendy Campbell: Did this proposed amendment come forth because of the problems with the ordinance that we first discussed?

City Attorney Kit Williams: Yes, this was an extremely long ordinance. You wouldn't believe how long it was when it first entered my office. It was a model ordinance drafted by the Human Rights Commission and it had many pages and sections, some of which we needed to remove because they were not properly legal or constitutional in my opinion. Being as long as it is, there are still refinements that need to be made. There were some good points made tonight and that is one of the reasons I am going to propose to the City Council another amendment once this one is voted on.

City Council, whether you approve this law overall or not, it should be made as constitutional and legal as you can make it, even if you eventually are going to vote it down. It makes no sense to say it's a bad law, let's keep it bad because then we will have to vote it down. The overall tenor of this is you can vote it down if you want too or vote it up. I am not a proponent of this or an opponent of it, I am just the attorney. I do recommend it be made as good as possible before you actually come to a final vote.

Wendy Campbell stated she wanted to make sure when talking about religious institutions that it included mosque, synagogues and churches and that all these people have a constitutional right to decide how their facilities will be utilized.

City Attorney Kit Williams: You might ask our representatives of the state whether they ever have amendments to any of their bills that come forward. At the city level we amend ordinances frequently because we look at them, hear from the public, react and try to make the ordinances better.

Wendy Campbell spoke in opposition of the amendments.

Larry Little, Pastor Westridge Freewill Baptist Church, 4596 West Wedington spoke in opposition of the ordinance and the amendments.

Alderman Long: I didn't really understand. Did you think the amendment is a good idea or do you think that the ordinance is better without it?

Larry Little: I think the ordinance as it's currently written is one of the most horrible ideas devised by political officials. The amendments as they are currently written are just as bad an idea.

Becky Heppner, Calvary Chapel, 385 Sunbridge spoke in opposition of the amendments.

Tony Blansett, Grove Avenue spoke in opposition of the amendments.

David Garcia, 257 Thompson Avenue spoke in favor of the amendments.

Bob Ballinger, Hindsville resident and State Representative for the Eastern part of Washington County spoke in opposition of the amendments.

Alderman Adams: What is a statement of faith to an administrator that is administrating this law if it was to pass? Having been in several denominations, I kind of know what the statement of faith is.

City Attorney Kit Williams: A statement of faith or beliefs is a term that was intended to be very broad. It would be something the church or synagogue would basically have a disagreement with. When an ordinance is drawn that is potentially called a penal ordinance, if you violate it then you can be prosecuted by the City Prosecutor and face a big fine. It is always construed in favor of the individual and against the government. This was intentionally drafted to be very broad so we wouldn't have the kind of problems that you are thinking about.

Bob Ballinger: Any time you are taking away some sort of thing that would be interpreted as civil liberties, they tend to interpret those new laws in favor of more liberty. You would be forced into the situation as a church trying to demonstrate what our statement of faith is. If you don't have a written statement of faith, then at that point how do we demonstrate what our statement of faith is?

City Attorney Kit Williams: This is something that would actually never come up. The only time this could possibly come up is if the group came to your church and said they wanted to use your chapel and your congregation felt like that was not appropriate. They could potentially come and complain to the Civil Rights Administrator who will try to mediate and see if there is any issue on that. I think it would be very easy for your church to say that it is beyond our statement of faith and beliefs to have them using our chapel. That's as far as it would go.

Bob Ballinger: I understand that is your point. If you were the administrator you would probably be very reasonable. We don't know who we are granting that power and authority too. You have to define what statement of faith is before you move forward.

City Attorney Kit Williams: It says statement of faith or beliefs. It would be pretty easy for the church to say our beliefs are not that this group should use our chapel. The Civil Rights Administrator has no power. The Civil Rights Administrator has power to investigate and

potentially say you have a good claim to go to the City Prosecutor. The City Prosecutor has complete discretion about whether or not he can prove beyond a reasonable doubt that someone has violated this.

Bob Ballinger: As soon as a person is brought to court and they have chosen to decide whether this is going to proceed to the point where a City Prosecutor can bring it to court, you will have already had to retain an attorney. You would have to come up with some way to demonstrate this is not within your belief system. You put the burden on an institution of worship.

Alderman Long: Do you think the amendment would be better if it left out statement of faith and just said beliefs?

Bob Ballinger: I think the amendment would be better if it left out statement of faith and beliefs.

Rosa Edwards, Lee Street spoke in opposition of the amendments.

Alderman Adams: What designates or what requirement constitutes a religious or denominational institution?

City Attorney Kit Williams: We chose the broadest terms we could for any religious institution so that all of them would be protected. If you can think of a broader term, you could suggest it and we will make it an even broader term. We tried to choose a term that would be understandable.

Alderman Tennant: A lot of times on amendments like this, whether I agree with a lot of them or not, it is good to get to a final document to vote on. For us to get to a final thing to vote on, I think we need to write it in a final way. It may take weeks or months of fixing it.

Alderman Long: As Chair of the Ordinance Review Committee we see ordinances that are all over the place and we try to bring them together to where we think we can reach some kind of consensus, no matter if it passes or not.

Alderman Marsh: I think the amendment is good and addresses a lot of the concerns. It is put forth in the spirit of getting along and trying to respect each other's beliefs while also protecting the rights of people to employment, housing and public accommodation. I will be voting in support of the amendment.

Alderman Adams: There are three sections of amendments. In 119.06 (B), would you explain all contractors doing business with the City of Fayetteville shall comply. All contractors doing business in the City of Fayetteville are not all City of Fayetteville businesses. How will this be managed?

Alderman Petty: I don't know how it will be managed. I don't run the city. We have explicit authority over who we choose to do business with and requiring them to comply with some of our laws is something very typical of other cities of all level of governments.

Alderman Adams: You would add some type of sentence to the process as we select contractors to see that they comply with this new law.

Alderman Petty: I presume so.

Alderman Gray: It seems like to me that it would just be complaint driven.

A discussion followed about a non-discrimination statement being written for contractors to comply with the proposed amendment.

Don Marr, Chief of Staff: The topic you are talking about is actually not within the current amendment. Either you need to make an amendment that talks about changing that contractors section or you need to do that as a next amendment to maintain point of order.

A discussion followed regarding an amendment to section 119.07 of the ordinance and adding this additional amendment to the current amendment on the floor.

Michael Collins spoke in opposition of the amendment.

Paul Phaneuf spoke in opposition of the amendment.

Alderman Marsh stated she thought the amendment was getting too broad.

A discussion followed regarding the terminology of the amendment.

Alderman Adams moved to amend the amendment on the floor and add an additional amendment to section 119.07. Alderman Long seconded the motion. Upon roll call the motion to amend passed 7-1. Alderman Marsh voting no.

Alderman Petty moved to amend section 119.02 Definitions, 119.06 City Services, Facilities, Transactions and Contracts & 119.07 New Subsection (I) of the ordinance. Alderman Long seconded the motion. Upon roll call the motion to amend passed unanimously.

City Attorney Kit Williams: Thank you to Reverend Flannigan who emailed Alderman Long, who forwarded the email to me. I read his email and I looked back at section 119.05 (A.2) and the concerns Reverend Flannigan had were well taken. I want to confirm to him that churches are covered by many parts of this ordinance through public accommodations section. This particular subsection two goes too far in the way it is like a prior restraint on freedom of expression which is always frowned upon by the courts. I would recommend this subsection two be removed in full and 119.05 would have no sections, but have the remaining language that is now in (A.1).

Alderman Petty: I have a deep respect for our City Attorney's opinion. I appreciate him bringing these things to our attention and I always try to follow his advice.

City Attorney Kit Williams gave an overview of 119.05 (A.2) he recommended to be removed.

Emile Phaneuf spoke in opposition of the amendment.

Jeremy Flannigan spoke in favor of the amendment, but is against the whole ordinance.

City Attorney Kit Williams: The intent of the ordinance was to be very broad, but it's actually been narrowed.

Alderman Adams moved to amend the amendment to remove 119.05 (A.2). Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

Alderman Petty: There is this idea there isn't discrimination or because I as a sponsor of the ordinance won't point to something specific, that it is not needed. This idea that I am going to either disclose someone who has lodged a complaint and expose them to public scrutiny or expose a business or another association that has had an alleged complaint to public scrutiny is a farce. I would not do that. I think this ordinance is needed because there is discrimination here and I am against it.

Alderman Marsh: I am ashamed there is so much darkness in the hearts of this community. I had no idea there were so many people eager to discriminate or protect their right to discriminate. What I saw were young people that were sitting at these first two seats, people of color, people from different religions, different cultures and different genders and they left after hearing the hateful statements from people in this community. I want to let the citizens of Fayetteville know that your elected representatives want to hear from you and we need to speak out for compassion, tolerance and against discrimination.

This ordinance was amended and left on the Second Reading.

New Business:

RZN 14-4763: Rezone (Southeast Corner Gregg Ave. & Ash St./Candlelight Place Apts.): An ordinance rezoning that property described in Rezoning Petition RZN 14-4763, for approximately 0.94 acres, located at the southeast corner of Gregg Ave. and Ash St. from RSF-4, Residential Single Family, 4 units per acre, to RMF-24, Residential Multi Family, 24 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted unanimously in support of the request. Staff is recommending approval of the request.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5701 as Recorded in the office of the City Clerk.

ADM 14-4720 (Updates to the Drainage Criteria Manual and UDC Amendments): An ordinance to amend §156.04 Stormwater Drainage and Erosion Control; Chapter 169 Physical Alteration of Land; Chapter 170 Stormwater Management, Drainage and Erosion Control, and Chapter 179 Low Impact Development of the Unified Development Code.

City Attorney Kit Williams read the ordinance.

Sarah Wrede, Staff Engineer gave a brief description of the ordinance. The manual and ordinance revisions were recommended unanimously by the Planning Commission and the Environmental Action Committee.

Alderman Gray: This is a very large problem in our city. All of us get calls about this all the time. I appreciate that staff is trying to make it better.

Mayor Jordan: They have done an excellent job on this. It is something we have wanted to do for a while.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5702 as Recorded in the office of the City Clerk

2015-2019 Capital Improvements Plan (CIP): A resolution to adopt the 2015-2019 five-year Capital Improvement Plan.

Paul Becker, Finance Director gave a brief description of the resolution.

Alderman Long: I have emailed several different department heads about different things in the budget and I haven't heard back yet. I would like to ask Council to table this until August 19th.

Alderman Long moved to table the resolution to the August 19, 2014 City Council meeting. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

This resolution was tabled to the August 19, 2014 City Council meeting.

City Council Agenda Session Presentations:

Discussion of the Capital Improvement Plan – Paul Becker, Finance Director

City Council Tour: None

Announcements:

Don Marr, Chief of Staff: The last Gulley Park concert is Thursday, August 7, 2014 at 7:00 p.m. It is the Ben Miller band.

Adjournment: 8:40 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Handed out at the 8/19/14 City Council
meeting

Friends of
GULLEY
PARK

Resolution No. 14-4
American Federation of State, County, and Municipal Employees (AFSCME) Local 965
P.O. Box 2459
Fayetteville, AR 72702

Fayetteville Non-Discrimination Ordinance

WHEREAS: Rooted in a history that uplifts the dignity of all work and every worker, AFSCME has been a leader among unions in supporting legal safeguards to protect the right and opportunity of all persons to be free from all discrimination, including discrimination based on race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS: AFSCME is committed to diversity and full participation, both within the union and in society as a whole. AFSCME specifically has supported the Civil Rights Act, the Voting Rights Act, the Equal Rights Amendment, the Americans with Disabilities Act, the Employment Non-Discrimination Act, and legislation at all levels of government to guarantee the rights of all persons to public and private employment, housing, credit, public accommodations and public services; and

WHEREAS: Non-Discrimination policies are good for economic development and the bottom line, creating more and better jobs. A June 2014 Williams Institute (UCLA School of Law) study found that 98% of the Top 50 Fortune companies have comprehensive non-discrimination policies, and in a 2011 study 92% mentioned the economic benefits of those policies on recruitment and retention of the best talent, generating the best ideas and innovations from a diverse workforce, attracting a more diverse customer base, increasing productivity by making employees feel valued and comfortable at work, and maintaining positive employee morale; and

WHEREAS: Alderman Matthew Petty has introduced the Non-Discrimination Ordinance to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations; and

WHEREAS: AFSCME Local 965 remains dedicated to achieving the fullest exercise of civil, political, and economic rights for all residents of Fayetteville, regardless of real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS: Fayetteville is an open and compassionate city, and this ordinance will help assure that there are no second class citizens in our community.

NOW, THEREFORE, BE IT RESOLVED:

That the members of AFSCME Local 965 support the proposed Fayetteville Non-Discrimination Ordinance and urge the Mayor and City Council to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors; and

BE IT FURTHER RESOLVED:

That a copy of this Resolution be delivered to the Mayor and members of the Fayetteville City Council for their consideration of our views and support for the proposed Fayetteville Non-Discrimination Ordinance.

Adopted this 18th day of August 2014.

Betty Martin, President

*Exhibit A as amended at
the 8-19-14 City Council Meeting.*

EXHIBIT A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

- (A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.
- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed by a covered employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

(M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.

(N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To fail to hire, refuse to hire or discharge an individual;
- (B) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (C) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
- (D) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
- (E) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
- (F) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
- (G) To discriminate in referring an individual for employment whether the referral is by an employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
- (B) To discriminate by imposing different terms on a real estate transaction;
- (C) To represent falsely that an interest in real estate is not available for transaction;
- (D) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
- (E) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
- (F) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
- (G) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;
- (H) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
- (I) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital

status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

(J) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(K) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

(L) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

It shall be unlawful for a business establishment or place of public accommodation for a discriminatory reason to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation, unless required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

(A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.

(B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

119.07 General Exceptions

(A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.

(C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.

(D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(E) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan as required by state or federal law, or by court order.

(F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:

(1) That the discrimination is in fact a necessary result of such a bona fide condition; and

(2) That there exists no less discriminatory means of satisfying the bona fide requirement.

(G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide

religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.
- (I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.
- (J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose

119.08 Posting of Notices

Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or has testified

truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.

- (C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.
- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.
- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

Matthew's Amendments
Handed out at the 8/19/14 City Council Meeting

Amendments Proposed by Alderman Petty

119.07 Exemptions:

Strike (I) and replace as follows:

(I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.

Adopt a new (J)

(J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.

Handed out at the 8-19-14 City Council meeting

1	David Williams	Co- Chair	479-443-2096
2	Rev. Lowell Grisham	St. Paul's Church	479-387-1917
3	Anne Shelley	NWA Rape Crisis Center	479-283-4920
4	Phylis Rengier	Citizen/ Business Owner	479-466-9368
5	D'Andre Jones	Chair of Washington Co. Dems Black Caucus	(479) 799-2398
6	Hannah Withers	Business Owner- Block Street	479 - 287-4396
7	Mireya Rieth	ED, Arkansas United Community Coalition	479-871-2168
8	Terrah Baker	Veteran	479-595-2894
9	Justine Turnage	Transgender Advocate	479-283-1616
10	James Rector	NWA Center for Equality	479-790-4235
11	Sonia Davis Gutierrez	Designer/ New Design School Director	479-409-5064
12	Michael Holloman	Psychiatrist	479-530-2516
13	Cathy Campbell	Mother of Transgender Son	479-236-7676
14	Kate Bartow	Transgender Advocate	479-283-1616
15	Anita Schnee	Lawyer	479-587-0262
16	Pattie Williams	Co- Chair	479-530-7976



Faith Sign On

Edwin Williams
Unity Minister
Ministerial and Pastoral Care Services

Dian Williams
Unity Minister
Ministerial and Pastoral Care Services

Rev. Mark Williams
Spirit of Peace

Rev. Roy Lennington
Spirit of Peace

M. Rev. Raymond L. Niblock
Old Catholic Diocese of the Uniformed Services and the Parish of St. Michael the Archangel

Rev. Lowell Grisham
St. Paul's Episcopal Church

Cathy Campbell
St. Paul's Episcopal Church

Noah Meeks
St. Paul's Episcopal Church

Rev. Jan Huneycutt Lightner
Sacred Fields of Possibility

Pastor Abigail Lightner
GPS Faith Community -Good Shepherd Lutheran, ELCA

Pastor Clint Schneklath
Good Shepherd Lutheran, ELCA

Michael Beaver
Good Shepherd Lutheran Church

Morgan-Ruth Harrell
President of Our Hands
Good Shepard Lutheran Church

Zoë Rom
Student
Good Shepard Lutheran Church

Lora Walsh
Program Director/Pastor
St. Paul's Episcopal Church

Halvor Halvorson
Graduate Assistant
Good Shepherd Lutheran Church

Dr. Anna Lindquist
Good Shepherd Lutheran Church

Rev. Jim Parrish
Unitarian Universalist

Laura Phillips
Ordained Minister through Universal Life Church
Unitarian Universalist

Rev. Terry Gosnell
Trinity United Methodist

Mary Cochran
NWA Quakers

Annette Olsen
Unity Fayetteville

Pastor Steve Sheely
Rolling Hills Baptist Church

Rev. Dr. Leslie Frances Smith Belden, Ph.D.
Parish Associate, First United Presbyterian Church

Johnnie Chamberlin
Secular Humanist

Rev. Terry Gosnell
United Methodist Church

Business Sign On

Sonia Davis Gutierrez
New Design School

Sonia Davis Gutierrez
3c21 Design

Mike Davis, Sculptor

Kirk Lanier
Photographer at Fayetteville Underground

Hannah Withers
Maxine's Tap Room

Hanna Wither's
Little Bread Company

Todd and Nickki Golden
Mermaid's Seafood Restaurant

Maudie Schmidt
Cafe Rue Orleans

Jason, Robin, Keith
Four Legged Bird

Pattie Williams
Soul Matters

Phyllis Rengier
Healing Hearts Chiropractic

Brian Bailey
The Mustache: Goods and Wears

Sammy Allen Townsend
Vince Pianalto
Justin Calvert
Buchee Bistro

Andi Wise
Mayapple Salon

Organizations	Fayetteville Fairness Coalition Speakers:
NWA Center for Equality Arkansas Transgender Coalition Center for Artistic Revolution OMNI Center for peace, justice, and ecology Arkansas Support Network Washington Co. Dems Washington Co. Dems - Black Caucus Washington Co. Dems - Hispanic Caucus Hispanic Women's Organization of Arkansas Arkansas United Community Coalition PFLAG of NWA Northwest Arkansas Humanist Association Compassion Fayetteville Ministerial and Pastoral Services	David Williams - Co Chair FFC Rev. Lowell Grisham - Faith Leader St. Pauls D'Andre Jones - NWA Democratic Black Caucus Cathy Campbell - Mother of Trans Son Kate Bartow - Transgender Advocate Terrah Baker - Veteran Hannah Withers - Business Owner James Rector - NWA Center for Equality Michael Holloman -Psychiatrist Anita Schnee - Lawyer Phyllis Rengier - Business Owner/ Citizen Pattie Williams - Co- Chair FFC Mireya Rieth - ED, Arkansas United Community Coalition

Maria Bae Di Hicks Mike Emery Todd Elkins Justine Turnage Jessica Richards Mary Cochran Kyle Smith Camille Richoux Danielle Stoddard Wade Cunningham Janis Walters Laura Phillips Sally Baker Williams Laura Hampton Georgia Lance Abigail Letsinger Samantha Sigmon	Jodi Nimmo Dr. Lisa Corrigan Lee Ann Kindrick State Rep. David Whitaker Jeremy Woody David Garcia Gladys Tiffany Bernard Sulliban Jason Banthon Danielle Weatherby Laura Gasparotto Dale Manning Lisa Suart
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KEEPING FAYETTEVILLE FAIR: GENERAL TALKING POINTS

Fayetteville, Arkansas has a lot it can teach the rest of the country. Home to one of the country's most prominent public universities, a thriving business climate, and several of the nation's leading corporate philanthropists, Fayetteville has been named one of the best places to retire and one of the best cities for business and careers in the country.

Values like fairness and inclusion have helped make Fayetteville the city it is today. In fact, the University of Arkansas at Fayetteville, the city's top employer, already has a fully-inclusive non-discrimination policy. Now, business leaders, faith leaders and everyday folks in the community—with the help of members of the Fayetteville City Council—want to bring a similar policy city-wide. The proposed ordinance would protect the residents of Fayetteville from discrimination on the basis of race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status in employment, housing and places of public accommodation.

This is the right thing to do for a city like Fayetteville. Beginning with an ordinance passed in Minneapolis in 1975, **18 states**, the District of Columbia, and **more than 200 cities and counties** have enacted inclusive laws prohibiting discrimination. More than 500 private businesses across the United States, including 61% of Fortune 500 companies, have voluntarily adopted comprehensive policies that prohibit discrimination, and 49 of the 50 Fortune 500 companies in the U.S. have similar protections.

WHY ARE THESE LAWS AND POLICIES NEEDED?

First of all, this law is a reflection of our shared values. A welcoming climate has drawn Americans from across the country—as well as some of the nation's leading businesses—to make their home in Northwest Arkansas. Passing this ordinance sends a message that Fayetteville treats all people fairly. That says something very important about who we are.

The legal motivation behind laws like this one is simple, but powerful: **the goal is to protect people from arbitrary discrimination** in employment, housing, and public accommodations. A person's race, religion, sexual orientation or gender identity has nothing to do with their job performance, or their qualifications as a good renter, or their right to receive service at a business open to the public. People should be judged on their merits and not be denied opportunities because of prejudice.

Discrimination is a very real problem for LGBT Arkansans. According to a recent survey of LGBT people in Arkansas, 25 percent of respondents reported experiencing employment discrimination and 37 percent have experienced harassment at work.

It's important to note that **laws against discrimination do not prevent employers from firing incompetent employees and do not prevent landlords from turning down unqualified renters.** These laws simply make sure that all employees get a fair chance at working hard to get ahead without being singled out or judged based on factors irrelevant to their ability to work or pay their bills.

KEEPING FAYETTEVILLE FAIR: GENERAL TALKING POINTS

RESPONDING TO COMMON COUNTERARGUMENTS

Special Rights. Anti-discrimination laws do not create “special rights” for certain Arkansans and not others. The right to work, rent a home, or shop for groceries is not a “special” right, and that is why we already have civil rights laws protecting against many forms of discrimination at the federal law. An inclusive non-discrimination law simply puts all Arkansas on equal footing.

Flood of Litigation. An anti-discrimination law will not create a flood of litigation or harm small businesses. Similar laws in other states and municipalities have led to no notable increase in litigation.

Redundant Protections. The Employment Non-Discrimination Act would add discrimination on the basis of sexual orientation and gender identity into federal law, but even if ENDA becomes law it only deals with employment discrimination. A recent decision by the EEOC that forbids gender identity discrimination in federal employment is an important, but similarly limited, development. 29 states do not prohibit discrimination on the basis of sexual orientation and 32 do not prohibit discrimination on the basis of gender identity.

Bathroom Concerns. Under this ordinance, it will still be a criminal offense to assault or harass someone in a bathroom. The claim that these laws provide men access to women’s rooms in order to assault women and girls is fear-mongering and fundamentally untrue. Assault is and continues to be illegal, no matter who is perpetrating it or where it occurs. LGBT people deserve the ability to be able to use bathrooms in peace and safety, and the truth is that they are far more likely to be the *victims* of harassment and violence in bathrooms than they are to be the perpetrators.

Religious Organizations. Religious organizations can choose to hire members of their own faith and exclude applicants based on virtually any reason, so long as the work those people are hired to perform is related to the organization’s religious activities. Those rights are not affected by a non-discrimination ordinance that includes protections for LGBT people.

Religious Individuals. Existing non-discrimination laws at the state and local level obligate business owners to serve people of all faiths and races even when doing so challenges the religious views of the business owner. For example, the Christian owner of a florist shop may not refuse to provide flowers for the wedding of an interfaith couple, nor would it for an inter-racial couple. Businesses engaged in public commerce should be held to this same standard in relation to LGBT people.

FAYETTEVILLE FAIRNESS COALITION

2014 - Fayetteville Ordinance 119 - Civil Rights Administrator - Petition of Support

SIGNATURE	CITY	SIGNATURE	CITY
Melissa Thomey	Fayetteville	Alyssa Andres	
Joseph M. Porter	Fayetteville	Jessica Schermacher	Springdale
Wade Cunningham	Fayetteville	Kristen Speer	Fayetteville
Chloe Undernehr	Fayetteville	Kerri Williams	Elkins
Joyce Terrell	Prairie Grove	Christopher Starritt	Little Flock
Blanca Luna	Fayetteville	Jeremy Whisenhunt	Fayetteville
Lori May	Fayetteville	Tonya Wright	Fayetteville
Sugar Ellis	Rogers	Adrienne Bush	Fayetteville
Nichole Gutierrez	Fayetteville	Jonathan webb	Fayetteville
Laura Phillips	Fayetteville	Mike Halterman	Tampa
Cynthia Grimes	centerton	Jeremy Stuthard	Fayetteville
Michael Walsh	Eureka Springs	Michael Andrews	Fayetteville
Kerry Crawford	Fayetteville	Sara Lafargue	Fayetteville
Larry King	Bella Vista	Jamey McGaugh	Fayetteville
Mrs. Kathleen Wright	West Fork	Tyler Rhodes	
William Clifton	Springdale	Jessica Rogers	Fayetteville
Joshua Anderson	Springdale	Shelby Hanson	Fayetteville
Mrs. Teri Dawn Wright	West Fork	Peter M. LaBrie	
Kathy Layne	Mansfield	David Whitaker	Fayetteville
Jess Goodwin	West Fork	Judith Levine	Fayetteville
Georgia Lance	Fayetteville	Lindsey Stotts	Fayetteville
Debbie Morgan	Fayetteville	Stephanie Alice Fox	Fayetteville
Kathy Benton	Fayetteville	Laura Wood	Fayetteville
Joanna Sites	Fayetteville	Lee Ann Kendrick	Fayetteville
Todd Elkins	Fayetteville	Michelle Bell	
Grace Henderson	Fayetteville	Haley Smith	Fayetteville
Rick McCormick	Prairie Grove	Kiley Hinsch	Fayetteville
Emily Mcnair	Fayetteville	Danielle Post-Reid	Fayetteville
Johnia Sharp	Fayetteville	Abigail Epley	Harrison
Kirk Guthrie	Fayetteville	Janelle Ezell	Fayetteville
Mr. David Larson Jr.	Bentonville	Don Marr	Fayetteville
James Van Horn	Fayetteville	Brett Sterling	Springdale
Hannah Moon	Fayetteville	John Phillips	Fayetteville
olivia Barraza	Rogers	lydia nelson	fayetteville
David Embree	Fayetteville	Kelly Zega	Springdale

SIGNATURE	CITY	SIGNATURE	CITY
Andrew Bowlan	Rogers	Lamont Richie	
Sarah Craig	Fayetteville	Naomi A.	Fayetteville
Peggy Way	Eureka Springs	Brian Owens	Springdale
Kim Stryker	Eureka Springs	Robyn Riggan	Fayetteville
Gregory Hein	Berryville	Jo-Rita Dewey	Eureka Springs
Jill Collins	Eureka Springs	James Brooks	fayetteville
Neta Stamps	Berryville	Andria Jandak	Newport
Sandra Dunn	Holiday Island	Zeek Taylor	Eureka Springs
Trina Swadley	Bentonville	Cheryl Maples	Heber Springs
Tim Collins	Eureka Springs	Nicole Humphrey	Joplin
Nature Levon	Fayetteville	William Heidemann	Bentonville
Emma Turner	Fayette	Amanda Pearson	Springdale
Grace Richardson	Fayetteville	Amanda Hoover	
Josh Williams	Fayetteville	Calvin Cotton	Eureka Springs
Suzan Bell	Eureka Springs	Sarah Horton	Florence
Stephanie Frazzitta		Daniel Scott	Fayetteville
Ms. Katelyn Bartow	Fayetteville	Joe Hill	Eureka Springs
Michelle Betzner	Fayetteville	Susan Gilliland	Tulsa
Abby McCain	Fayetteville	Michael McGinnis	Houston
Gordon Halford	Red Bluff	Dorothy Davenport	Tulsa
Ethan Fowler	Fayetteville	Deborah Green	Fayetteville
Robyn Bailey	Bentonville	Julie Quinn	
Brandon Parks	Fort Smith	Michelle Churchill	Berryville
Carrie Waller	Siloam Springs	Zara Raezer	Fayetteville
Olivia DeMille	Fayetteville	Rachelle Cagle	Fayetteville
DeAnna Pellerin	San Antonio	Vittoria Catanzariti	Fayetteville
Cal Ingram	Springfield	Monique Beilby	Fayetteville
Jamie Cooke	Springdale	Diana Barrera	Fayetteville
Glenn Brown	Eureka Springs	Zac Slade	Fayetteville
Ronny Stoddard	Eucha	Mark Wetzel	Eureka Springs
Pamela Boese	Bentonville		
Angela Lowe	Roland		
Betsy Warren	Summit		
Teresa Gardner-Borders	Republic		
Tony Wojnar	Berryville		
LaNeece White	Siloam Springs		
Summer Trottier			
Sara Sawyer	Fayetteville		
Sara Sawyer	Fayetteville		

DATE_SUBMITTED	LAST_NAME	FIRST_NAME	HOME_STREET1	HOME_STREET2	HOME_CITY	HOME_STATE	PROV	HOME_ZIP	PRIMARY_EMAIL	HOME_PHONE	MEMBER_ID	QUESTION_1
8/3/14 1:24	Smith	Osbourne	1106 W Maple St		Fayetteville	AR		72701-3108	ozy16_08@hotmail.com			
7/29/14 12:37	Keahey	Jessica	1768 N Woolsey Ave		Fayetteville	AR		72703-2555	steelcutcoffee@yahoo.co.uk	479-466-6694		
7/28/14 15:02	White	Sara	363 E Mimosa Ln		Fayetteville	AR		72703-3969	serrabellum@gmail.com	(479) 575-7943	2021043	
8/12/14 8:29	buonaluto	shelley	13866 Pin Oak Rd		Fayetteville	AR		72704-8135	goodhelp@cybermesa.com	(505) 995-9886	1587255479	4456567
7/28/14 15:04	Loman	Kasey	701 E. Edna		Fayetteville	AR		72703-2722	hipplekasey@gmail.com			
7/29/14 12:31	Webb	Sarah	545 N Ruth Ave		Fayetteville	AR		72701-3771	lmay1973@yahoo.com	(494) 662-1090	1923864	
8/15/14 2:09	Jacques	Winnona	1850 N Scull Creek Dr		Fayetteville	AR		72703-2316	aliceofwonder@gmail.com			
7/29/14 21:26	Anadell	Joel	2915 North Raven Lane		Fayetteville	AR		72704-6613	joel.anadell@gmail.com	(870) 972-0733	3761646	
7/28/14 15:09	Pribbernow	Michelle	575 E Village Dr		Fayetteville	AR		72703-4050	mpribbernow@gmail.com			
7/31/14 18:13	Rigsby	Charles A.	1661 N. Boston Place		Fayetteville	AR		72703-3001	cr273@aol.com	479-409-5679	1326678479	409-5679
8/14/14 3:09	Gulas	Carol	16735 Wooded Ln		Fayetteville	AR		72704-8537	caligal50@yahoo.com	(501) 472-8270	1121353	
8/12/14 14:08	Davis	Bonnie	128 E. Davidson Street		Fayetteville	AR		72701-3412	davisbg@cox.net			
8/11/14 13:39	Tucker	Janet	108 n. hartman av.		Fayetteville	AR		72701-4812	jtucker@uark.edu	(479) 521-6481	2061836	
7/28/14 15:17	Ryan	Christine	2062 E STUBBLEFIELD RD		Fayetteville	AR		72703-6200	jryan@uark.edu		2114353	
8/1/14 14:09	Tiffany	Gladys	105 N. Willow		Fayetteville	AR		72701-4360	gladystiffany@yahoo.com			
8/12/14 0:32	Lord	Allyn	433 E Prospect St		Fayetteville	AR		72701-2136	rhm@arkmola.net	(479) 443-1302	1489534	
7/28/14 14:41	Clark	Charles	1625 N oakhaven Pl.		Fayetteville	AR		72704-6169	chuckdfw@aol.com	(479) 966-4739	710290	
7/29/14 2:23	Sealy	Ramsey	1356 N Stephens Ave		Fayetteville	AR		72703-1534	ramsesthebird@hotmail.com	(479) 443-2154	401987	
7/28/14 19:15	Fedeale	David	4245 NE Meadow Creek Cir Apt 304		Fayetteville	AR		72703-6353	fedele.david@gmail.com	(000) 000-0000	2481132	
7/29/14 0:05	Scherer	Suzanne	2704 N VILLA BLVD		Fayetteville	AR		72703-3332	rstetradio@yahoo.com			
8/12/14 11:32	Shafer	Toni	775 Trout		Fayetteville	AR		72703-1695	tonishafer@hotmail.com			
7/29/14 21:12	Thomas	Margaret	409 N. West Ave.		Fayetteville	AR		72701-4169	margarethomas66@yahoo.com			
7/28/14 18:11	Bailey	Brad	1791 Janice Ave.		Fayetteville	AR		72703-2137	james.pettypool@cox.net			
8/11/14 14:08	Holland	Nancy	1692 S. Hunt Lane		Fayetteville	AR		72701-8029	alilblue@hotmail.com			
7/29/14 18:37	Sutherland	Tom	701 Beck Drive		Fayetteville	AR		72703-2564	tomacook@yahoo.com		4762200	4792003173
8/13/14 23:25	DeCarvalho	Lauren	1795 W Crowne Dr Apt 207	Apt 708	Fayetteville	AR		72701-7825	laurendecarvalho@gmail.com			
7/29/14 15:24	Wilhite	Erika	33 e 4 st		Fayetteville	AR		72701-6002	erikawilhite@gmail.com			
8/2/14 20:29	D'Alisera	JoAnn	1787 N. Hunters Ridge		Fayetteville	AR		72701-2772	jnnslsr@gmail.com		4898947	
8/11/14 23:56	Alexander	Fran	1946 Fox Hunter Rd.		Fayetteville	AR		72701-2963	fran@deane-alexander.com			
8/11/14 14:39	Gonzalez	Val	12084 Hazel Valley Rd		Fayetteville	AR		72701-3775	valgonzalez@ymail.com			
7/30/14 22:23	Miesse	Michelle	701 W Sycamore St Apt 69	Apt. 3	Fayetteville	AR		72703-6054	mmlesse1@gmail.com			
7/29/14 11:48	Larson	David	2453 W Valley Dr		Fayetteville	AR		72703-1122	jdlmglsts@gmail.com			4793812868
8/13/14 0:43	Blanchard	Sharon	1900 N. Garland Apt 23		Fayetteville	AR		72703-2115	roseofsheryn@hotmail.com			
8/5/14 18:48	Anderson	Meghan	109 S. University Ave.		Fayetteville	AR		72701-5836	sunnydaylove22@yahoo.com			
8/12/14 11:41	Hejtmanek	Edward	1622 Markham Road		Fayetteville	AR		72701-3921	ehejtmanek1949@msn.com			
8/11/14 14:08	Lavery	Barbara	590 n rockcliff rd		Fayetteville	AR		72701-3808	plavery@swbell.net			
8/1/14 16:08	Cadell	Felix	13632 White Oak Lane		Fayetteville	AR		72704-8312	i-got-the-key@hotmail.com			
7/28/14 15:52	Weeks	Tommy	126 S Locust #3		Fayetteville	AR		72701-5940	tommyzoooloo@yahoo.com			
7/28/14 15:37	Gibbs	Marta	24 N Olive Ave		Fayetteville	AR		72701-4354	jwaves00@gmail.com			
7/29/14 12:50	Miller	Kelly	4080 N Cadillac Dr Apt 9		Fayetteville	AR		72703-4885	kmeeann@gmail.com			5013187320
7/28/14 15:00	Ballew	Alyson	1828 N Cambridge Rd		Fayetteville	AR		72701-2714	ballewal@hotmail.com	(941) 929-6328		
8/11/14 12:04	Idlet	Susan	526 S Washington Ave		Fayetteville	AR		72701-6163	susanidlet@gmail.com			
7/28/14 21:22	Sayre	Becky	416 W Wren Circle		Fayetteville	AR		72704-5312	rivka2003@yahoo.com			
8/13/14 6:08	Barker	Chelsea	4335 W Beaver Ln		Fayetteville	AR		72704-5538	cbarker2613@gmail.com			
8/11/14 20:14	Webb	Sarah	545 N Ruth Ave		Fayetteville	AR		72701-3771	swebb197710@yahoo.com	(494) 662-1090		
7/29/14 12:24	Welborn	Kennedy	300 South Donaghey Ave	Fox Run #G3	Conway	AR		72034-6815	rogerssoftball30@gmail.com			
8/12/14 11:18	Hill	Amanda	1171 E CAIN DR		FAYETTEVILLE	AR		72703-2044	aasams@gmail.com			
7/29/14 7:13	Herren	Matthew	4245 NE Meadow Creek Cir Apt 304		Fayetteville	AR		72703-6353	matthewherren@att.net			
8/11/14 13:59	Mesrobian	Ann	19 West Pike St		Fayetteville	AR		72701-2032	mesrobiana@gmail.com			
7/28/14 14:04	Hawkins	Lauren	1101 S. Duncan Ave.		Fayetteville	AR		72701-6365	ldhdesign@hotmail.com			
8/6/14 19:08	Richards	Jessi	14821 Peterson rd		Bentonville	AR		72712-9591	rrnrtwist81@yahoo.com		479-287-2288	
7/28/14 15:55	Bennett	Barry	1 N School Ave.#509		Fayetteville	AR		72701-5124	hilltower12@yahoo.com			
7/28/14 15:56	Deen	Steve	515 N Park Ave		Fayetteville	AR		72701-3434	sdeenark@yahoo.co.uk			
8/11/14 12:00	Adamson, SFCC	Claudia	2961 North John Wayne Drive		Fayetteville	AR		72703-3958	claudiaadamson@sbcglobal.net			
8/12/14 15:17	Velo	Fredrico	1965 spinel link		Fayetteville	AR		72701-7702	fveloz@uark.edu			
8/12/14 10:53	Adderholt	Hannah	325 S Gregg Ave		Fayetteville	AR		72701-5816	hadderholt@gmail.com			5016209481

2

8/3/14 11:45	Patterson	Saundra	3166 w oakfield st	Fayetteville	AR	72704-6766 saundyp51@yahoo.com		4792252283
7/29/14 22:02	Gemmato	Phillip	609 W Dickson St Unit 608	Fayetteville	AR	72701-5093 phil.gemmato@gmail.com	(224) 532-1101	
8/11/14 13:24	Barnett	Bryan	474 N Coral Canyon Loop Apt 429	Fayetteville	AR	72704-6288 bryanmbarnett1@yahoo.com		
7/29/14 22:21	Brown	Brian	P.O. Box 881	Fayetteville	AR	72702-0881 brinchrsgin@gmail.com		
7/29/14 11:52	Lyon	Matthew	105 S West Ave	Fayetteville	AR	72701-5843 lyon.matthew@gmail.com		
7/28/14 14:43	Ostner	Alan	312 south block	Fayetteville	AR	72701-6026 alan.ostner@yahoo.com		
8/11/14 23:39	Nimmo	Susan	3995 Riverridge Drive	Fayetteville	AR	72704cindydimmo@yahoo.com		
7/29/14 13:20	Williams	Amy	11732 N Clubhouse Pkwy	Farmington	AR	72730-8824 hawksloulou20@yahoo.com	(870) 761-0101	
7/29/14 18:57	Zahn	Geoffrey	320 s Washington ave	Fayetteville	AR	72701-6161 geoff.gone@gmail.com		
7/28/14 15:03	Nordstrom	Jason	2313 E Kantz Cv	Fayetteville	AR	72703-3105 jason.nordstrom@gmail.com		
7/28/14 15:56	Cale	Jennifer	Jennifercale@yahoo.com	Fayetteville	AR	72701jennifercale@yahoo.com	(479) 684-7082	
7/28/14 22:02	Hobson	Charity	1803 Preservation Dr Apt 2	Fayetteville	AR	72703-1388 hobson033@yahoo.com		
7/28/14 18:56	Pranger	Debra	2624 e Country Way	Fayetteville	AR	72703-4304 dspranger54@aol.com		
7/29/14 9:58	SPEARS	LEAH	800 E CALVIN	FAYETTEVILLE	AR	72703-2013 lrs100676@gmail.com	(501) 571-3407	
7/28/14 14:18	Cornell	Natasha	532 South Sang Avenue	Fayetteville	AR	72701-6270 natasha.cornell@gmail.com		
8/11/14 12:48	Green	Nicole	1010 N. Molly Ct.	Fayetteville	AR	72701-1921 nicole_r_green@yahoo.com		
7/31/14 12:57	Lance	Georgia	1309 South Washington #3	Fayetteville	AR	72701-6663 georgialance@yahoo.com		
7/28/14 14:37	Kruth	Amber	3233 E Navajo Court	Fayetteville	AR	72701-2813 akruth@nwaonline.com		
7/28/14 20:48	Hernandez	Jeremy	250 w MLK blvd	Fayetteville	AR	72701-6507 jeremyhernandez81@gmail.com		
8/13/14 19:05	Smith	Kyle	2801 W Dore Dr	Fayetteville	AR	72704kylesmith@projectgalileo.net		5185953595
7/29/14 13:04	Nimmo	Jodi	1235 S West Ave	Fayetteville	AR	72701-6425 jgrotjoh@uark.edu		
7/28/14 17:14	Howard	tom	2251 mission blvd.	Fayetteville	AR	72703-3137 tom.syl@cox.net		
7/29/14 16:20	Watson	Kyler	3290 Glenbrook loop	Springdale	AR	72764-7861 kbwatson@uark.edu	(479) 419-5779	
8/3/14 22:36	Anonymous	Marie StClaire	3358 Harvard St	Fayetteville	AR	72704-5747 fysexeducation@gmail.com		8162671672
7/28/14 15:49	Brown	Dee	1582 East 5th Street	Fayetteville	AR	72701-4501 dee1582@yahoo.com		
7/29/14 13:18	Allee	Kaleb	4548 W. Lofty Wood Dr	Fayetteville	AR	72704-7520 kaleb.allee@gmail.com		
7/28/14 15:32	G	Brandon	413 North West street	Fayetteville	AR	72701-4591 mbrgraham@gmail.com		
7/29/14 15:00	taylor	teesha	301 w spring st	Fayetteville	AR	72701-5138 teeshabethany@gmail.com		
8/12/14 10:44	Curry	Caitlin	1500 N Leverett Ave Apt 102	Fayetteville	AR	72703-6030 crcurry@uark.edu	(870) 314-1001	
7/30/14 11:54	Davis	Shannon	118 North Duncan Ave Bld D 104	Fayetteville	AR	72701-4939 sed010@email.uark.edu		
8/4/14 11:50	Wright	Kathleen	15077 Woolsey Rd	West Fark	AR	72774-9503 kgwright73@gmail.com		4798711474
7/29/14 12:25	Cunningham	Wade	4387 Beaver Lane	Fayetteville	AR	72704-5538 wcunningh@gmail.com		
7/28/14 14:27	Lehman	Kathleen	318 S Combs Ave	Fayetteville	AR	72701-6117 klehman511@yahoo.com		
8/11/14 13:55	Beetz	Alice	512 S East Ave	Fayetteville	AR	72701-6048 alice.beetz@gmail.com	(479) 521-6519	
7/28/14 20:25	Craig	Mark	3940 N Park Oaks Dr Apt 12	Fayetteville	AR	72703-7097 markcraig1085@gmail.com	(479) 866-7655	
7/28/14 16:14	Brown	Garrett Addison	2084 n chestnut apt 14	Fayetteville	AR	72703-2242 addisonbrown1985@gmail.com		
7/28/14 15:52	Hartman	Charles	2416 Sara Alice Court	Fayetteville	AR	72701-0456 hartmancharles40@gmail.com		
7/28/14 14:13	Stoddard	Danielle	122 N Aqua Crossing Apt 9	Fayetteville	AR	72701-7601 ncoddani@outlook.com	(479) 879-0023	
7/28/14 18:04	Mahanay	Lela	2720 Mt. Comfort Rd	Fayetteville	AR	72704-5715 lmhn009@gmail.com		
7/28/14 15:16	Boaz	Brooks	1712 b chestnut ave	Fayetteville	AR	72703-2278 baboaz@email.uark.edu		
7/28/14 14:07	Mercer	Chelsea	3349 W Fairfax St	Fayetteville	AR	72704-5371 cmercerc3373@aim.com		
7/28/14 14:24	Green	Nicole	1010 N. Molly Ct.	Fayetteville	AR	72701-1921 nrgreen@uark.edu		
7/29/14 18:13	Diloreto	James	1385 E. Century Drive	Fayetteville	AR	72703-3743 dlloreto@uark.edu	(978) 761-6618	
7/31/14 17:34	Weatherford	Rachel	3901 SW Gibson Ave.	Bentonville	AR	72712-5198 racheleweatherford@gmail.com		4796576574
7/28/14 14:09	Amos	Garron	658 Melbourne Dr	Fayetteville	AR	72701-8944 gamos@uark.edu		
7/28/14 15:17	Hodges	Jeremy	3242 N. Warwick Dr.	Fayetteville	AR	72703-6517 jeremymhodges@gmail.com		
7/30/14 18:50	Adams	Destiny	3923 Webster Branch rd	Van Buren	AR	72956-6811 musicaldadams@yahoo.com		4793538117
7/28/14 14:09	Anabal-Walker	Alison	1504 N. Oakland Ave.	Fayetteville	AR	72703-1742 energymedicine@gilanet.com	575-313-3021	
7/28/14 17:14	Hobbs	Cougan	2530 E Kantz Apt # 3	Fayetteville	AR	72703-3222 couganhobbs@gmail.com		
7/29/14 16:03	eriksen	kate	2054 n garland ave #5	Fayetteville	AR	72703-2132 katenbaby@yahoo.com		
7/29/14 9:43	Gray	Candice	2288 hidden creek	Fayetteville	AR	72704-6355 cevansgray@gmail.com		
7/30/14 19:32	Curran	Michael	848 N Storer Ave	Fayetteville	AR	72701-1830 curran.michaellane@gmail.com		
7/28/14 22:59	McHan	Kyle	2109 E Flint Creek	Fayetteville	AR	72703-4437 kyle.mchan@gmail.com		
7/28/14 14:25	wyatt	kristal	425 Stonebridge rd	Fayetteville	AR	72701-4667 kjwyatt7@rocketmail.com		4793016760
8/4/14 0:26	Bartow	Katelyn	1390 W Wedington Dr, Apt 7	Fayetteville	AR	72701-1752 katelynbartow@gmail.com		
8/12/14 6:52	Bemberg	Paula	217 E. Lafayette St.	Fayetteville	AR	72701-4242 pbemberg@cox.net		
7/29/14 18:32	Reece	Rayna	11179 pleasant hill rd	lincoln	AR	72744-9488 raynareece12@gmail.com		

7/28/14 16:55Cox	Jacquelyn	101 South University Ave	Fayetteville	AR	72701-5836 jacquynrcox@gmail.com	
7/28/14 17:15Hills	Tiffany	1550 Electric Ave. Apt. C101	Springdale	AR	72764-7837 tiffy092489@gmail.com	
7/28/14 17:19Monye	IrisGracee	1764 n leverett	Fayetteville	AR	72703-2303 irismonye@gmail.com	
7/29/14 11:53Ayers	Britni	1570 Hope St	Fayetteville	AR	72701-2430 blayers@uark.edu	
7/29/14 12:05Terhune	Claire	1801 N Applebury Pl	Fayetteville	AR	72701-2508 ceterhune@hotmail.com	
7/29/14 12:24Thornton	Charles	548 madison 5520	elkins	AR	72727-8953 cwthornton@gmail.com	
7/29/14 12:50Collins	Joshua	321 E. Lafayette St. Apt. #105	Fayetteville	AR	72701-4384 drjoshuacollins@gmail.com	
7/29/14 12:54Bailey	Tessa	520 E Maple St Apt C	Fayetteville	AR	72701-3566 texastessa1@gmail.com	
7/29/14 13:27Mustion	Michelle	601 N. Whitham Ave.	Fayetteville	AR	72701-3251 mmustion1@gmail.com	
7/29/14 13:31Howard	Jason	3878 N. Park Oaks Dr.	Fayetteville	AR	72703-5275 philipjasonhoward@gmail.com	
7/29/14 13:43Horne	Sarah	1385 N. Oakland Ave	Fayetteville	AR	72703-1650 sarah.horne13@gmail.com	
7/29/14 15:37Martin	Kristen	2962 W. Marigold	Fayetteville	AR	72704-6708 kristenbreannam@gmail.com	
7/29/14 15:40Washington	Rachel	2569 W Orlando Dr Apt 9	Fayetteville	AR	72701-7777 rachel.lynett@gmail.com	
7/29/14 20:39Zahn	Stephen	310 S Washington	Fayetteville	AR	72701-6161 stephenzahn@gmail.com	
7/30/14 1:06Atkins	Jaden	1733 W Preservation Dr.	Fayetteville	AR	72703-1383 jza1994@yahoo.com	
7/30/14 8:46Collins	Katie	2248 S Clover	Fayetteville	AR	72701-6926 katiebebe@hotmail.com	
7/30/14 10:07Miller	Alex	2924 E Birdie dr	Fayetteville	AR	72703-6553 amiller@rmpflp.com	
7/30/14 18:14Emerson	Laura Ann	3506 W Clearwood Drive	Fayetteville	AR	72704-6122 laemerson1122@gmail.com	
7/30/14 18:23Gasparotto	Laura	920 N. Leverett Ave #824	Fayetteville	AR	72701-1863 misslauralovecraft@gmail.com	
7/30/14 18:38Felix	Kelsey	2031 N East Oaks Drive	Fayetteville	AR	72703-3144 mrskelseyfelix@hotmail.com	
7/30/14 18:50BOSTWICK	CHELSEA	1939 N Caton Drive	Fayetteville	AR	72704-5893 chelseambostwick@gmail.com	
7/30/14 22:15Garcla	David	252 Thompson Ave	Fayetteville	AR	72701-0806 anotheromniactivist@gmail.com	
7/30/14 22:47Arnold	Mark	389 E Pharris dr	Fayetteville	AR	72703-4035 arnold@uark.edu	
7/31/14 3:47Wright	Elizabeth	344 Phillips st	West Fork	AR	72774-2809 lilyy51hart@yahoo.com	
7/31/14 23:39Attaway	Holly	1633 E. Wellsley Place	Fayetteville	AR	72703-3091 hollyattaway@gmail.com	
8/1/14 14:18Walters	Janis	401 W. 24th Street, Apt. 97	Fayetteville	AR	72701-6960 silverwolfe10@gmail.com	
8/2/14 10:20Canan	Sasha	2020 N Leverett Ave	Fayetteville	AR	72703-2230 snccanan@email.uark.edu	(540) 931-4538
8/2/14 19:23Pierce	Michael	449 W. Adams	Fayetteville	AR	72701-1906 pierce.11@osu.edu	5018381847
8/2/14 23:00Starks	Tricia	449 w Adams	Fayetteville	AR	72701-1906 tricia.starks@facebook.com	5409314538
8/3/14 23:01Bethune	Christina	870 W Lawson St Apt 2	Fayetteville	AR	72703-1735 milesprower67@hotmail.com	
8/3/14 23:25Hatcher	Delilah	1601 Latourette Ln	Jonesboro	AR	72404-0727 hatchmatic@gmail.com	
8/4/14 12:27Henderson	Grace	106 N Platinum Dr #10	Fayetteville	AR	72701-7374 ghenderson89@gmail.com	
8/4/14 21:24Seel	Zoll	301 n garland ave pmb 117	Fayetteville	AR	72701-4031 zollgax@gmail.com	
8/4/14 23:44Jenkins	Erin	2287 S Camron Cir	Fayetteville	AR	72701-6980 co11eena@live.com	(501) 409-9951
8/5/14 9:19Province	Samantha	1764 N. Leverett Ave #241	Fayetteville	AR	72703-2333 samanthasolareyes@gmail.com	
8/5/14 20:14Chang	Carla	413 N West Ave	Fayetteville	AR	72701-4591 carlitachang@hotmail.com	
8/5/14 21:28Toll	Beverly	15141 Low Gap Rd	West Fork	AR	72774-9346 btoll1019@gmail.com	(479) 839-3238
8/6/14 11:56Fiddner	Korey	2532 N. Trafalger Drive	Fayetteville	AR	72704-6090 kfiddner@gmail.com	
8/6/14 16:00ishtiaq	aneeqa	4695 W Soapstone Dr	Fayetteville	AR	72704-7673 aneeqa.ishtiaq@gmail.com	
8/7/14 3:35Janski	Renee	50 E. Poplar St.	Fayetteville	AR	72703-2530 janskistudio@gmail.com	
8/7/14 12:35Lindsay	Christy	1315 Lewis Woods Lane	Fayetteville	AR	72701-9291 iamwolfdrummer@gmail.com	
8/11/14 11:55Clawson	Wesley	131 S University Ave	Fayetteville	AR	72701-5836 wesley.p.clawson@gmail.com	
8/11/14 22:55Takemoto	Karen	278 wolfe lane	Farmington	AR	72730-2512 ktakemoto@aol.com	
8/11/14 23:31House	Glenda	106 W. Boles St.	Fayetteville	AR	72701-4201 ghhouse@uark.edu	4792675822
8/11/14 23:45Newman	Joe	1676 N Broadview Drive	Fayetteville	AR	72703-2007 jdaanew@sbcglobal.net	
8/12/14 9:08Blanch	Betty	2358 Ferguson Ave	Fayetteville	AR	72703-4345 bettyblanch@gmail.com	
8/12/14 10:45Sharara	Mahmoud	522 N. Oak St., Apt1	Little Rock	AR	72205-4179 msharara@uark.edu	4794090532
8/12/14 10:58Wilson	Matthew	210 S School Ave #5	Fayetteville	AR	72701-5958 claybomb84@gmail.com	4797130658
8/12/14 11:09Ganio	Heather	1234 west ridgeway dr	Fayetteville	AR	72701-2527 hganiao@gmail.com	
8/12/14 11:33Simon	Brent	904 Natchez	Bentonville	AR	72712-3689 brent.j.simon@gmail.com	
8/12/14 11:35Crisp	Victoria	Alpha Omicron Pi 712 W. Maple St.	Fayetteville	AR	72701vacrisp@uark.edu	
8/12/14 11:35MacDonald	James	205 E Harold St	Fayetteville	AR	72703-3818 petrshuvalov@gmail.com	
8/12/14 11:41Newmark	Hari	2741 W Quail Dr.	Fayetteville	AR	72704-5612 dotters@gmail.com	
8/12/14 11:48McCormick	Justin	1854 W Custer Ln	Fayetteville	AR	72701-6758 jejmccormick@yahoo.com	
8/12/14 11:53Carlew	Alrxabdria	422 w Adams street	Fayetteville	AR	72701-1905 acarlew@uark.edu	
8/12/14 11:59STarks	Tricia	449 W. Adams St	Fayetteville	AR	72701-1906 tricia.starks.9@facebook.com	
8/12/14 12:20Weaver	Destiny	1008 W Bob Place	Fayetteville	AR	72704-2195 destiny.weaver89@gmail.com	

8/12/14 13:23	Lindsey	Ashley	1719 pleasant woods drive	Fayettevill	AR	72703-1462 ashley.m.lindsey@gmail.com	
8/12/14 13:27	Williams	Shelby	2542 Gentle Oaks Ln	Fayetteville	AR	72703-6147 shelbywilliams.2542@yahoo.com	
8/12/14 13:46	Parry	Megan	1789 Chestnut Ave	Fayetteville	AR	72703-6361 clconley.clc@gmail.com	
8/12/14 13:51	Conley	Cassie	4254 NE Meadow Creek Cir #303	Fayetteville	AR	72703-1465 starbaby.tm@gmail.com	
8/12/14 17:57	Mills	Tia	1833 Pleasant Woods Dr.	Fayetteville	AR	72703-7077 layzalopez@yahoo.com	
8/12/14 18:40	Lopez-love	Layza	4155 n valley lake drive#4	Fayetteville	AR	72704-5826 bradleyrgarrett@gmail.com	
8/12/14 19:31	Garrett	Bradley	1208 N Carlsbad TR	Fayetteville	AR	72701-3815 cadythejedi@gmail.com	
8/13/14 0:11	Loney	Cadence	619 north rockcliff road	Fayetteville	AR	72704-5610 brandonthomascall@gmail.com	
8/13/14 7:32	Call	Brandon	3209 W Gypsum Dr.	Fayetteville	AR	72701-9434 kimberly@touchstoneservices.net	
8/13/14 13:03	Pennell	Kimberly	12308 Ed Edwards	Fayetteville	AR	72704-5610 tristen.call@gmail.com	
8/13/14 19:57	Call	Tristen	3209 W Gypsum Dr	Fayetteville	AR	72703-4478 sr001@uark.edu	
8/13/14 21:07	Ray	Shana	2785 N Ida Lindsey Dr	Fayetteville	AR	72703-1676 magly_marvel@sbcglobal.net	479435069
8/14/14 13:32	licolli	Magaly	1211 N Oakland ave, apt 1	Fayetteville	AR	72701-2507 steelcreekacu@gmail.com	
8/17/14 16:10	brady	jana	1824 applebury place	Fayetteville	AR		



FAYETTEVILLE
fairness coalition

I support the City of Fayetteville in passing a citywide Anti - Discrimination Ordinance to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on real or perceived race, color, ethnicity, national origin, age, sex, gender identity, gender expression, religion, sexual orientation, disability, marital or family status and veteran status. I support an ADO that ensures every Fayettevillian has equal access to employment, housing and public accommodations.

FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Jessica	Richards	2736 N Valencia Ave	Fayetteville	AR	72703
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
JRB.NRtwist81@yahoo.com		479-287-2222			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Tia	Lindo	2736 N. Valencia Ave	Fayetteville	AR	72703
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
TiaLynnLindo@yahoo.com		929-225-3894			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Mary	Cochran	101 W. 4th St	Fayetteville	AR	72704
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
DrMVcochran@aol.com		479-575-9302			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Janis	Walters	401 W. 24th St. Apt. 97	Fayetteville	AR	72701
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
silverwolf10@gmail.com		501-838-1847			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Kelley	Keith		FAYETTEVILLE	AR	72701
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
Kelley.A.Keith@gmail.com		479-422-5684			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER

**This list will be shared with Fayetteville City Aldermen and Fayetteville Fairness Coalition partners.



I support the City of Fayetteville in passing a citywide Anti - Discrimination Ordinance to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on real or perceived race, color, ethnicity, national origin, age, sex, gender identity, gender expression, religion, sexual orientation, disability, marital or family status and veteran status.

I support an ADO that ensures every Fayettevillian has equal access to employment, housing and public accommodations.

FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



FAYETTEVILLE
fairness coalition

I support the City of Fayetteville in passing a citywide Anti - Discrimination Ordinance to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on real or perceived race, color, ethnicity, national origin, age, sex, gender identity, gender expression, religion, sexual orientation, disability, marital or family status and veteran status.

I support an ADO that ensures every Fayettevillian has equal access to employment, housing and public accommodations.

FIRST NAME (PLEASE PRINT) Janis	LAST NAME Walters	STREET ADDRESS 401 W. 24th St Apt. 97	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL silverwolfe10@gmail.com		PHONE cell 501-838-1847	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) David	LAST NAME Williams	STREET ADDRESS 1722 N. College 223 Fayetteville, AR 72703	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL d(w)f@de gmail.com		PHONE (479) 856-4884	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Geoffrey	LAST NAME Oelsner	STREET ADDRESS 1451 N. Canterbury Rd.	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL greenwaters@cox.net		PHONE (479) 521-2395	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Tim	LAST NAME Hudson	STREET ADDRESS 202 Ilia St	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE 587-0513	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Charlotte	LAST NAME Taylon	STREET ADDRESS 202 Ilia St	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE 587-0513	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Pattie	LAST NAME Williams	STREET ADDRESS 547 Gray	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL z.pattie@me.com		PHONE 479-443-2096	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

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FIRST NAME (PLEASE PRINT) FAYE	LAST NAME ALTER	STREET ADDRESS 3030 N. GULLEY RD	CITY FAYETTEVILLE	STATE AR	ZIP 72703
E-MAIL		PHONE 479-841-1877	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) CATHY	LAST NAME BASS	STREET ADDRESS 327 W. Meadow	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL cbass88437@wx.net		PHONE 479-443-4370	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) MARCY	LAST NAME BENHAM	STREET ADDRESS 203 W. OKLAHOMA WAY	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL M.L.BENHAM@SBCGLOBAL.NET		PHONE 479.790.0398	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Wendy	LAST NAME Dunn	STREET ADDRESS 3251 Summer Shade	CITY Fay	STATE AR	ZIP 72703
E-MAIL Wendy.Dunn@SBCGLOBAL.NET		PHONE wendydunnphotography@gmail.com 479 601 5837	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) WILLIAM	LAST NAME BROWNER	STREET ADDRESS 203 E. SPRING ST.	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL		PHONE 479-973-3701	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Brinn	LAST NAME Helly	STREET ADDRESS 2113 Loren Cir	CITY Fay	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) James	LAST NAME Van Horn	STREET ADDRESS 941 N. Blazing Star Dr	CITY Fayetteville	STATE Ar	ZIP 72704
E-MAIL jim@vanhorns.com		PHONE 479-790-6513	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Nicole	LAST NAME Green	STREET ADDRESS 1010 N. Molly Ct	CITY Fayetteville	STATE Ar	ZIP 72701
E-MAIL nicole-r-green@yahoo.com		PHONE 361-790-6000	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Rae	LAST NAME Brown	STREET ADDRESS 1010 N Molly Ct	CITY Fayetteville	STATE Ar	ZIP 72701
E-MAIL Rae.Brown.84@gmail.com		PHONE 501-815-4362	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) PATRICK	LAST NAME KINNAMON	STREET ADDRESS 1375 N. OAKLAND AVE #3	CITY FAY	STATE AR	ZIP 72703
E-MAIL PKINNAMON@GMAIL		PHONE 214 717 2479	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) MARY K.	LAST NAME BENTON	STREET ADDRESS #3 1309 S. WASHINGTON	CITY FAY	STATE AR	ZIP 72701
E-MAIL landbryke@gmail.com		PHONE 501-551-2114	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) GEORGIA	LAST NAME LAWCE	STREET ADDRESS 1309 So. WASH #3	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL georgia.lance@yahoo.com		PHONE 479-409-1948	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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Directly affected

FIRST NAME (PLEASE PRINT) <i>Sandra</i>	LAST NAME <i>Edwards</i>	STREET ADDRESS <i>964 E Arlington Terrace</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>sandy.edwards@</i>		PHONE <i>479-957-5703</i>	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Dian</i>	LAST NAME <i>Williams</i>	STREET ADDRESS <i>1901 S. Pumpkin Ridge Dr</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>revdian@gmail.com</i>		PHONE <i>832-754-1791</i>	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Edwin</i>	LAST NAME <i>Williams</i>	STREET ADDRESS <i>1901 S. Pumpkin Ridge Dr</i>	CITY <i>FAYETTEVILLE</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>REVED1@cox.net</i>		PHONE <i>832-567-4721</i>	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>NANCY</i>	LAST NAME <i>HARRIS</i>	STREET ADDRESS <i>912 Elmhurst</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>nanghar@gmail.com</i>		PHONE <i>479-799-7596</i>	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Christy</i>	LAST NAME <i>Pollock</i>	STREET ADDRESS <i>114 N. Valley View Dr</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>CKP4211@gmail.com</i>		PHONE <i>479 571 2550</i>	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>NANCY</i>	LAST NAME <i>KAHANAK</i>	STREET ADDRESS <i>952 S. Washington</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>nananak.27@gmail.com</i>		PHONE <i>479 935-5013</i>	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) Jamie	LAST NAME Van Horn	STREET ADDRESS 941 N. Blazing Star Dr	CITY Fayetteville	STATE Ar	ZIP 72704
E-MAIL jamie@jamieranae.com		PHONE 479 790 6513	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) DAVID	LAST NAME Williams	STREET ADDRESS 347 NORTH GRAY AVE	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL d3williams@sbcglobal.net		PHONE 443-2096	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) EmSae	LAST NAME Manning	STREET ADDRESS 2736 N. Valencia	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL emanning@NWAEquality.org		PHONE 479-387-4798	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) CHARLIE	LAST NAME WATSON	STREET ADDRESS 11 E. DAVIDSON ST	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL C2watt@gmail.com		PHONE 479-466-7598	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Cathy	LAST NAME Campbell	STREET ADDRESS 1744 N. Walnut Ave.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL cathyc5403@hotmail.com		PHONE 479-236-7676	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

6/26 FFC meeting St Ann

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FIRST NAME (PLEASE PRINT) Geoffrey	LAST NAME Celsner	STREET ADDRESS 1451 N. Canterbury Rd.	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL greenwaters3@cox.net		PHONE 479-521-2395	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Lena	LAST NAME Harrison	STREET ADDRESS 2729 N. Villa Blvd.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL lenamurfin@gmail.com		PHONE 479-685-5606	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) SPENCER	LAST NAME HASTINGS	STREET ADDRESS 6010 REAGAN ST	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL SHASTING1888@GMAIL.COM		PHONE 479-650-3487	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Susan	LAST NAME Chambers	STREET ADDRESS 42 Marvel	CITY Farmington	STATE AR	ZIP 72730
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Jammie	LAST NAME Hayes	STREET ADDRESS 42 Marvel	CITY Farmington	STATE AR	ZIP 72730
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) JUSTIN	LAST NAME PURKE	STREET ADDRESS 827 E. TOWNSHIP ST	CITY FAYETTEVILLE	STATE AR	ZIP 72703
E-MAIL		PHONE 827	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) _____	LAST NAME _____	STREET ADDRESS _____	CITY _____	STATE _____	ZIP _____
E-MAIL _____	PHONE _____		☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Lena	LAST NAME Reagan	STREET ADDRESS 326 E Prospect	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL lena.reagan58@gmail.com	PHONE 479-287-6847		☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Lowell	LAST NAME Grisham	STREET ADDRESS 310 N. Washington Ave	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL lowell@stpaulsfay.org	PHONE 479-387-1972		☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) CAROL	LAST NAME GAETJENS	STREET ADDRESS 1232 S. Admiral Unit 2	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL gaetjens3@gmail.com	PHONE 479 249-6930		☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Frances	LAST NAME Smith	STREET ADDRESS 14870 E Hwy 264 L	CITY Lowell	STATE AR	ZIP 72745
E-MAIL	PHONE 479-263-8715		☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Saman	LAST NAME Smith	STREET ADDRESS 2246 Hidden lake st.	CITY Springdale	STATE AR	ZIP 72762
E-MAIL Ssmith@vank.edu	PHONE 479-895-2049		☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER

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FIRST NAME (PLEASE PRINT) Euse	LAST NAME Burt	STREET ADDRESS 999 N. Applebury Dr.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL ekburt@aol.com		PHONE 479-469-6038	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Kristina	LAST NAME Andatola	STREET ADDRESS 4782 W. Dover St.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL Kristina@7hillscenter.org		PHONE (479) 422-1757	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) MELDY	LAST NAME KORCHET-BAB	STREET ADDRESS 1863 E. Hardd	CITY Fike	STATE AR	ZIP 72703
E-MAIL Korchfam@cox.net		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Diana Sue	LAST NAME GARLAND Williams	STREET ADDRESS 1039 S. River Meadows Dr.	CITY F-ville	STATE AR	ZIP 72701
E-MAIL sgarland153@gmail.com		PHONE 281-636-0873	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Tian	LAST NAME Ran	STREET ADDRESS 1493 N. Timberline Dr.	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL rantiankat@gmail.com		PHONE 360-334-1652	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Christy	LAST NAME Ralph	STREET ADDRESS 504 Betty St	CITY Springdale	STATE AR	ZIP 72762
E-MAIL christyralph@me.com		PHONE 479-530-1631	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) Sarah	LAST NAME Simers	STREET ADDRESS 15 W. Prospect St. Apt. A7	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) TIMOTHY	LAST NAME McGINN	STREET ADDRESS 2183 E. WOLF CREEK DR	CITY FAYETTEVILLE	STATE AR	ZIP 72703
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Kelly	LAST NAME Howell	STREET ADDRESS 4560 W Prospects t	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL 89 Tan faulstts@yahoo.com		PHONE (479) 544-0378	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Samantha	LAST NAME Lucas	STREET ADDRESS 1976 E Spence Lk 8	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER

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FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) Derrick	LAST NAME Harrison	STREET ADDRESS 2729 N. Villa Blvd.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL deck8e7@yahoo.com		PHONE 501-472-8752	☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Hannah	LAST NAME Golden	STREET ADDRESS 2602 Rosewood Dr.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL hmarie1578@gmail.com		PHONE 479 387 4925	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Susan	LAST NAME Marren	STREET ADDRESS 2183 Wolf Creek Dr.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL smarren@uark.edu		PHONE 479-521-8344	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER

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FIRST NAME (PLEASE PRINT) David	LAST NAME Burt	STREET ADDRESS 999 N. Appleburg Dr	CITY Fayetteville	STATE AR	ZIP 72702
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Melissa	LAST NAME Guthrie	STREET ADDRESS 1525 E Cortland	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Roswitha	LAST NAME Collins	STREET ADDRESS 115 W Village Lake Dr Apt. 7	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL roswitha49@yahoo.com		PHONE 479-281-1418	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Cory	LAST NAME Dye	STREET ADDRESS 4655 Sangster	CITY Fay	STATE AR	ZIP 72704
E-MAIL cdye@earthlink.net		PHONE 459-0423	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Lior	LAST NAME Alec Black	STREET ADDRESS 1750 W. 3rd St Corp #12	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL —		PHONE 479-283-8196 NO TEXTS	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Jared	LAST NAME Faust	STREET ADDRESS 1966 Holly St	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL —		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) SARAH	LAST NAME CRAIG	STREET ADDRESS 700 W Cleveland St Apt 6	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL s.e.craig@att.net		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Amanda Smith	LAST NAME Smith	STREET ADDRESS 1108 W. Cato Springs	CITY Fay	STATE AR	ZIP 72701
E-MAIL amandasmith6322@gmail		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Amanda	LAST NAME Ward	STREET ADDRESS 1108 W. Cato Springs	CITY Fay	STATE AR	ZIP 72701
E-MAIL amandamamandasw@gmail.com		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Jeremy	LAST NAME Chism	STREET ADDRESS 540 Frisco	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL www.jbclars@yahoo.com		PHONE 478 466-6434	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Zak	LAST NAME Tamijani	STREET ADDRESS 520 S Duncan	CITY Fay	STATE AR	ZIP 72701
E-MAIL Z.Tamijan@uark.edu		PHONE 281-785-1721	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Rebecca	LAST NAME Atwood	STREET ADDRESS 556 Oxen Ln.	CITY West Fork	STATE AR	ZIP 72774
E-MAIL		PHONE 479-445-4680	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

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FAYETTEVILLE
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FIRST NAME (PLEASE PRINT) Deepa	LAST NAME Patel	STREET ADDRESS 1234 Steendooel Dr.	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL		PHONE (501) 944-9978	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
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FIRST NAME (PLEASE PRINT) Cal	LAST NAME Moritz	STREET ADDRESS 9115 Ledrite dr	CITY Little Rock	STATE AR	ZIP 72227
E-MAIL kh-cal@Yahoo.com		PHONE (501) 944-6115	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
FIRST NAME (PLEASE PRINT) Scott	LAST NAME Edwards	STREET ADDRESS 1709 N. VIEWPOINT DR	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL scotbe2@gmail.com		PHONE 479 601-6580	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
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FIRST NAME (PLEASE PRINT) Dion	LAST NAME Daher	STREET ADDRESS 101 E. Alice St.	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL Duthee30w@com		PHONE (312) 659-0694	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) John McClay	LAST NAME McClay	STREET ADDRESS 1660 W. Maple	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL jbmaj83@gmail.com		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
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FIRST NAME (PLEASE PRINT) Zachary	LAST NAME Larson	STREET ADDRESS 1263 W. Mt. Comfort	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL zlarson@uark.edu		PHONE 479-799-2664	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Emma	LAST NAME Badgley	STREET ADDRESS 2425 Locust Ave.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Kevin	LAST NAME Bethke	STREET ADDRESS 134 W. Cleburn	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Susan	LAST NAME Bethke	STREET ADDRESS 134 W. Cleburn St	CITY Fayetteville	STATE Ar	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Sophie	LAST NAME Bethke	STREET ADDRESS 134 W. Cleburn St.	CITY Fayetteville	STATE Ar	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Travis	LAST NAME Edwards	STREET ADDRESS 3114 Anne St	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) Stephanie	LAST NAME Fox	STREET ADDRESS 840 W Kelley St	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL s.alicefox@gmail.com		PHONE 479-595-3018	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Lindsey	LAST NAME Stotts	STREET ADDRESS 840 W Kelley St	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL lestotts@gmail.com		PHONE 479-595-9449	☒ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Hassan II	LAST NAME Huntly	STREET ADDRESS 204 E Baxter LN	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL hassanahuntley@gmail.com		PHONE 479-304-8381	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
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FIRST NAME (PLEASE PRINT) Matthew	LAST NAME Petty	STREET ADDRESS 226 E Prospect St	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL citycouncil@matthewpetty.org		PHONE 479-595-8703	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Stephen	LAST NAME Smith	STREET ADDRESS 340 N 211st St	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL libertas479@gmail.com		PHONE 479.409.7842	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Carol	LAST NAME Christoffel	STREET ADDRESS 1510 E Overcrest St	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL cchrist@cox.net		PHONE 479-466-9350	☐ I WANT TO VOLUNTEER maybe	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Katelyn	LAST NAME Bartow	STREET ADDRESS 1390 W. Wedington Dr #7	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL Katelynbartow@gmail.com		PHONE 479-283-1616	☐ I WANT TO VOLUNTEER maybe	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Phyllis	LAST NAME Rensier	STREET ADDRESS 464 So. Buchanan	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL healthartschiro@sbcglobal.net		PHONE 479 521-7868	☐ I WANT TO VOLUNTEER ?	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

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6/26 FFC Meets Stalls



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FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Christina	Catsavis	2887 N Pyrite Dr	Fayetteville	AR	72704
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
ChristinaCatsavis@gmail.com		(479) 420-4581			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
April	Foster	2915 A Adrian Ave	Springdale	AR	72764
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
AprilWF24@yahoo.com		479 966-6712			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Haley	Zega	1532 E. Columbus Blvd	Fayetteville	AR	72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
haley.zega@gmail.com		(479) 387-8658			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
Zachary	Stolz	661 W. Leverett, Apt. 18	Fayetteville	AR	72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
zstolz@uark.edu		479-251-0611			
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER ☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER		
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FIRST NAME (PLEASE PRINT) <i>Shawn</i>	LAST NAME <i>Thompson</i>	STREET ADDRESS <i>458 W Bel Air</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72703</i>
E-MAIL <i>thecolorbloo@gmail.com</i>		PHONE <i>474-215-7835</i>	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
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FIRST NAME (PLEASE PRINT) Ryley	LAST NAME McMurry	STREET ADDRESS 914 S Belkmore Dr	CITY Fayetteville	STATE AR	ZIP 72201
E-MAIL ryleymcmurry@rocketmail.com		PHONE 972-712-0191	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Shane	LAST NAME Adams	STREET ADDRESS 1109 Anderson St	CITY Warrenburg	STATE MO	ZIP 64093
E-MAIL slat77980a@ummo.edu		PHONE 417-389-6779	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Alexandra	LAST NAME Pingel	STREET ADDRESS 2100 N. Levenett	CITY Fay	STATE AR	ZIP 72703
E-MAIL too drunk		PHONE 479-586-7417	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Kahnya	LAST NAME Vaughn	STREET ADDRESS 15098 Meadow Springs	CITY Garfield	STATE AR	ZIP 72732
E-MAIL kahnyrvaughn@gmail.com		PHONE	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Megan	LAST NAME Montoya	STREET ADDRESS None	CITY Huntsville	STATE AR	ZIP 72773
E-MAIL		PHONE 661 246 9072	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Erin	LAST NAME Finnett	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL finnett.erin@yahoo.com		PHONE 479-957-8239	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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fairness coalition

I support the City of Fayetteville in passing a citywide Anti - Discrimination Ordinance to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on real or perceived race, color, ethnicity, national origin, age, sex, gender identity, gender expression, religion, sexual orientation, disability, marital or family status and veteran status. I support an ADO that ensures every Fayettevillian has equal access to employment, housing and public accommodations.

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FIRST NAME (PLEASE PRINT) Kenny	LAST NAME Chaffee	STREET ADDRESS 18945 S Lincoln Dock Hills	CITY	STATE	ZIP
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FIRST NAME (PLEASE PRINT) Jose	LAST NAME HUTCHINSON	STREET ADDRESS 234 HIGH ST	CITY FORT SMITH	STATE AR	ZIP 72904
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FIRST NAME (PLEASE PRINT) Earl	LAST NAME Hill	STREET ADDRESS 1551 N. Leverett	CITY Fayetteville	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Jensi	LAST NAME Chumaja	STREET ADDRESS 624 Ane Ave	CITY Lowell	STATE AR	ZIP 72745
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FIRST NAME (PLEASE PRINT) Enik	LAST NAME Trujillo	STREET ADDRESS 72719 (479) 715-7956	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Rachel	LAST NAME Van Vlymen	STREET ADDRESS 974 W Hughes	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Brandi	LAST NAME Odom	STREET ADDRESS 3577 State Park Oak #4	CITY Fayetteville	STATE AR	ZIP 72705
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FIRST NAME (PLEASE PRINT) Lourdes	LAST NAME Yanez	STREET ADDRESS 3434 W. Buckeye St	CITY Fayetteville	STATE AR	ZIP 72704
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FIRST NAME (PLEASE PRINT) Cassandra	LAST NAME Conley	STREET ADDRESS 4254 NE Meadow Creek Cir. #303	CITY Fayetteville	STATE AR	ZIP 72703
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E-MAIL		PHONE 870-350-2317	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Jamie	LAST NAME Rodriguez	STREET ADDRESS —	CITY Springdale	STATE AR	ZIP 7
E-MAIL		PHONE 479-799-8118	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Janne	LAST NAME Rodriguez	STREET ADDRESS 21 M Bee St.	CITY West Fork	STATE AR	ZIP 72774
E-MAIL —		PHONE 799-8079	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) MARCUS W	LAST NAME White	STREET ADDRESS 471-420-3929	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL		PHONE	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) NATHANIEL	LAST NAME MORRISON	STREET ADDRESS 411 Sorensen Dr	CITY Centerlon	STATE AR	ZIP 72719
E-MAIL		PHONE 479-685-0921	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) Jeremx	LAST NAME Mormis	STREET ADDRESS 1621 E Bowen Blvd	CITY Fayetteville	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Samantha	LAST NAME Nartha	STREET ADDRESS 401 W 24th St Apt 49	CITY Fay	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) JABBITHA	LAST NAME BAILEY	STREET ADDRESS 222 RIVENDALE DR.	CITY WEST FORK	STATE AR	ZIP 72774
E-MAIL Cana.		PHONE	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Morces	LAST NAME Felsons	STREET ADDRESS 1800 Eton	CITY Fayetteville	STATE AR	ZIP 72703
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FAYETTEVILLE
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FIRST NAME (PLEASE PRINT) Erik	LAST NAME Rowell	STREET ADDRESS 115 E Rock St.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Bree	LAST NAME Stelton	STREET ADDRESS 13121 Butler Road	CITY Prairie Grove	STATE Ar	ZIP 72753
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FIRST NAME (PLEASE PRINT) Marilyn	LAST NAME Apilar	STREET ADDRESS 700 Pennington St.	CITY Lowell	STATE AR	ZIP 72745
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E-MAIL		PHONE	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
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FIRST NAME (PLEASE PRINT) James	LAST NAME Stayton	STREET ADDRESS 2672 N. Stagecoach	CITY Fayetteville	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Cori	LAST NAME Lindsey	STREET ADDRESS 4049 n. Johnell rd	CITY Springdale	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Anoush	LAST NAME Luangthay	STREET ADDRESS 702 Andy Street	CITY Springdale	STATE AR	ZIP 72762
E-MAIL aluangla@gmail		PHONE 479 799 1991	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Annie	LAST NAME Gibbons	STREET ADDRESS	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Braulio	LAST NAME Cardenas	STREET ADDRESS 750 S. 4th St.	CITY Springdale	STATE AR	ZIP 72762
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Breanna	LAST NAME Josola-Macko	STREET ADDRESS 750 S 40th St	CITY Springdale	STATE AR	ZIP 72762
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FIRST NAME (PLEASE PRINT) ANDREW	LAST NAME Bolinger	STREET ADDRESS 750 S. 40th St.	CITY Springdale	STATE AR	ZIP 72762
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FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

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FAYETTEVILLE
farmers coalition

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FIRST NAME (PLEASE PRINT) Kate	LAST NAME Castleberry	STREET ADDRESS 29 S. Napier Ave	CITY Fay	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Jinger	LAST NAME Brown	STREET ADDRESS 1672 Cotswold Drive NE	CITY Atlanta	STATE GA	ZIP 30319
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FIRST NAME (PLEASE PRINT) Winona	LAST NAME Loyd	STREET ADDRESS 474 N. Coral Canyon	CITY Fayetteville	STATE AR	ZIP 72704
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FIRST NAME (PLEASE PRINT) Cynthia	LAST NAME Hrdlichka	STREET ADDRESS 355 N Washington	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) John	LAST NAME O'Berger	STREET ADDRESS 320 Barton Ave	CITY Fay	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Robin	LAST NAME Starr	STREET ADDRESS 320 Barton Ave	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL —		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) SUSAN	LAST NAME JARVIS	STREET ADDRESS 1004 COMPANY	CITY FAY	STATE AR	ZIP 72701-3607
E-MAIL —		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Jay	LAST NAME Bowman	STREET ADDRESS 2120 W. Washington	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL jaybird 6588@gmail.com		PHONE 4799667202	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) JAMES	LAST NAME ROUGHTON	STREET ADDRESS 1599 S. TALLY HO DR	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL jmroughton@gmail.com		PHONE 479-276-1507	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Lindsey	LAST NAME Marson	STREET ADDRESS 3804 W. Mahogany	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL jamleminds02@gmail.com		PHONE 479-421-4210	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Blake	LAST NAME clark	STREET ADDRESS 305 Quant Ave.	CITY Springdale	STATE AR.	ZIP 72764
E-MAIL blakeclark49@hotmail.com		PHONE 479-751-8323	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) FRANCES	LAST NAME GALLAGHER	STREET ADDRESS 5402 W Persimmon	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL fraggallagher@yahoo.com		PHONE 479-236-9970	☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Adriana	LAST NAME Korbas	STREET ADDRESS 774 S. Cherry	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL adkphotography9@gmail.com		PHONE 617-657-9937	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Robin	LAST NAME SILVERS	STREET ADDRESS 4128 Courtney Rd	CITY MTA HOME	STATE AR	ZIP 72653
E-MAIL RJSILVERS@SUDENLIAN.NET		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) EnnETT MARTIN	LAST NAME MARTIN	STREET ADDRESS 549 N. Scottsdale Dr #9	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL Lionarts@Yahoo		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Elise	LAST NAME Burt	STREET ADDRESS 999 N. Applebury Dr.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL ekburt@aol.com		PHONE 479-409-6038	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Becky Shoemaker	LAST NAME Lingelbach	STREET ADDRESS 632 E Edna	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL blingel@att.net		PHONE 479 582-3673	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Anne	LAST NAME Dowling	STREET ADDRESS 76 W. Davidson	CITY Fay	STATE AR	ZIP 72701
E-MAIL amndowling@gmail.com		PHONE 479-445-6025	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Connie West	LAST NAME	STREET ADDRESS PO Box 390	CITY Greenland	STATE AR	ZIP
E-MAIL cswest18@hotmail.com		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Kent	LAST NAME Walters	STREET ADDRESS ↓	CITY ↓	STATE	ZIP
E-MAIL ↓		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) Amanda	LAST NAME Harris	STREET ADDRESS 2391 N. Abbott Ln. 2	CITY Fayetteville	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Janine	LAST NAME Tiner	STREET ADDRESS 3621 N. Magnolia St.	CITY NLR	STATE AR	ZIP 72116
E-MAIL janinetiner@shcglobal.net		PHONE (501) 758-6563	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Matthew	LAST NAME McCoy	STREET ADDRESS 512 Highland Rd	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL msmccoy@uark.edu		PHONE (501) 690 5667	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Sara	LAST NAME Simp	STREET ADDRESS 512 Highland	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Sara	LAST NAME Kodikova	STREET ADDRESS 110 N Harmon Ave #11	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL skodikova@uark.edu		PHONE 479 790-0915	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Julie	LAST NAME Brown	STREET ADDRESS PO Box 888	CITY DeQueen	STATE AR	ZIP 71852
E-MAIL brownjulie4170@yahoo.com		PHONE 870-278-4001	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER



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FIRST NAME (PLEASE PRINT) James	LAST NAME BARBER	STREET ADDRESS 4252 N. Zion Valley	CITY FAYETTEVILLE	STATE AR	ZIP 72703
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FIRST NAME (PLEASE PRINT) Stacey	LAST NAME LANE	STREET ADDRESS 4391 W. Trillium Ln	CITY Fayetteville	STATE AR	ZIP 72704
E-MAIL slane@select-staff.com		PHONE 479-4166-3306	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Sean	LAST NAME Connors	STREET ADDRESS 4048 N. Cadillac Dr. #12	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL Sconnors@uark.edu		PHONE (479) 435-4827	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) John	LAST NAME Shaw	STREET ADDRESS 235 E Cleburn St	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL john.burnham-shaw@gmail.com		PHONE 979-583-6869	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Karette	LAST NAME Fowler	STREET ADDRESS 11669 Pasatiempo Dr	CITY Springdale	STATE AR	ZIP 72703
E-MAIL Karette@fowler@gmail.com		PHONE 501 499 5379	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) James	LAST NAME Fowler	STREET ADDRESS 11669 Pasatiempo Dr.	CITY Springdale	STATE AR	ZIP 72703
E-MAIL jamesfowler@gmail.com		PHONE 501 499 5369	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) Debrah	LAST NAME Hunter	STREET ADDRESS 658	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL debhunter65@yahoo.com		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Melanie	LAST NAME Hickman	STREET ADDRESS 16 W. Center St.	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Christina	LAST NAME Reed	STREET ADDRESS 1113 Cheyenne Tr.	CITY Springdale	STATE AR	ZIP 72762
E-MAIL ChristinaReed@Trans.Com		PHONE 479-249-0594	☒ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Erny	LAST NAME Cleveland-Acklin	STREET ADDRESS 1232 N. Garland	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL ecleveland@gmail.com		PHONE (314)7189686	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) MARIAN	LAST NAME KUNETKA	STREET ADDRESS 706 S. College Ave	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) JAMES	LAST NAME DUREKA	STREET ADDRESS 19 W. Pike St.	CITY FAYETTEVILLE	STATE AR	ZIP 72701
E-MAIL tdureka@gmail.com		PHONE 479-442-1783	☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER

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FIRST NAME (PLEASE PRINT) Christina	LAST NAME Dillon	STREET ADDRESS 1923 W. Ora	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE 479-466-4211	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Pat	LAST NAME Hennon	STREET ADDRESS 440 S Willow Ave	CITY FAYETTEVILLE	STATE AR	ZIP 72727
E-MAIL		PHONE (479) 443-9564	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Anthony	LAST NAME Wappel	STREET ADDRESS 11 E Santa St.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) DAN	LAST NAME SETO	STREET ADDRESS Fayetteville	CITY Fayetteville	STATE	ZIP 72701
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) CHUCK	LAST NAME CRAIN	STREET ADDRESS 2120 W. Wedington Ave	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE (479) 966-7566	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) TOD	LAST NAME YESLOW	STREET ADDRESS 424 NORTH WILLOW AVE	CITY FAYETTEVILLE	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Jenny	LAST NAME Post	STREET ADDRESS 44 E. Cleborn	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) ASHAN	LAST NAME JAVIS	STREET ADDRESS 1405 CLAYTON ST	CITY SPRINGDALE	STATE AR	ZIP 72762
E-MAIL		PHONE 479-422-6121	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Brodey	LAST NAME Parson	STREET ADDRESS Blackberry Ln.	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL		PHONE 479-276-2715	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Aurelian	LAST NAME Sennett	STREET ADDRESS 345 Rocky Branch Ave.	CITY Springdale	STATE AR	ZIP 72764
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FIRST NAME (PLEASE PRINT) STAN	LAST NAME BOND	STREET ADDRESS 2356-1 W. RIVERTHILLS DR	CITY TYL	STATE AR	ZIP 72704
E-MAIL BONDSTANBOND@gmail.com		PHONE 479-444-6921	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) <i>Dwight</i>	LAST NAME <i>Williams</i>	STREET ADDRESS <i>547 Gray</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>d3williams@sbcglobal.net</i>		PHONE <i>479-443-2096</i>	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Soul Maxims</i>	LAST NAME	STREET ADDRESS <i>230 W. Center</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>zipattie@me.com</i>		PHONE <i>479-530-7976</i>	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Phyllis</i>	LAST NAME <i>Bengier</i>	STREET ADDRESS <i>464 So. Buchanan</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>healingartschiro@sbcglobal.net</i>		PHONE <i>479 466-9368</i>	☒ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>CHARLIE</i>	LAST NAME <i>WATSON</i>	STREET ADDRESS <i>11 E. DAVIDSON ST.</i>	CITY <i>FAYETTEVILLE</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>c2watt@gmail.com</i>		PHONE <i>479-466-7590</i>	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>Camille</i>	LAST NAME <i>Wallace</i>	STREET ADDRESS <i>701 W Sycamore #71</i>	CITY <i>Fayetteville</i>	STATE <i>AR</i>	ZIP <i>72703</i>
E-MAIL <i>Camille richoux@gmail.com</i>		PHONE <i>870 818 8630</i>	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) <i>ANNE</i>	LAST NAME <i>SHAW</i>	STREET ADDRESS <i>714 S. CHERRY LN.</i>	CITY <i>FAY.</i>	STATE <i>AR</i>	ZIP <i>72701</i>
E-MAIL <i>ANNE@NWPLATECRISIS.ORG</i>		PHONE <i>479 283 4920</i>	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

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FIRST NAME (PLEASE PRINT) RUTH	LAST NAME WILSON	STREET ADDRESS 1407 ROSEMONT	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL		PHONE 479-966-9370	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Lara	LAST NAME Hampton	STREET ADDRESS 920 N Everett #824	CITY Fville	STATE AR	ZIP 72703
E-MAIL lara		PHONE 479 595 5316	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Danielle	LAST NAME Stoddard	STREET ADDRESS 122 N Aqua Crossing Apt 9	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL ncoddani@outlook.com		PHONE 479-879-0023	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Haley	LAST NAME Smith	STREET ADDRESS 4641 West Hill Rd	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Paul	LAST NAME Roth	STREET ADDRESS 614 N. Segway Dr	CITY Fay	STATE AR	ZIP 72701
E-MAIL profcr@sbcglobal.net		PHONE 263 - 1871	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Jan	LAST NAME Brown	STREET ADDRESS 305 Quandt Ave	CITY Springdale	STATE AR	ZIP 72764
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FIRST NAME (PLEASE PRINT) Valerie	LAST NAME Wonsower	STREET ADDRESS 2149 Emma Ave.	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Lora	LAST NAME Walsh	STREET ADDRESS 224 S Church Ave	CITY Fayetteville	STATE AR	ZIP 72701
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FIRST NAME (PLEASE PRINT) Christine	LAST NAME Rearick	STREET ADDRESS 627 Chantel Ave S	CITY Springdale	STATE AR	ZIP 72764
E-MAIL cmrearick@hotmail.com		PHONE 479 2830138	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Brian	LAST NAME Rearick	STREET ADDRESS 627 Chantel Ave	CITY Springdale	STATE AR	ZIP 72764
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	



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FIRST NAME (PLEASE PRINT) James	LAST NAME Grimwood	STREET ADDRESS 2134 Polk Dr	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL		PHONE (479) 200-7048	☐ I WANT TO VOLUNTEER		☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) George	LAST NAME Grayson	STREET ADDRESS 3256 Kings Cross	CITY Fayetteville	STATE AR	ZIP 72703
E-MAIL		PHONE 831 392.6910	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Vicky	LAST NAME Soung	STREET ADDRESS 10200 S. Old Cincinnati Rd	CITY Lincoln	STATE AR	ZIP 72744
E-MAIL —		PHONE —	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
FIRST NAME (PLEASE PRINT) Don	LAST NAME Austin	STREET ADDRESS 15995 Hamstring Cr. Rd	CITY Fayetteville	STATE AR	ZIP 72704
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FIRST NAME (PLEASE PRINT) Betty	LAST NAME Broughton	STREET ADDRESS 1599 S Tally Ho Dr	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL jnbroughton@gmail.com		PHONE 479-287-2165	☐ I WANT TO VOLUNTEER		☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER
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FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
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FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

**This list will be shared with Fayetteville City Aldermen and Fayetteville Fairness Coalition partners.



FAYETTEVILLE
fairness coalition

I support the City of Fayetteville in passing a citywide Anti - Discrimination Ordinance to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on real or perceived race, color, ethnicity, national origin, age, sex, gender identity, gender expression, religion, sexual orientation, disability, marital or family status and veteran status. I support an ADO that ensures every Fayettevillian has equal access to employment, housing and public accommodations.

FIRST NAME (PLEASE PRINT) Erika	LAST NAME Butler	STREET ADDRESS 1920 Dorai Dr	CITY Fayetteville	STATE Ar	ZIP 72701
E-MAIL erika@butler1@gmail.com		PHONE 870-405-9790	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Andrea	LAST NAME Love	STREET ADDRESS 300 Hill Ave	CITY Fayetteville	STATE AR	ZIP 72501
E-MAIL andrealove@gmail.com		PHONE 479-957-1347	☐ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT) Laura	LAST NAME Neumann	STREET ADDRESS 1764 N Leverett Ave	CITY Fayetteville	STATE AR	ZIP 72701
E-MAIL lauran.elise@gmail.com		PHONE 501-941-4949	☒ I WANT TO VOLUNTEER	☒ I WILL SPEAK TO MY CITY COUNCIL MEMBER sarah	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	
FIRST NAME (PLEASE PRINT)	LAST NAME	STREET ADDRESS	CITY	STATE	ZIP
E-MAIL		PHONE	☐ I WANT TO VOLUNTEER	☐ I WILL SPEAK TO MY CITY COUNCIL MEMBER	

**This list will be shared with Fayetteville City Aldermen and Fayetteville Fairness Coalition partners.

*Handed out at the City Council meeting
8-19-14*

CONTRACT

Comes now on this _____ day of August, 2014, the City of Fayetteville and the Fayetteville Natural Heritage Association, Inc. which agree as follows:

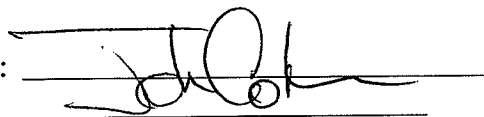
- The Fayetteville Natural Heritage Association, Inc. is a nonprofit corporation which seeks to preserve beautiful and important natural areas and parkland in and near Fayetteville, Arkansas.
- The City of Fayetteville and the Fayetteville Natural Heritage Association, Inc. have worked cooperatively over the last several years in joint projects to preserve the Mount Sequoyah Woods, the Brooks-Hummel natural area, and most recently the Mt. Kessler Preserve.
- In order to encourage, enable and assist the City of Fayetteville to meet the acquisition costs of about 10 acres of open space owned by Mary L. Dunn, the Fayetteville Natural Heritage Association, Inc. pledges to raise One Hundred and Thirty Thousand Dollars (\$130,000.00) by January 1, 2017 and pay this amount to the City as the last portion of the costs of this million dollar acquisition.
- The City of Fayetteville agrees that because of this promise by the Fayetteville Natural Heritage Association, Inc., it will purchase the Mary L. Dunn property at a price that is \$130,000.00 more than the appraisal obtained by the City.

IN AGREEMENT WITH ALL TERMS, CONDITIONS AND PROMISES above, we sign below:

FAYETTEVILLE NATURAL
HERITAGE ASSOCIATION, INC.

CITY OF FAYETTEVILLE

By: _____



JOHN COLEMAN
CHAIRMAN

By: _____

MAYOR JORDAN

ATTEST:

Sondra E. Smith, City Clerk

PROCEDURE FOR ADDRESSING CITY COUNCIL

- At the podium, please state your name and address
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- Direct your comments to the Mayor
- Do not engage Council members or members of the public



If you wish to speak at tonight's City Council meeting, please sign in below so that the City Clerk's Office will have accurate information.

NAME	ADDRESS	CITY	TELEPHONE NUMBER
Stephanie Nichols	P.O. Box 1115	Donesburg, AR	(501) 288-2927
Duncan Campbell	2804 Rutledge	Fayetteville	479-502-6132
Wendy Campbell	2804 Rutledge	Fayetteville	479-301-1850
Laura Hampton	920 N. Levere H Ave #824 Fayetteville, AR 72701	Fville	479 595 5316
Janis Walters	401 W 24th St. Fayetteville AR	Fayetteville	501-838-1847
Amber Jones	5245 W. Wedington	Fayetteville	479-595-6877
Joseph Collins	1434 N. Linsford	Fayetteville	479-283-9314
Betty Martin	2825 E. Weston Pl. Fayetteville	Fayetteville	479-409-9422

PROCEDURE FOR ADDRESSING CITY COUNCIL



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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Pattie Williams	347 Gray	Fay	479-445-2096
David Williams	547 Gray	Fay	443-2096 479-443-2096
TERRY TURPIN	7445 White River Rdg	Fay.	479-236-8877
Jeremy Flanagan	1736 N. Cannondale	Fay	479-445-3132
PAUL PHANKEUF	95 N. AQUA CROSSING	FAY	401-744-5321
Mary V. Cochran	101 W. 4th St.	Fay	479-575-9302
Laura Phillips	2555 S. Colne	Fay	479-409-0035
HOUSTON HUGHES	888 W LAWSON ST, IG	FAYETTEVILLE	901-483-0884

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Linda Burnett	805 Sunset Dr.	Fayetteville	479-841-5577
Nick Crump	578 N Scottsdale	Fayetteville	479-925-8322
Greg Jones	5245 W. Weddington	Fayetteville	
John Burnett	4597 E. Davis	Fayetteville	479-841-9074
Randy Alexander	759 Buckhead Rep part of Fayetteville	Springdale	479-283-5531
Terry Forsyth	2731 Hwy 23 Conks AR 72721		
Michael Andrews	925 N Meadowlands Dr Fayetteville	Fayetteville	479 530 3606
Dustin House	925 N. Meadowlands Dr. Fay. AR-72704	Fayetteville	479 691-7939

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
PETER TONNESSEN	3500 HARTSTONE DR	FAYETTEVILLE AR	719-338-7329
Pastor Paul Caldwell Lighthouse Baptist Church	778 South happy hollow Rd	Fayetteville AR	479-285-9049
Bob Ballinger	1757 Madison 7150 Hindsville, AR 72738	Hindsville, AR	870-350 5125
Petrol aka Christoffel Chris	1570 E. Overcrest Fay 72703	Fay AR	479-466-9350
Garry and Debra Jones	2113 BOX 498 westville, OK 74965		
Garry Jones	2113 BOX 498 westville OKLA 74965		
Bob WINKELMAN	2214 OLD WIRE ROAD	Fay, AR	479-443-1628
D'Andre Jones	1238 51 ST Ave	Fayetteville, AR	479-799-4569

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Justine Turnage	2130 N. Chestnut	Fayetteville	479-295-6185
Lisa Stuart	2130 N Chestnut Ave #9	Fayetteville	601-757-8151
Garin Chad Wiggler	101 W. 4th St.	Fayetteville	479-575-9302
Gwynne Gertz	1637 N. Plantation Ave.	Fayetteville	479-200-7323
Carol Johnson	Ark Fair Housing Commission	Little Rock	(501) 6213-7899
Rev. Abigail Lettinger	Lutheran Pastor	Fayetteville	815 988 5508
Katelyn Bartow	Wedington Dr	Fay	479-283-1616
David Embree	1910 N Janeway	Fay	479-684-9128

PROCECURE FOR ADDRESSING CITY COUNCIL



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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Travis Story	436 Milgap Rd	Fay	479 443 3700
JAY PARKER	432 N WASHINGTON	FAY	620 717 3790
Traei Hall	4183 Quicksilver Lane	SALE	479-672-0203
Douglas Falkner	20 E. Dickson St.	AR	479-442-2387
Lynn & Rebecca Loyd	106 N. Palmer	AR	479-409-7740
Brenda Hoyt	2777 W. White Oak	Fay	442-2222
Jim Newberry	1658 N. Willowbrook Dr.	FAY	301-0457
Paul Caldwell	778 South happy hollow Rd	Fay	295-9089

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
REBECCA HEDGES	74 Yocum RD	ROGERS	479-685-5476
Michael Hollom	6355 E. Huntsville Rd	Fayetteville	479-530-2516
Haley Zego	1532 E. Columbus Blvd.	Fayetteville	479-387-8688
Michael Brown	1303 E. Joyce St.	Fayetteville	479-571-5400
Evan McDonald	1324 S. Washington Ave	Fayetteville	479-301-2458
Hannah Withers	218 W South St.	Fayetteville	479-287-4396
Michael Lempers	14307 Jasper Lacy Rd	Fayetteville	479-225-6423
Brittany Brinza	5775 Derrick Ln	Springdale	479-422-9145

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
MARGARET KONERT	102 East Elm	Fay 72703	479 466 716
JOSHUA MCFADDEN	4126 W. SON G BIRD	FAY. 72704	479-445-4873
Dale Manning	2736 N. Valencia	Fay. 72703	479-387-4798
CHARLIE WATSON	11 EAST DAVIDSON ST	FAY 72701	479-466-7598
Phyllis Rengier	464 Buchanan	Fay 72701	479 521-7868
Fernando Garcia	650 W. Adams	Fay 72701	417-825-8236
Shelley Buonaio	13866 Pin Oak Rd.	Fay 72704	479-445-6567
Allison Williams	134 S. Locust Ave.	Fay. 72701	479 442 2692

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Olivia Trimble	2311 S. Camron Circle	Fayetteville	479-445-7313
David Williams		Fayetteville	479 443 2096
Rev Lowell Gaskin		Fayetteville	479 387 1917
Anne Shelley		Fayetteville	
Phylis Reniger			
D'Andon Jones		Fayetteville	
Mircea Ricta		Fayetteville	
James Rector		Fayetteville	479 790-4235

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Josh Waters	3156 W Rockford Dr. #8	Fayetteville, Ark	870-761-8860
Anne Hanna Newell	41 E. 29th Circle	Fayetteville, Ark	443-4980
Catherine Kilgore	1690 N. Ramsey Ave.	Fayetteville, AR	479-409-2500
Vincent Xavier	8030 LACROIX RD Decatur, AR. 72722	Decatur A.	858-864-8712
Sonia Davis Gutierrez	127 E. Conner St.	Fayetteville AR	479-442-1443
EMILY SUZANNE PATTEN	2213 N TWELVE OAKY DR	FAYETTEVILLE	870-688-8791
JUSTIA FLETCHER	193 W 29th 29th Cant	FAYETTEVILLE	479-799-0131
TERESA TURK	1408 W. Cleveland St.	Fayetteville	206-713-2265

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Mike Clark	1732 N. Applebury Pl.	Fayetteville	501-492-9253
Erin Jenkins	2287 S Camron Cir	"	4099951
SASHA CAVAN	2020 N. Leverett Ave	Fayetteville	(540) 931-4538
Shawna Stone	1881 S. ———	Fayetteville	479-461-3839
Miraya Reith	1819 N. Hunters Ridge	"	479-871-2168
Donna Daniels	2128 Horn Cir	Fay	9578097
Sydney Pickle	1174 W. Cato Springs Rd.	Fayetteville	479-226-1760
Jordan IH	2501 W Megan	Fayetteville	479-684-8611

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Jon Gheen	685 N. Wilson	Fayetteville	(479) 571-2076
Sarah Gheen	"	"	"
Kathy Short	2128 W Loren	Fayetteville	479 (811-4086)
Lev Desmarais	1599 W. Halsell Rd	Fayetteville	214-415-2438
Rev Jim Parrish	2899 Hay Meadows Ave	Fayetteville	815-262-6999
Terrah Baker	2060 N. Chestnut Ave. Apt. 14	Fay	479 595 2874
Li Sacharoff	420 E. Rebecca	"	718 875-1217
Charlie Collins	3225 Piper Glen	Fay	479 283 9303

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
John Miller	1462 N. Dawn Dr.	Fayetteville	(479) 422-8401
Natasha Miller	1462 N. Dawn Dr.	Fayetteville	(479) 422-5401
Anthony McKeskle	730 W. Van Gogh	Fayetteville	(337) 402-689
JERRY BAYTON	524 N. SHADY AVE	Fay	479 8410782
John Treat	700 W. Cleveland St	Fay	501-322-1198
JoAnn Kramme	1982 Greenville	Fay	479-571-2362
Chris Haas	2786 E. Boardwalk Ct.	Fay	479-713-0070
Robyn Riggins	888 W. Lawson St.	Fay	479-236-7630

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Clay Morton	2919 Dorothy Lane	Fay	479 957 6566
Mason Hayes	4043 N. Caroline Drive #5	Fay	501 941 9588
Joe Fries	2518 N. STEFFIELD PL	FAY	479-422-0821
T. Phelan	1171 N. Maxwell	FAY	443-6525
Pat Mitchell	307 E. Sutton St.	Fay.	521-2668
Robert Lee	1774 Colby Circle	Springdale	200-6538
Larry Wolf	1652 HAMMOND ST	FAY	871-1110
Steve Fawcett	4746 Maple Gr.	FAY	927-9965

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Rep. David Whitaker	717 N. Lewis Ave.	Fayetteville	575-0349
Ally Kirkpatrick	3577 E. Madison Dr.	Fayetteville	251-8446
Robert Ruffin	6453 Dahlia King	Fayetteville	521-5709
Noah Meeks	1011 N Skyline Dr	Fayetteville	234-219-5145
Keema Wright	17259 Lake Sequoyah Rd Fayetteville, AR 72701	Fayetteville	790-8777
Caitlin Draper	2902 E. Skring Ct.	Fayetteville	214-620-5609
Rev. Leslie Borden	504 E. Lafayette St.	Fayetteville	479-466-1061
LEX4	150 S. Hill AVE	Fayetteville	407-929-6036

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Rachael Jensen	281 N. Platinum Dr	Fayetteville	817 999 4360
Emily Wells	288 S. Koen	FAY	479/443-2775
Penelope Starr-O'Banion	320 Barton Ave.	Fayetteville	(479) 466-5244
Lowell Grisham	310 N. Washington	Fay	479-582-9335
Mike Emery			
Mike Emery	2884 W. Wildwood	Fay	479-935-0488
Miraya Peith	1819 N. Hunters Ridge	Fay	479-871-2168
Eulalia Griffith	2056 N. Chestnut Apt 10	Fay	870 416 5819

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NAME	ADDRESS	CITY	TELEPHONE NUMBER
Kaleb Allie	4548 W. Laffy Wood Dr	Fayetteville	283-8744
Rebecca Hopkins	1208 Shipley	Springdale	479-283-1888
Dale Hopkins	1208 Shipley	Springdale	479-283-1888
Debby Bunn	PO Box 50	Fayetteville	479-851-8074
Floyd Russ	1941 N Pine Valley Dr	Fayetteville	479-903-3009



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams, City Attorney**

DATE: **August 15, 2014**

RE: **Concerns about opposite sex use of public bathrooms or locker rooms**

I have been informed that there are some incorrect reports circulating on the internet that I have stated that the Civil Rights ordinance should be stopped because it will prevent business managers from preventing men from using women's public restrooms. This is not correct.

State law always trumps or controls over any City ordinance. The proposed Civil Rights Administration Ordinance states that a business establishment may not "for a discriminatory reason" deny "any person the full enjoyment of the...facilities...and accommodations of any business establishment or place of public accommodations, unless required by state or federal law." § 119.05.

Would this section prohibit a business from preventing a person with all the outward appearances of a man from using the women's bathroom? I think the clear answer is "No".

First, the business owner's purpose would be to ensure the peace of mind and safety of the female customers who were using or might use the bathroom rather than for a "discriminatory reason" against a person who appeared to be a man even if that person claimed to be a woman on the

inside (transgender). Thus, there would be no "discriminatory reason", but a public convenience and safety reason to limit bathroom use to those whose outward appearance coincides with the gender for the bathroom.

Secondly, the state criminal statutes could very well apply to such a situation. **Indecent Exposure** can occur if a person "exposes his or her sex organs...under circumstances in which the person knows the conduct is likely to cause affront or alarm." A.C.A. § 5-14-112. In addition, **Disorderly Conduct** can occur if a person "recklessly (creates) a risk of public inconvenience, annoyance or alarm, he or she...in a public place, exposes his or her private parts." A.C.A. § 5-71-207. Public bathrooms have been held to be "public places" for purposes of these types of criminal statutes. *United States v. Lemons*, 697 F.2d 832 (8th Cir. 1983).

Violations of **Indecent Exposure** and **Disorderly Conduct** will continue to occur whether or not the Civil Rights Administrative Ordinance is passed. However, I do not believe this ordinance could ever be used as a successful defense to these criminal charges.

To further reduce any fear of misapplication of the ordinance, the City Council could enact a further exception under § 119.07 that could say that business owners had the right to limit the use of their public bathrooms and locker rooms to persons with the outward appearance of the gender designated for the bathroom or locker room. I think that is already their right which would not be changed by the Civil Rights Administration Ordinance, but an express exception would clarify any possible ambiguity.

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Tentative Agenda City of Fayetteville Arkansas City Council Meeting August 19, 2014

A meeting of the Fayetteville City Council will be held on August 19, 2014 at 5:30 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:

- 1. Quarterly Financial Report – 2nd Quarter 2014, Paul Becker, Finance Director**

Agenda Additions:

A. Consent:

1. Approval of the August 05, 2014 City Council meeting minutes.
2. **Evans Construction and Remodeling, LLC (898 S. Hill Avenue):** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.
3. **Justice Assistance and State Drug Crime Enforcement Grant:** A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.
4. **B & H Photo Video:** A resolution to award Bid #14-44 and authorize the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.
5. **McClelland Consulting Engineers (Zion Road):** A resolution to authorize an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road, and to approve a Budget Adjustment.
6. **John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center):** A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.
7. **CivicPlus (Website Redesign):** A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.
8. **New World Systems (Data Sharing Software Module):** A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.
9. **Bid #14-43 Benchmark Construction:** A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

- 10. Master Street Plan Amendment:** A resolution amending the Master Street Plan by removing the internal collector streets that were planned in the Southpass R-PZD 08-2898 and downgrading Finger Road from a collector to a local street from the intersection of Plumerosa Road South to the Mount Kessler area, as described and depicted in the attached map.

B. Unfinished Business:

- 1. Enact Chapter 119 Civil Rights Administration:** An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. ***This ordinance was left on the First Reading at the July 15, 2014 City Council meeting. This ordinance was amended and left on the Second Reading at the August 5, 2014 City Council meeting.***

Left on the Second Reading

- 2. 2015-2019 Capital Improvements Plan (CIP):** A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. ***This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting.***

C. New Business:

- 1. VAC 14-4780 (1414 S. Happy Hollow Road):** An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way.
- 2. VAC 14-4777 (McConnell and Drake):** An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement.
- 3. VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road):** An ordinance approving VAC 14-4768 submitted by Arlis Herriman for property located at 2622 East Golden Oaks Road to vacate a portion of an existing utility easement, a total of 275 square feet.
- 4. VAC 14-4776 (3535 North College Avenue):** An ordinance approving VAC 14-4776 submitted by Jorgensen & Associates for property located at 3535 North College Avenue to vacate an existing utility easement, a total of 6,300 square feet.

D. City Council Agenda Session Presentations:

- 1. Economic Development Quarterly Presentation –Chung Tan, Chamber of Commerce**

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

2014-0325

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

7/22/2014

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the purchase order for a moderate rehabilitation project at 898 S. Hill Ave. as part of the CDBG Housing Program

Budget Impact:

2180.4940.5315.00

2180 - CDBG

Account Number

Fund

62123.1408

898 S Hill

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 482,037.00

Funds Obligated \$ 114,583.84

Current Balance \$ 367,453.16

Does item have a cost? Yes

Item Cost \$ 39,765.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 327,688.16

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

[Signature]
7/23/14

Paul a. Berlin 7-28-2014

Alan Man 7-28-14

ENTERED
7/23/14
ENTERED
7/24/14
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 5, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Dir. Development Services 

FROM: Yolanda Fields, Community Resources Director

DATE: July 22, 2014

SUBJECT: Approval of Purchase Order for Community Resources Division

RECOMMENDATION:

Staff recommends approval of the attached purchase order for the housing rehabilitation project located at 898 S. Hill Ave.

BACKGROUND:

Community Resources has deemed the \$39,765 housing rehabilitation project cost necessary in order to fully rehabilitate the home located at 898 S. Hill Ave. A brief scope of the project includes updating many new windows and a door, trim and paint repairs, new siding and gutters, electrical and plumbing repairs, new insulation and HVAC work, and repairs and updates to railings. For the full scope of the project, please see the attached bid packet.

DISCUSSION:

In December 2013, a Fayetteville home-owner applied for a housing rehabilitation project on their home at 898 S. Hill Ave. After verifying that the owner qualified for the program by being within the low-income population, Community Resources conducted an environmental review of the property, performed an assessment of the property, and completed a dwelling assessment on the property. The housing structure was deemed stable, livable, and eligible for rehabilitation.

On June 29 and July 6 of this year, the bid for the rehab project was advertised in the local newspaper and emails were sent out to contractors with the bid packet attached. Only one contractor, Evans Construction and Remodeling, placed a bid on the project.

BUDGET/STAFF IMPACT:

Project cost is \$39,765

Attachments:

Purchase Order
Receipt of Bids and Bids
Bid Invitation Packet
Photos

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$39,765.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 898 S. HILL AVENUE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant rehabilitation of an eligible residence located at 898 S. Hill Avenue.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Vendor #:		19403		Vendor Name:		Evans Construction & Remodeling LLC		Requisition No.:		Date:	
Address:		1123 Crutcher St.		City:		Springdale		P.O. Number:		7/22/2014	
Requester:		Cherrell Lee		State:		AR		Mail ☐ Yes ☐ No		Legistar#: 2014-0325	
Item		Description		Quantity		Unit of Issue		Unit Cost		Extended Cost	
1	Moderate Rehabilitation project at 898 S. Hill Ave.		1		39,765.00	\$39,765.00					
2						\$0.00					
3						\$0.00					
4						\$0.00					
5						\$0.00					
6						\$0.00					
7						\$0.00					
8						\$0.00					
9						\$0.00					
10						\$0.00					
*	Shipping/Handling			Lot		\$0.00					
Special Instructions:											
Subtotal: \$39,765.00 Tax: \$39,765.00 Total: \$39,765.00											

Approvals:	
Mayor: _____	Purchasing Manager: _____
Chief Financial Officer: _____	IT Director: _____
Dispatch Manager: _____	Other: _____
Department Director: _____	Budget Director: _____
Utilities Manager: _____	



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECEIPT OF BIDSOWNER(S): Gretchen SchlumpADDRESS: 898 S. Hill Ave. PROJECT No: 62123-1408PROJECT TITLE: Moderate Rehabilitation of a Residential BuildingBID CLOSING DAY/DATE/TIME: July 14, 2014, 4:00 P.M.CONTRACTOR: Evans Construction +
Remodelling LLCBID AMOUNT: \$ 39,765CONTRACTOR: _____

BID AMOUNT: _____

CONTRACTOR: _____

BID AMOUNT: _____

CONTRACTOR: _____

BID AMOUNT: _____

CONTRACTOR: _____

BID AMOUNT: _____

Certified by: CHUCYDate: 14 July 2014Witness: ERDate: 7/14/2014



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1408

DATE ISSUED: 06-30-2014

DATE AND TIME OF OPENING: Monday, 4:00 pm, July 14, 2014

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 898 S. Hill Ave., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Windows & Doors:

7,250

B) Trim & Paint:

3,000

C) Siding & Gutters:

~~15,215~~ 15,215

D) Electrical:

1,070

E) Plumbing:

500

F) Insulation:

1,680

G) HVAC:

9,000

H) Railings:

800

I) Cleanup:

250

J) Other:

Ø

MY TOTAL BID PRICE FOR THIS PROJECT IS \$39,765.00

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address: 1123 Crutcher St. Springdale, AR 72764

Name of Firm: Evans Construction & Remodeling LLC Phone # (479) 530-0801

Residential Contractor's License number 020464

Street address or P.O. Box 1123 Crutcher St

City / State / Zip Code Springdale, AR 72764

Printed Name: Randall Evans

Signature: Randall Evans Title: President



CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

INVITATION TO BID

Bid# 62123-1408

**Community Resources Division
(479) 575-8240**

BID#: 62123-1408

DATE ISSUED: 06-30-2014

DATE & TIME OF OPENING: Monday, July 14, 2014 4:00pm

CONTACT: Kyle Belt—(479) 575-8240



INVITATION TO BID

DATE ISSUED: June 30, 2014

RECEIPT OF BIDS: Monday, 4:00 pm, July 14, 2014
Community Resources Division
125 West Mountain Street
Fayetteville, AR 72701

COMMUNITY DEVELOPMENT PROGRAMS ADMINISTRATOR:
Kyle Belt
CDBG Programs Administrator
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone (479) 575-8240

BRIEF SCOPE OF PROJECT: Many new windows and a door, trim and paint repairs, new siding & gutters, electrical & plumbing repairs, new insulation & HVAC work. Repairs and updates to railings.

PROJECT NUMBER: 62123-1408

PROJECT LOCATION: 898 S. Hill Ave., Fayetteville, AR 72701

CITY OF FAYETTEVILLE: The City of Fayetteville encourages participation of small, minority and women owned business enterprises in the procurements of goods, services, and construction, either as a general contractor or subcontractor. The City is an affirmative action / equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: A copy of the Specifications is available at the Community Resources Division's office.

******* Attention! New Requirements! *******

- New permitting requirements, please see attached
- Any bid of \$20,000 or over must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the amount bid.
- A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of over \$20,000 and filed with the Washington County Circuit Clerk.
- A State of Arkansas Residential Contractor's License is required for ALL bids.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SPECIAL TERMS AND CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the city. No employees of the Community Resources Division are allowed to fill out bid sheets for Contractors.
2. The company or contractor name and project # shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in the bid. The responsibility of payment shall remain with the successful bidder.
4. Prices shall include all labor, materials, profit, insurance, etc., to cover the furnishing of the items of the bid.
5. Bids received after the date and time set for receiving bids will not be considered.
6. The Owner reserves the right to accept or reject any and all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the Owner. The Owner shall be able to purchase more or less than the quantity indicated subject to availability of funds.
7. The bid price shall remain good and firm for a period of thirty (30) calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Owner.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form or on an attached form.
10. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any such bidders, at the discretion of the Owner.
11. **The Contractor is to supply the City with evidence of the following:**
 - 1) **Current and valid Certificate of Liability Insurance that includes coverage for**
 - a) **Workman's Compensation and Employer Liability in accordance with the laws of the State of Arkansas,**
 - b) **Commercial General Liability that covers public liability and property damage and**
 - c) **Automobile Liability, if applicable. All premiums and**



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

costs shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.

2) Current and valid license from the State of Arkansas Contractors Licensing Board.

3) EPA/HUD Approved Lead Safety Training Program certification.

12. Specifications furnished with this invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. Quality, time and probability of performance may be factors in making an award.
15. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the Owner.
16. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder.
17. 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.
18. Bids must be hand delivered or received by mail in the Community Resources Office, 125 West Mountain St. Fayetteville, and AR. 72701, on or before the time of closing listed on the Bid Form. Under no circumstances will faxed bids be allowed.
19. The successful bidder will be required to enter into a contract with the Owner and shall provide a certificate of insurance to the Community Resources Division within ten (10) days of notice of bid award.
20. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin, or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
21. The contractor must be prepared to commence work on start date per Notice to Proceed issued by the City Community Resources Division, and must complete the work within Thirty (30) calendar days. Exceptions as noted in the Rehabilitation Contract.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

22. A Maximum of three payments may be made on each Housing Rehabilitation Project. Upon satisfactory completion of 40% of the work and submission of proper documentation, 30% of the contract amount may be released to the contractor with 10% being held as retainer. Upon satisfactory completion of 70% of the work and submission of proper documentation, 60% of the contract amount may be released to the contractor with 10% being held as retainer. Final payment shall be made after satisfactory completion and acceptance of the project. Retainers shall be released with the final payment.
23. A certificate of final inspection by the City of Fayetteville's Building Safety Division must be performed before the release of the final check.
24. Any construction material containing Lead-Based Paint (LBP) shall be removed by workers certified in LBP Interim Controls and with adherence to the current HUD Regulation on LBP Hazards.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Residential Permit Application and Plan Review Requirements

The following shall be the submittal requirements:

- **Completion of the Master Permit application and review before any work starts.**
- **"CDBG" will be entered in the Description of Work field.**
- **Specification sheets will be submitted with the application.**
- **CDBG fee waiver sheet for the application process. (Provided by CDBG Staff)**
- **A site plan of the property drawn to scale will be submitted according to permitting procedures.**
- **A floor plan drawn to scale will be submitted indicating where changes to the structure are to occur. This can be done in two parts as before and after with 8 ½ x 11 plans.**
- **The Master permit must be issued before any other permit may be applied for.**

Highland Home Builder, Inc.

Bruce Kerr 479-903-0966
Community Resources Spec writer
brucegkerr@netzero.com
Community Resources Division



MODERATE HOUSING REHABILITATION PROJECT

Scope of Project: Many new windows and a door, Trim and paint repairs, New siding and gutters, electrical and plumbing repairs, new insulation and HVAC work. Repairs and updates to railings.

Owner's Name: Gretchen Schlump **Phone:** 314-393-7826

Project Location: 898 S Hill St, Fayetteville AR

Project # 62123-1408

Administrator: Kyle Belt **Phone:** 479-575-8240 **Fax:** 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above. Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. Give occupant 24 hour notice before inspection. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville CDBG Administrator, the City of Fayetteville Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: WINDOWS AND DOORS

- A - 1 The upper left bedroom needs a new side slide type window that meets egress in place of the old window. All the windows outlined in these specs to be replaced should be white vinyl windows that are Energy Star rated. Many of the windows have lead paint components so see the lead report on the home to determine where lead safe procedures need to be used.
- A - 2 The lower left bedroom needs an single or double hung window that is a three foot wide by five foot tall window that meets egress regulations. The wall framing will need to be modified so the window can extend down farther to accommodate the larger window.
- A - 3 All other windows should be replaced with a window that generally matches the configuration of the existing windows except do not replace the windows in the following areas: Windows on back porch that has the stairs in them and upstairs room on back of home. (replaced units will be single hung or double hung units or twin window units)
- A - 4 Caulk all necessary areas around all windows to seal from water and air infiltration.
- A - 5 The back door off the kitchen to the porch with the stairs in it needs changed out to have a 30 inch wide, right hand, double bore, six panel exterior steel door with all weather stripping and threshold. (The back room will no longer be viewed as a heated space) Install new door lock and deadbolt.
- A - 6 Add new tack on weather stripping that tacks to the side jamb to the front door so it is fully sealed from air intrusion.

B: TRIM AND PAINT

- B - 1 Replace or add trim if necessary around the new windows and door.
- B - 2 Make any drywall repairs needed around the new windows.
- B - 3 Paint any trim or drywall added to the job. Use texture and paint that matches the existing work as close as possible.
- B - 4 Paint over interior components listed in lead report on the home that were found to have a lead reading equal to or over 1.0 mg/cm². Use lead safe practices in caring for these components.

C: SIDING & GUTTERS

- C - 1 Cover over soffits and ceilings around the home that are wood with vinyl soffit material. Use vented soffit where appropriate to vent attic. Do not add ceiling or soffit material to area under the nearly flat roof on right side of home. (Have all siding and gutter colors approved by homeowner)
- C - 2 Cover all wood fascia with metal fascia. Add Sub fascia in areas that do not have it.
- C - 3 Cover the existing siding with new vinyl siding. Remove any wood trim as needed to install the siding. Some siding components are known to have lead paint so use lead paint safe practices when removing possible contaminated areas. (see lead report) Do not cover any areas that have metal siding on it. Have all siding colors approved by homeowner
- C - 4 Cover any wood not practical to cover with siding with aluminum coil metal such as maybe the window trim and other areas.

- C – 5 Remove any existing gutters and add new seamless gutters with downspouts to the home.
- C – 6 Some or all the areas where the roof meets a sidewall of the home needs step flashing added or repaired. Remove any corner boards that are in the way to install the step flashing if necessary. Make sure all flashings divert the water outside of the siding and into the gutters where possible. There should be no leaks around the flashing.

D: ELECTRICAL

- D - 1 Add or repair fire alarms and carbon monoxide detectors as needed to meet code.
- D - 2 The upstairs left bedroom has a four plug outlet that is wired incorrectly. Make repairs so it is a working outlet.
- D – 3 Move and refasten any wires on exterior of the home to add the new siding materials.
- D – 4 Remove and reinstall any exterior lights that may need to be moved temporarily to install siding.
- D – 5 Add three GFCI outlets in the kitchen to bring up to code.
- D – 6 Add all necessary connections and modifications to the electrical system to connect the new heating system.

E: PLUMBING

- E - 1 Provide regular maintenance service visit to the tankless water heater to the home. It is a Bosch unit. If something is not functioning properly, put in writing what is additionally needed in the future and supply to Kyle Belt of the City of Fayetteville.
- E – 2 Add a new outside frost proof water faucet to the left side of home. It should be added from the crawlspace that is accessible from the hole in the floor.

F: INSULATION

- F - 1 Blow additional insulation in the front section of the attic only to bring the insulation protection to R 38 or greater.
- F – 2 Add any missing vapor barrier to the crawlspace.
- F – 3 Add floor insulation that is R19 between the floor joists in the crawl spaces. Support the insulation well.

G: HVAC

- G – 1 The upstairs room on the back of the home and the lower back porch is not to be heated/cooled room space. Suggest a plan with the bid to heat and cool the other rooms in the home. The lower front rooms have a mini split heat system in them now, so the design can accommodate it and add heating and air conditioning to the other rooms that do not benefit from that system. The unit can be a system that will add more mini split type heaters. The unit's lines could be exposed in the upper back unheated room if it is possible to maintain the room as a storage room without the lines being in the way too much or a safety hazard.

(the layout of the home provides a difficult situation to provide heat and it is understood that some compromises to an ideal layout to provide even heating and cooling may be made)

H: RAILINGS

- H - 1 Bolt down the existing railing on the front steps with anchors to stabilize it.
- H - 2 On the back upper deck and stairs replace the railing below the railing cap with vertical wood pickets that are spaced no more than 4 inches apart for safety and to meet code.
- H - 3 Add railing section to the area to the left of the stairs as you get to the top on the back deck. Add posts rail components as needed to build it.

I: CLEANUP

- I - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
- I - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- I - 3 All affected areas shall be left broom clean.
- I - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

J: OTHER

- J - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.
- J - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Resources Program's General Specification Manual, and with adherence to city, state, and national codes.
- J - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- J - 4 Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.
- J - 5 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.
- J - 6 Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1408 **DATE ISSUED:** 06-30-2014

DATE AND TIME OF OPENING: Monday, 4:00 pm, July 14, 2014

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 898 S. Hill Ave., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Windows & Doors:

B) Trim & Paint:

C) Siding & Gutters:

D) Electrical:

E) Plumbing:

F) Insulation:

G) HVAC:

H) Railings:

I) Cleanup:

J) Other:

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ _____

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address: _____

Name of Firm: _____ Phone # _____

Residential Contractor's License number _____

Street address or P.O. Box _____

City / State/ Zip Code _____

Printed Name: _____

Signature: _____ Title: _____

62123-1408: 898 S. Hill Ave.



City of Fayetteville Staff Review Form

2014-0328

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

7/31/2014

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Acceptance of the 2014-2015 Justice Assistance and State Drug Crime Enforcement and Prosecution Grant awards for federal and state funding for the 4th Judicial District Drug Task force in the amount of \$185,234.99.

Budget Impact:

2930-2960-various

Drug Enforcement

Account Number

Fund

38064-1415

Drug Enforcement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 503,125.00

Funds Obligated \$ 306,625.10

Current Balance \$ 196,499.90

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 196,499.90

V20140710

Previous Ordinance or Resolution #

Original Contract Number:



Approval Date:

Comments:



8/1/14
Paul A. Butler 8-1-2014
On Mar 8-1-14

[Handwritten signature]

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: July 21, 2014

SUBJECT: Acceptance of 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant Award

RECOMMENDATION:

Staff recommends acceptance of the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant application for federal and state funding for the 4th Judicial District Drug Task Force (DTF) in the amount of \$185,234.99.

BACKGROUND:

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

DISCUSSION:

The 4th Judicial District DTF's total projected budget for the 2014-2015 grant period is \$503,125. ADF&A's Office of Intergovernmental Services has awarded continuation grant funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the State Drug Crime Enforcement and Prosecution Fund (DCF) in the following amounts: federal - \$73,705.16, state - \$111,529.83, and local match - \$34,024.55. 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 match funds. Alternatively, the DCF grant defines required local matching funds based on a percentage split of 80/20 in awarded state funds plus local match funds. To receive the federal and state portion of the JAG and state portion of the DCF, the 4th DTF must match at least \$34,024.55. In addition to the local match requirement, Fayetteville has budgeted additional funds in the amount of \$198,975.45 to cover other non-grant funded drug enforcement activity. The other member agencies also contribute additional funds totaling \$84,890.01.

BUDGET/STAFF IMPACT:

No increase in budgeted funds are required. The current DTF budget will be sufficient for the balance of 2014. The local match and non-grant funded activity for 2015 will be requested within the 2015 budget process. This grant funding will have no impact on current staffing levels.

Attachments:

Edward Byrne Memorial Justice Assistance Grant Program Award
Arkansas State Drug Crime Enforcement and Prosecution Grant Fund Award

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE 2014-2015 JUSTICE ASSISTANCE AND STATE DRUG CRIME ENFORCEMENT GRANT FOR FEDERAL AND STATE FUNDING IN THE AMOUNTS OF \$73,705.16 AND \$111,529.83 RESPECTIVELY, AS A PORTION OF THE FUNDING FOR THE 4TH JUDICIAL DISTRICT DRUG TASK FORCE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for federal and state funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



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.dfa.arkansas.gov>

☒ JAG	☐ RSAT
☐ LLEBG	

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

CFDA #:16.738

2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan, Mayor
4th JD DTF
100-A West Rock Street
Fayetteville, AR. 72701

4. SUBGRANT NUMBER: J-14-004-14

5 START DATE: July 1, 2014

END DATE: June 30, 2015

6. AWARD DATE: July 1, 2014

2. MODIFICATION EFFECTIVE DATE:

7. ACTION: ☒ Initial

☐ Modification

2A. MODIFICATION AMOUNT \$
FEDERAL \$
STATE MATCH \$
LOCAL MATCH \$

8. AWARD AMOUNT \$ 98,273.54
FEDERAL \$ 73,705.16
STATE MATCH \$ 14,741.03
LOCAL MATCH \$ 9,827.35

4. PROJECT DESCRIPTION:

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

10. SPECIAL CONDITIONS (check if applicable)

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

This project is supported under 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 Doris Smith, Administrator DF & A Intergovernmental Services		12. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL Lioneld Jordan, Mayor 4th JD DTF	
11. SIGNATURE OF APPROVING OFFICIAL		13. SIGNATURE OF AUTHORIZED OFFICIAL	14. DATE



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

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

☐	JAG	☐	RSAT
☒	DCF	☐	LLEBG

**Arkansas State Drug Crime Enforcement
and Prosecution Grant Fund**

CFDA #: N/A

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan, Mayor
4th JD DTF
100-A West Rock Street
Fayetteville, AR. 72701

4. SUBGRANT NUMBER: J14-004-DF

START DATE: July 1, 2014
END DATE: June 30, 2015

2. MODIFICATION EFFECTIVE DATE:

6. AWARD DATE: July 1, 2014

7. ACTION: ☒ Initial
☐ Modification

2A. MODIFICATION AMOUNT \$
STATE MATCH \$
LOCAL MATCH \$

8. AWARD AMOUNT \$ 120,986.00
STATE AMOUNT \$ 96,788.80
LOCAL MATCH \$ 24,197.20

3. PROJECT DESCRIPTION:

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

9. SPECIAL CONDITIONS (check if applicable)

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

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

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

City of Fayetteville Staff Review Form

2014-0338

Legistar File ID

8/19/2014

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

Fritz Gisler

8/1/2014

Government Channel /
Communications & Marketing Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Award Bid #14-44 to B & H Photo Video in the amount of \$26,971.13 for the purchase of equipment for Location Production System.

Budget Impact:

4470.9470.5210.00

Sales Tax Capital Improvement

Account Number

Fund

14005

Location Production System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 65,000.00

Funds Obligated \$ 21,390.64

Current Balance \$ 43,609.36

Does item have a cost? Yes

Item Cost \$ 26,971.13

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 16,638.23

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

ENTERED
8-1-14 PM

ENTERED
8/4/14 PM

Approval Date:

8/14/14

Paul A. Parker 8-4-2014

Don Man 8-5-14

[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: City Council
THRU: Don Marr, Chief of Staff
FROM: Fritz Gisler, Director of Media Services
DATE: August 1, 2014
SUBJECT: Bid Award for Location Production System Equipment

RECOMMENDATION:

Award Bid #14-44 to B & H Photo Video in the amount of \$26,971.13 for the purchase of components for Project #14005, Location Production System.

BACKGROUND:

The City Council approved the budget for Capital Improvement Project #14005, Location Production System. The Location Production System will be used by Media Services staff to record multi-camera productions in the field. The system will improve staff efficiency and provide faster program turn-around time for selected meetings and other events (i.e. Mayor's Town Hall Meetings, Gulley Park Concerts) that occur in locations outside City Hall and the Television Center.

DISCUSSION:

Quotes were initially requested, and one vendor provided the lowest quote on several items. Due to the total cost of the individual components being sourced from a single vendor, a Request for Bid was required. Bids were opened on July 25, 2014. B & H Photo Video provided the lowest bid that met the specifications. Purchasing discovered a clerical error in the Bid Document from B&H. The total amount on the Bid Document is \$25,931.92. Purchasing checked the addition and the correct amount is \$26,971.13, which is reflected on the Bid Tabulation provided by Purchasing. The transaction will be made using a PCard so a PO Request is not attached.

BUDGET/STAFF IMPACT:

None.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-44 AND AUTHORIZE THE PURCHASE OF COMPONENTS FOR A LOCATION PRODUCTION SYSTEM FROM B&H PHOTO-VIDEO CORP. IN THE AMOUNT OF \$26,971.13 FOR USE BY THE MEDIA SERVICES DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-44 and authorizes the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 14-44, Remote Production System
Friday, July 25, 2014 3:00 PM

			B & H Photo		Southwest Audio-Visual		VSA Inc		Washington Professional System	
ITEM	Description	Oty. Ea	Price Ea	Total Price	Price Ea	Total Price	Price Ea	Total Price	Price Ea	Total Price
1	PTZ Camera	3 x	\$ 3,075.00	\$ 9,225.00	\$ 3,239.00	\$ 9,717.00	\$ 3,122.00	\$ 9,366.00	\$ 3,250.00	\$ 9,750.00
2	Interface Card for PTZ Camera	3 x	\$ 1,285.00	\$ 3,855.00	\$ 1,350.00	\$ 4,050.00	\$ 1,305.00	\$ 3,915.00	\$ 1,391.00	\$ 4,173.00
3	IP Remote Controller for PTZ Camera	1 x	\$ 1,545.00	\$ 1,545.00	\$ 1,620.00	\$ 1,620.00	\$ 1,565.00	\$ 1,565.00	\$ 1,666.50	\$ 1,666.50
4	8 Input Auto Mixer	2 x	\$ 695.00	\$ 1,390.00	\$ 839.00	\$ 1,678.00	\$ 805.00	\$ 1,610.00	\$ 750.00	\$ 1,500.00
5	6 Input Auto Mixer	1 x	\$ 1,684.00	\$ 1,684.00	\$ 769.00	\$ 769.00	\$ 740.00	\$ 740.00	\$ 683.00	\$ 683.00
6	Digital Video Recorder	1 x	\$ 1,684.00	\$ 1,684.00	\$ 1,699.00	\$ 1,699.00	\$ 1,680.00	\$ 1,680.00	\$ 1,770.00	\$ 1,770.00
7	Rack Power Distribution	3 x	\$ 47.00	\$ 141.00	\$ 52.00	\$ 156.00	\$ 64.50	\$ 193.50	\$ 62.50	\$ 187.50
8	Tripods	3 x	\$ 272.00	\$ 816.00	\$ 1,395.00	\$ 4,185.00	\$ 280.85	\$ 842.55	\$ 300.00	\$ 900.00
9	Tripod Cases	3 x	\$ 105.00	\$ 315.00	\$ 129.00	\$ 387.00	\$ 175.00	\$ 525.00	\$ 139.00	\$ 417.00
10	Cable Reel	3 x	\$ 46.97	\$ 140.91	\$ 52.00	\$ 156.00	\$ 65.00	\$ 195.00	\$ 55.00	\$ 165.00
11	Fan-Out Coiling Reel Hub Adaptor	3 x	\$ 22.77	\$ 68.31	\$ 25.00	\$ 75.00	\$ 284.00	\$ 852.00	\$ 24.00	\$ 72.00
12	Rack Mount Audio Amplifier	1 x	\$ 221.00	\$ 221.00	\$ 259.00	\$ 259.00	\$ 265.00	\$ 265.00	\$ 275.00	\$ 275.00
13	Ethernet Switch for Camera Networking	1 x	\$ 32.00	\$ 32.00	\$ 52.00	\$ 52.00	\$ 47.00	\$ 47.00	\$ 39.50	\$ 39.50
14	DVI/VGA to SKI Video Scaler	1 x	\$ 1,569.95	\$ 1,569.95	\$ 2,039.00	\$ 2,039.00	\$ 2,035.00	\$ 2,035.00	\$ 1,800.00	\$ 1,800.00
15	Analog Video to SDI Converter	1 x	\$ 248.00	\$ 248.00	\$ 264.00	\$ 264.00	\$ 267.00	\$ 267.00	\$ 267.00	\$ 267.00
16	DVD Player	1 x	\$ 272.22	\$ 272.22	\$ 374.00	\$ 374.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00
17	6 Input Multi-Viewer	1 x	\$ 2,849.00	\$ 2,849.00	\$ 3,219.00	\$ 3,219.00	\$ 3,390.00	\$ 3,390.00	\$ 3,290.00	\$ 3,290.00
18	Rack Mount Audio Monitor	1 x	\$ 381.00	\$ 381.00	\$ 418.00	\$ 418.00	\$ 455.00	\$ 455.00	\$ 404.00	\$ 404.00
19	Audio Distribution Amplifier	1 x	\$ 139.97	\$ 139.97	\$ 172.00	\$ 172.00	\$ 165.00	\$ 165.00	\$ 163.00	\$ 163.00
20	2 Rack Unit Blank Panel	2 x	\$ 10.18	\$ 20.36	\$ 11.00	\$ 22.00	\$ 12.60	\$ 25.20	\$ 9.75	\$ 19.50
21	1 Rack Unit Blank Panel	2 x	\$ 9.80	\$ 19.60	\$ 9.00	\$ 18.00	\$ 11.40	\$ 22.80	\$ 7.52	\$ 15.04
22	3 Rack Unit Blank Panel	1 x	\$ 12.00	\$ 12.00	\$ 13.00	\$ 13.00	\$ 19.60	\$ 19.60	\$ 13.50	\$ 13.50
23	Rack Shelf 1 U	2 x	\$ 41.36	\$ 82.72	\$ 29.00	\$ 58.00	\$ 37.60	\$ 75.20	\$ 31.50	\$ 63.00
24	Rack Shelf 2U	1 x	\$ 36.59	\$ 36.59	\$ 34.00	\$ 34.00	\$ 46.60	\$ 46.60	\$ 44.00	\$ 44.00
25	Rack Drawer 3U	2 x	\$ 111.25	\$ 222.50	\$ 69.00	\$ 138.00	\$ 51.00	\$ 102.00	\$ 98.50	\$ 197.00
TOTAL BID			\$ 26,971.13		\$ 31,572.00		\$ 28,759.45		\$ 28,234.54	

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

CERTIFIED:

P. Vice

C. Reef

7-25-14

P. Vice, Purchasing Manager

Witness

Date

** Highlight Denotes Calculation Error

Government & Educational
Sales Department

420 Ninth Avenue
New York, NY 10001



Tel: (212) 239-7503
800 947-8003

Fax (212) 239-7740
800 858-5517

E-mail: biddept@bhphotovideo.com

T H E P R O F E S S I O N A L ' S S O U R C E

Dear B&H Customer,

Please allow us to remind you that it is of the utmost importance for all buyers to reference our unique Quote/Reference Number on each Purchase Order you place with us.

We do this to ensure that your agency receives the exact price we applied to your solicitation, which includes all applicable terms and conditions set forth in your bid. Following these instructions will eliminate processing or administrative errors.

The Quote/Reference Number for this bid is 493825170.

We are happy to serve you and look forward to many future years of fulfilling your imaging needs.

Sincerely,

B&H Photo – Video Corp.



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 14-44, Remote Production System Components

DEADLINE: Friday, July 25, 2014 before 3:00 PM local time

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

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, July 9, 2014

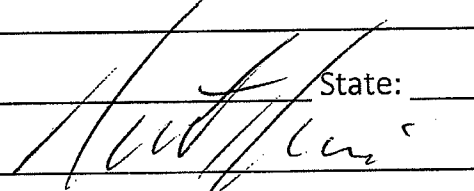
INVITATION TO BID

Bid 14-44, Remote Production System Components

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

Name of Firm: Nathan Hirschman
Contact Person: B & H Foto & Electronics Corp / Bid Officer
420 Ninth Ave, New York NY 10001 Title:
Tel: 212-239-7503 / 800-947-8003 Ext 2949
E-Mail: Fax: 212-239-7509 / 800-743-0895 Phone:
Email: nathanh@bhphoto.com
Business Address:
City: State: Zip:
Signature:  Date: 7-22-14

City of Fayetteville
Bid 14-44, Remote Production System Components
Bid Form

ITEM	DESCRIPTION	QTY	PRICE/EA	TOTAL PRICE
1	PTZ Camera Manufacturer: <u>SONY</u>	3	\$ <u>3075.00</u> Model: <u>BRCZ330</u>	\$ <u>9225.00</u>
2	Interface Card for PTZ Camera Manufacturer: <u>SONY</u>	3	\$ <u>1285.00</u> Model: <u>BRBKIP10</u>	\$ <u>3855.00</u>
3	IP Remote Controller for PTZ Camera Manufacturer: <u>SONY</u>	1	\$ <u>1545.00</u> Model: <u>RMIP10</u>	\$ <u>1545.00</u>
4	8 Input Auto Mixer Manufacturer: <u>RANE</u>	2	\$ <u>695.00</u> Model: <u>AM2</u>	\$ <u>1390.00</u>
5	6 Input Auto Mixer Manufacturer: <u>RANE</u>	1	\$ <u>1684.00</u> Model: <u>AM1</u>	\$ <u>1684.00</u>
6	Digital Video Recorder Manufacturer: <u>Blackmagic Design</u>	1	\$ <u>1684.00</u> Model: <u>HYPSTPRO2</u>	\$ <u>1684.00</u>
7	Rack Power Distribution Manufacturer: <u>FURMAN</u>	3	\$ <u>47.00</u> Model: <u>M8X2</u>	\$ <u>141.00</u>
8	Tripods Manufacturer: <u>Manfrotto</u>	3	\$ <u>272.00</u> Model: <u>028B</u>	\$ <u>816.00</u>
9	Tripod Cases Manufacturer: <u>SKB</u>	3	\$ <u>105.00</u> Model: <u>1SKBR3709W</u>	\$ <u>315.00</u>
10	Cable Reel Manufacturer: <u>CAMPLEX</u>	3	\$ <u>46.97</u> Model: <u>JACKREELF4</u>	\$ <u>140.91</u>
11	Fan-out Coiling Reel Hub Adaptor Manufacturer: <u>CAMPLEX</u>	3	\$ <u>22.77</u> Model: <u>JACKRLF4RH1</u>	\$ <u>68.31</u>

12	Rack Mount Audio Amplifier Manufacturer: <u>CROWN</u>	1	\$ <u>221.00</u> Model: <u>XLS1000</u>	\$ <u>221.00</u>
13	Ethernet Switch for Camera Networking Manufacturer: <u>NETGEAR</u>	1	\$ <u>32.00</u> Model: <u>GS105NA</u>	\$ <u>32.00</u>
14	DVI/VGA to SDI Video Scaler Manufacturer: <u>TV-ONE</u>	1	\$ <u>1569.95</u> Model: <u>C22105A</u>	\$ <u>1569.95</u>
15	Analog Video to SDI Converter Manufacturer: <u>Blackmagic</u>	1	\$ <u>248</u> Model: <u>CONVMASA4K</u>	\$ <u>248</u>
16	DVD Player Manufacturer: <u>TASCAM</u>	1	\$ <u>272.22</u> Model: <u>DVD01U</u>	\$ <u>272.22</u>
17	6 Input Multi-viewer Manufacturer: <u>KRAMER</u>	1	\$ <u>2849.00</u> Model: <u>MV6</u>	\$ <u>2849.00</u>
18	Rack Mount Audio Monitor Manufacturer: <u>FOSTEX</u>	1	\$ <u>381</u> Model: <u>RM2</u>	\$ <u>381</u>
19	Audio Distribution Amplifier Manufacturer: <u>KRAMER</u>	1	\$ <u>139.97</u> Model: <u>VM50AN</u>	\$ <u>139.97</u>
20	2 Rack Unit Blank Panel Manufacturer: <u>Middle Atlantic</u>	2	\$ <u>10.18</u> Model: <u>PHBL2</u>	\$ <u>20.36</u>
21	1 Rack Unit Blank Panel Manufacturer: <u>Middle Atlantic</u>	2	\$ <u>9.80</u> Model: <u>PHBL1</u>	\$ <u>19.60</u>
22	3 Rack Unit Blank Panel Manufacturer: <u>Middle Atlantic</u>	1	\$ <u>12.00</u> Model: <u>PHBL3</u>	\$ <u>12.00</u>
23	Rack Shelf 1U Manufacturer: <u>Middle Atlantic</u>	2	\$ <u>41.36</u> Model: <u>U1</u>	\$ <u>82.72</u>

24	Rack Shelf 2U Manufacturer: <u>Middle Atlantic</u>	1 Model: <u>U2</u>	\$ <u>36.59</u>	\$ <u>36.59</u>
25	Rack Drawer 3U Manufacturer: <u>Middle Atlantic</u>	2 Model: <u>3U</u>	\$ <u>111.25</u>	\$ <u>222.50</u>
TOTAL BID				\$ <u>25931.92</u>

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order. The City intends to award this bid all or none.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

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

Upon signing this Bid, the bidder certifies that:

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

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

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

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

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

*NAME OF FIRM: _____
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____
Nathan Hirschman
B & H Foto & Electronics Corp / Bid Officer
420 Ninth Ave, New York NY 10011
Tel: 212-239-7503 / 800-947-8003 Ext 2949
Fax: 212-239-7509 / 800-743-0895
Email: nathanh@bhphoto.com

*PHONE: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: 116012659 CAGE NUMBER: 24053

*TAX ID NUMBER: 132768071

Acknowledge Addendums:

Addendum No. 1 Dated: 7/17/14 Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 14—44, Remote Production System Components
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

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

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent

contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the

original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

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

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

26. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville
Bid 14-44, Remote Production System Components
Technical Specification

1. GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 Bid will be awarded all or none.
- 1.4 All Items shall be delivered within 45 calendar days from received Purchase Order.
- 1.5 Items shall be delivered FOB to the City of Fayetteville, Media Services Division, 101 W. Rock St., Fayetteville, AR 72701. Items will be delivered and reviewed for specification compliance after delivery. Delivery of product shall not guarantee acceptance of items bid.

2. MANUFACTURER/MODEL

- 2.1 Unit(s) bid shall be new, unused, and of the latest standard production model as offered for commercial trade.

3. ITEM 1 – THREE (3) PTZ CAMERAS

- 3.1 Sony BRC-Z330U or equal
 - a. ☐ 1/3 type HD Single CMOS PTZ Camera
 - b. ☐ Compact size and silent mechanism
 - c. ☐ 18X Optical zoom (72X with digital zoom)
 - d. ☐ 1080i, 720p, and SD Output
 - e. ☐ Optical card slot for BRBK-HSD2: HD/SD SDI Output card
 - f. ☐ External synchronization function
 - g. ☐ VISCA Control (RS-232C/RS-422)
 - h. ☐ Fiber optical transmission of up to 6800 feet with BRU-SF10, CCFC-S200

4. ITEM 2 – THREE (3) INTERFACE CARDS FOR PTZ CAMERA

- 4.1 Sony BRC Camera IP Control Interface card for BRC-H900 & BRC-Z330 cameras or equal
 - a. ☐ Compatible with the BRC-H900 and BRC-Z330 PTZ cameras
 - b. ☐ Requires the use of the RM-IP10 IP Controller to achieve IP control
 - c. ☐ Single RJ-45 input
 - d. ☐ 2x BNC SDI Connectors

5. ITEM 3 – IP REMOTE CONTROLLER FOR PTZ CAMERA

- 5.1 Sony RMIP10 or equal
 - a. ☐ Comfortable PTZ operation with the optical three-axis joystick.
 - b. ☐ Versatile camera adjustment by simple panel operation
 - c. ☐ The use of IP technology allows flexible installation and easy operation
 - d. ☐ Preset feature saves camera settings (up to 16 positions)

6. ITEM 4 – TWO (2) 8 INPUT AUTOMIXERS

6.1 Rane AM-2-8 Input Cascading Auto mixer or equal

- a. ____ Gain sharing and automatic mic mixing
- b. ____ 8 XLR mic inputs with level controls and signal/OL indicators
- c. ____ Manual or automatic mix levels
- d. ____ USP audio input – 16 Bit 18kHz
- e. ____ Power, locate, USB, fault, and RAD status indicators

7. ITEM 5 – ONE (1) 6 INPUT AUTOMIXER

7.1 Rane AM-16 input cascading auto mixer or equal

- a. ____ Gain sharing and automatic mic mixing
- b. ____ 4 XLR mic inputs with level controls and signal/OL indicators
- c. ____ Manual or automatic mix levels
- d. ____ 2 auxiliary inputs with dual RCA & 1/8 inch (3.5 mm) inputs
- e. ____ USB audio input (16 bit 48 kHz)
- f. ____ USB charge port for iPod and USB powered devices
- g. ____ Power, locate, USB, fault, and RAD status indicators

8. ITEM 6 – ONE (1) DIGITAL VOICE RECORDER

8.1 Blackmagic Design Hyperdeck Studio Pro 2 Video Recorder with 2 slots for removable hard drives or equal

- a. ____ 1 RU File based video recorder
- b. ____ Records uncompressed 10 bit 4:2:2
- c. ____ Records compressed in ProRes/DNxHD
- d. ____ Records on two (2) 2.5 inch SSDs
- e. ____ 1 x 6G-SDI input/output
- f. ____ 3 x 3G-SDI input/output
- g. ____ Front panel button, jog wheel, & RS-422 control
- h. ____ Multi-display integrated LCD
- i. ____ Thunderbolt port

9. ITEM 7 – THREE (3) RACK POWER DISTRIBUTION

9.1 Furman 8x2 8 Outlet Rack Mountable Power Conditioner or equal

- a. ____ The rear outlets shall be spaced to accommodate even the bulkiest of wall warts and adapters.
- b. ____ A circuit breaker is provided on the rear panel. If the total load on the power conditioner (combining all outlets) exceeds the 15A or 1800W limit, the circuit breaker will trip and it can be easily reset.
- c. ____ Has a convenient master switch for the rear outlets, which glows when the power is on.
- d. ____ Filtration from radio frequencies and electromagnetic interference.
- e. ____ Operating voltage – 90 to 140 VAC
- f. ____ Black painted steel

493825170A

Max Perl

From: Shoshana Arnow
Sent: Friday, July 18, 2014 9:27 AM
To: GovEdBids
Subject: FW: Bid 14-44, Addendum 1 - City of Fayetteville, AR
Attachments: Bid 14-44, Addendum 1.pdf

Categories: DONE/ADDENDUM
310CFC2A-F57F-412a-B37D-602CCA270CC3:
e8202b97-6cf7-46f3-8803-c144f160e277

Thanks,

Shoshy
Government & Education Sales
Phone 212.239.7503 ext 7746
Fax 212.239.7512
www.bhphotovideo.com

My last day at B&H will be Tuesday, July 22nd
Please email Dave at dringel@bhphoto.com for any future correspondence

From: Foren, Andrea [<mailto:aforen@fayetteville-ar.gov>]
Sent: Thursday, July 17, 2014 6:04 PM
To: Foren, Andrea
Cc: Rex, Carolyn; Bilbe, Neal
Subject: Bid 14-44, Addendum 1 - City of Fayetteville, AR

Reference: Bid 14-44, Remote Production System Components
Deadline: Friday, July 25, 2014 before 3:00 PM, local time

Attached is Addendum 1 in reference to the above bid. Please contact me immediately if you have any questions. I appreciate your interest in our project.

Thank you,
Andrea

Andrea Foren, CPPO, CPPB
Purchasing Agent
Purchasing Division
113 W. Mountain
City of Fayetteville, Arkansas 72701
aforen@fayetteville-ar.gov
T 479.575.8220 | F 479.575.8257
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

Bid 14-44, Addendum 1



Date: Thursday, July 17, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 14-44, Remote Production System Components

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Reference Page 15 of 19, Number 7, Item 5 for One 6 Input Auto-mixer, sub-item 7.1 shall be replaced in its entirety with the following:
 - 7.1 Rane AM-1 input cascading auto mixer or equal
 - a. ____ Gain sharing automatic mic mixing
 - b. ____ 4 XLR mic inputs with level controls and signal/OL indicators
 - c. ____ Each input can be mic, mic with 48V phantom, or line-level
 - d. ____ Manual or automatic mix levels
 - e. ____ 2 auxiliary inputs with dual RCA, independently mono'ed.
 - f. ____ USB audio input (16 bit 48 kHz)
 - g. ____ USB charge port for iPod and USB powered devices
 - h. ____ Power, locate, USB, fault, and RAD status indicators
2. Reference Page 16 of 19, Item 11.1 shall be replaced with SKB 1SKB-R3709W Roto-Molded Tripod Case with Wheels (37 inches tall) or equal.

10. ITEM 8 – THREE (3) TRIPODS

10.1 Manfrotto 028B Tripod with 89.4 inch maximum height or equal

- a. _____ Supports 26.5 pounds (12kg)
- b. _____ Rubber feet with retractable steel spike
- c. _____ Geared center column with non-roll-back feature
- d. _____ Twin shank leg design
- e. _____ Includes a mid-level spreader and carrying strap

11. ITEM 9 – THREE (3) TRIPOD CASES

11.1 SKB 1SKB-R3790W Roto-Molded Tripod Case with Wheels (37 inches tall) or equal

- a. _____ Quiet glide wheels
- b. _____ Removable top
- c. _____ Rotationally molded polyethylene
- d. _____ Foam in lid and base
- e. _____ Web straps/high tension slide buckle
- f. _____ Two molded in carry handles/tow handle
- g. _____ Two spaces for shipping label

12. ITEM 10 – THREE (3) CABLE REELS

12.1 Jackreel F4 or equal

- a. _____ Cable reel holds 125 feet (38.1 M) of 0.5 inch (12.7mm) O.D. Cable
- b. _____ Cable drum hub optimized for critical bend radius of fiber optic cables
- c. _____ Holds up to 1500 feet of 0.118 OD cable
- d. _____ Rear thumb-wheel hub lock
- e. _____ Ergonomic cushion grip carry handle

13. ITEM 11 – THREE (3) FANOUT COILING REEL HUB ADAPTOR

13.1 Cable fan-out hub adaptor

- a. _____ Fits Jackreel F4 Cable reel

14. ITEM 12 – ONE (1) AUDIO AMPLIFIER – RACKMOUNT

14.1 Crown XLS 1000 or equal

- a. _____ Lightweight rack mount design
- b. _____ Class D Electronics
- c. _____ Drive core Technology
- d. _____ Integrated PureBand Crossover System
- e. _____ XLR ¼" (inch) and RCA inputs
- f. _____ Speak on and Binding Post outputs
- g. _____ Individual level controls
- h. _____ Forced air cooling fans
- i. _____ LED Indicators

15. ITEM 13 – ONE (1) ETHERNET SWITCH FOR CAMERA NETWORKING

15.1 Netgear GS-105NA ProSave 5 port Gigabit Desktop switch or equal

- a. _____ 5 ports gigabit Ethernet
- b. _____ Full duplex support

- c. ____ Autosensing MDI/MDI-X Ports
- d. ____ Compact form factor
- e. ____ Standards: IEEE 802.3i, IEEE 802.3u, IEEE 802.3ab, 802.1p DSCP

16. ITEM 14 – ONE (1) DVI/VGA TO SDI VIDEO SCALER

16.1 TV One C2-2105A Down Converter or equal

- a. ____ DVI, Analog & HDTV to DS/HD-SDI
- b. ____ Multiple simultaneous output formats
- c. ____ PC loop-through
- d. ____ Multiple control options
- e. ____ Single quality controls & adjustments
- f. ____ Upgradeable video-processing engine

17. ITEM 15 – ONE (1) ANALOG VIDEO TO SDI CONVERTOR

17.1 Black Magic Design Mini Converter Analog to SDI or equal

- a. ____ Input: Component, NTSC, PAL, and S-video via 3x BNC's
- b. ____ Output: 2x SDI (switchable between SD, HD, 3Gbs SDI)
- c. ____ Analog audio Input: 2 channels of professional balanced analog with standard 1/4" (inch) connections
- d. ____ Digital audio input: 2 Channels of professional balanced digital with standard 1/4" jack connections, AES/EBU standard (audio inputs are shared)
- e. ____ Power standard: 12 VDC

18. ITEM 16 – ONE (1) DVD PLAYER

18.1 Tascam DV-D01U or equal

- a. ____ Rack mountable, 1RU sized
- b. ____ Capable of reading and playing DVD, DVD Audio, CD-DA, MP3, WMA, WAV, DivX, MPEG-2
- c. ____ RS-232 Interface
- d. ____ Video Outputs: Composite, Component, S-Video, and HDMI
- e. ____ Audio outputs: RCA, Optical PCM/Stream, Impeded over HDMI

19. ITEM 17 – ONE (1) 6 INPUT MULTIVIEWER

19.1 Kramer MV-6 or Equal

- a. ____ Maximum input data rate of up to 3 Gbps
- b. ____ Re-clocking looping inputs
- c. ____ Multi-standard operation: SDI (SMPTE 259M), HD-SDI (SMPTE 292M), and 3G HD-SDI (SMPTE 424M)
- d. ____ Multi-video Output formats: 3G HD-SHI (SMPTE 424M), HDMI & composite, scaling, refresh rate, and video standard conversion
- e. ____ Front panel preview screen: 16:9, 4.3 inch (10.92 cm) color LCD displaying the output of the unit
- f. ____ Flexible control options: Front panel with 2-row LCD, OSD, Ethernet, and RS-232 (supplied with PC control software)
- g. ____ Screen Handling Buttons: Freeze size position, and 4 pre-programmed and 2 user definable layouts
- h. ____ Worldwide power supply: 100 to 240 VAC

27. **ITEM 25 – TWO (2) RACK DRAWER 3U**

27.1 Middle Atlantic UD3 or equal

a. _____ Finish: Black textured

b. _____ Construction: Steel

28. **WARRANTY**

28.1 Items shall be warranted for 1 year or the manufacturer's standard warranty, whichever is greater.

28.2 Warranty shall include all parts, labor, and transportation to and from the location of the warranty service center.

28.3 Successful vendor shall be responsible for warranty administration of all items.

28.4 Each unit shall be delivered with the warranty documents which shall be placed into effect upon the first day of final acceptance of each unit.

29. **STANDARDS –**

29.1 Each unit shall meet or exceed the following applicable standards:

a. _____ Underwriters Laboratories, UL

30. **DELIVERY/DOCUMENTATION –**

30.1 All units are to be delivered FOB to the City's Media Services, located at 101 W. Rock St, Fayetteville, AR 72701.

30.2 Units shall be fully assembled, serviced, and ready for operations upon delivery.

City of Fayetteville Staff Review Form

2014-0342

Legistar File ID

8/19/2014

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

Chris Brown

7/25/2014

Engineering /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval of Amendment #1 to the contract with McClelland Consulting Engineers, Inc. and a Budget Adjustment, in the amount of \$90,610 for design and related services for relocation and replacement of the existing sanitary sewer main along the Zion Road project, from Vantage Drive to Crossover Road.

Budget Impact:

5400.5700.5314.00		Water/Sewer	
Account Number		Fund	
06035.2750		Zion Rd. sewer relocates	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	\$ 90,610.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 90,610.00
		Remaining Budget	\$ -

Previous Ordinance or Resolution # 83-14

Original Contract Number: 2323

Comments:

[Signature] 8/14/14

Paul a. Decker 8-5-2014

[Signature] 8-5-14



Approval Date: _____

[Signature]

V20140710

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 5, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: Chris Brown, City Engineer

DATE: July 25, 2014

SUBJECT: Approval of Contract Amendment No. 1 with McClelland Consulting Engineers, Inc. and a Budget Adjustment for Sanitary Sewer Improvements related to the Zion Road Project, from Vantage Drive to Crossover Road.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the contract with McClelland Consulting Engineers, Inc. and a budget adjustment in the amount of \$90,610 for design and related services for relocation and replacement of the existing sanitary sewer main along the Zion Road Project, from Vantage Drive to Crossover Road.

BACKGROUND:

Zion Road from College Avenue to Highway 265 is included in the Transportation Improvement Bond Program.

The first phase of construction between College Avenue and Vantage Drive was completed in 2008. In 2013, the second phase, between Vantage Drive and Highway 265, was approved for funding through the bond program. Zion Road is shown on the City of Fayetteville Master Street Plan as a collector street running between College Avenue (Highway 71B) and Crossover Road (Highway 265) and provides an east-west connection between these two highways. The cross section will be a two and three lane section with bike lanes and 5' sidewalks on both sides.

On May 6, 2014, the Fayetteville City Council approved a contract with McClelland Consulting Engineers, Inc. for the design of the second phase of Zion Road.

DISCUSSION:

Since the design contract was approved, the City has received the draft of the Wastewater Collection System 2014 Master Plan Update as prepared by RJN Group, Inc. In this update, the sanitary sewer main along Zion Road from Old Missouri Road to Crossover Road is recommended for upsizing. This upsizing is recommended to eliminate predicted overflows and to reduce surcharge in the sanitary sewer system under future build-out conditions through the

year 2030. Staff recommends that this work be done in conjunction with the roadway improvements that are planned in this area to minimize the construction costs and the disruption to traffic and properties.

Under this contract amendment, McClelland Consulting Engineers, Inc. will include in their scope of services the preliminary and final design and related services for the relocation and upsizing of the sanitary sewer main along Zion Road. The increase in the contract amount will not exceed \$90,610 for a revised total contract amount of \$462,006.00.

BUDGET/STAFF IMPACT:

This street improvement contract will be paid from funds available in the Transportation Improvement Bond Program. The total budget for this project is \$4.65 million.

The additional contract amount for the contract amendment will be paid from Water and Sewer Funds.

Attachments:

Engineering Agreement
Budget Adjustment Form

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$90,610.00 TO PROVIDE FOR DESIGN AND RELATED SERVICES FOR SANITARY SEWER RELOCATION AND IMPROVEMENTS ALONG A PORTION OF ZION ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the mayor to sign an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached hereto as Exhibit "A".

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

A. 5
McClelland Consulting Engineers (Zion Road)
5 of 24

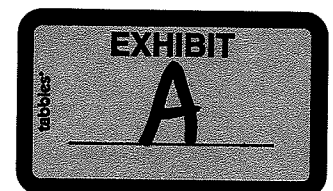
Budget Year 2014	Division: Engineering Dept.: Development Services Requestor: Chris Brown	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of Amendment #1 to the contract with McClelland Consulting Engineers, Inc. and a Budget Adjustment in the amount of \$90,610 for design and related services for the relocation and replaement of the existing sanitary sewer main alon the Zion Road project, from Vantage Drive to Crossover Road.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/19/2014
	LEGISTAR FILE ID#:	2014-0342
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		-	-					v.20140716
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name		
	Expense	Revenue	Project	Sub				
5400.5700.5815.00	(90,610)	-	11011	1	EX	Sewer Improvements		
5400.5700.5314.00	90,610	-	06035	2750	EX	Professional Services		
	-	-						
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Sub Project Maintenance Form

Sub Project Request: New SubProject
Project Number : 06035
Sub Project Number : 2750
Sub Project Title (40 char) : Zion Sewer relocates 20 Char Le
Sub Project Abbv (15 char) : _____
Sub Project Status : Active
Sub Project Division : Engineering
Scheduled Start Date : 9/1/2014 MM/DD/YYYY
Scheduled Ending Date : 9/1/2015 MM/DD/YYYY 20150901
Actual Start Date : _____ MM/DD/YYYY
Actual Ending Date : _____ MM/DD/YYYY

GLACCOUNT#	Account Description	Need Setup	Add/Delete	Add to PCARD
5400.5700.5314.00	Professional Services		Add	N/A
5400.5700.5815.00	Sewer improvements		Add	N/A

Description/Justification of Request

Transportation bonds will be used to widen Zion Road (Vantage to 265). Water/Sewer plans to upgrade the sewer lines in conjunction with the widening.

Peggy Bell 07232014

Requested By

Entered By

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

CONTRACT AMENDMENT NO.1

Zion Road Improvements

This Contract Amendment No.1, dated, _____, 2014 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and MCCLELLAND CONSULTING ENGINEERS, INC., (ENGINEER) dated May 6th, 2014 for professional engineering services in connection with the Zion Road Roadway Improvements Project, from North Vantage Drive to North Crossover Road (Hwy 265), (the "Project"). This Contract Amendment No.1 adds professional engineering services for the Design Phase Services, as described herein.

The contract is hereby modified as follows:

SECTION 2 - BASIC SERVICES OF ENGINEER

The following Sections supersede corresponding Sections in the original contract.

General

- 2.1 .1 The Scope of Services to be furnished by the ENGINEER during the remainder of the Design Phase is included in Appendix A attached hereto and made part of this Agreement.

SECTION 5 - PAYMENTS TO ENGINEER

Compensation

- 5.1 CITY OF FAYETTEVILLE shall pay ENGINEER an amount not to exceed \$462,006 in accordance with the provisions described in the following paragraphs, as well as described in Appendix C. Appendix C-2 provides a detailed summary of the Original and Amendment Fees. CITY OF FAYETTEVILLE shall pay ENGINEER for time spent on the

project at the rates shown in attached Appendix C, Exhibit 1, for each classification of ENGINEER's personnel plus reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel. The rates shown in Exhibit 1 will be increased annually. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

5.1.1 Topographic Survey

For the Topographic Survey associated with the sanitary sewer relocation design described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$9,812.

5.1.2 Design

For the Design associated with the sanitary sewer relocation described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$68,400.

5.1.3 Construction Administration

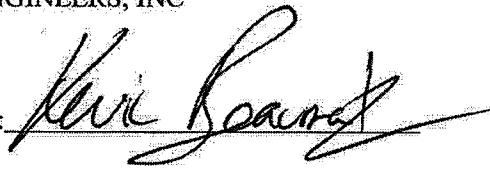
For the Bidding Services described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$11,398.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of MCCLELLAND CONSULTING ENGINEERS, INC., and has been executed on behalf of the CITY OF FAYETTEVILLE in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

MCCLELLAND CONSULTING
ENGINEERS, INC

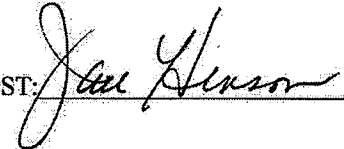
By: _____

By: 

Title: _____

Title: VICE PRESIDENT

ATTEST: _____

ATTEST: 

APPENDIX 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

ZION ROAD; NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)

1. Scope of Project

- a. Construct, reconstruct, widen and overlay Zion Road between North Vantage Drive located to the west and North Crossover Road, aka. Hwy 265, to the east, a distance of approximately 5, 500 linear feet.
- b. Design as a collector street having a combination of two (2) and three (3) lane sections, with turn lanes. Two lane sections shall be 30' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide. Three lane sections shall be 41' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide and the center lane 11' wide.
- c. Evaluate an alternative intersection to the existing "T" intersection at Old Missouri Road, in the way of a mini roundabout.
- d. Street improvements are to include an asphalt street surface, concrete curb and gutters, an underground drainage system, bike lanes and sidewalks.
- e. The relocation and/or installation of a new 12" water line facility owned by the CITY OF FAYETTEVILLE is to be included in the design and street construction contract.
- f. The design to upgrade and relocate an existing 10" dia. sanitary sewer line to a new 15" dia. sanitary sewer over approximately 3,600 LF, and owned by the CITY OF FAYETTEVILLE, is to be included in the Zion Road Roadway Improvement contract. The sanitary sewer relocation will commence at the east side of North Crossover Road, aka Hwy 265, and extend west to a section of existing sanitary sewer located some 600 LF west of Old Missouri Road, which is routed to the south-west from Zion Road to East Cinnamon Way. See scope of improvement on aerial image shown in Appendix A-2.
- g. Undertake the design to relocate approximately 700 LF of existing 4" sanitary sewer force main located at the western end of the project, if the new street

alignment and associated elevations either result in a conflict or, result in an unacceptable depth of cover to the force main.

- h. Coordinate street design and construction facilities with franchise utility companies' relocations to ensure adequate space for all facilities and timely relocations.
- i. Related regulatory agency permits (including Arkansas Highway and Transportation Department and others) and resolving environmental issues (including wetlands and others) are included, as needed.
- j. Prepare construction phasing plans necessary to maintain continued traffic flow at all times, unless agreed otherwise with the CITY OF FAYETTEVILLE.
- k. Prepare exhibits and documentation for public meetings to obtain citizen input and to obtain alignment approval by the CITY OF FAYETTEVILLE.
- l. Provide related design services including but not limited to design surveys, property surveys, geotechnical investigations and right of way acquisition documents.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Topographic Surveys

- a. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm inlets and piping and other features within 40 feet of centerline plus additional structures from parcels from which acquisition will be made.
- c. Locate all utilities, including water and sanitary sewer, including sanitary sewer force main, routed within the existing street right-of-way, or in close proximity to. See also Section 5, "Utility Surveys & Coordination" below.
- d. Cross section centerline at 50 foot intervals, plus breaks, for a width of 80 feet to define existing conditions. Cross section intersecting streets for the lengths designated for inclusion in the project.
- e. Profile existing driveways.

- f. Cross section areas in the vicinity of drainage channels. Determine flow line elevations of all drainage facilities (pipes, inlets, ditches, etc.).
- g. Set temporary bench marks at approximately 1,000 foot intervals.
- h. All survey work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

4. Right-of-Way Surveys

- a. CITY OF FAYETTEVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.
- e. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility. In the event the utility owner cannot or will not perform the excavation to expose the utility facilities, the ENGINEER will arrange to have the necessary excavation performed. Prior to performing the excavation, the ENGINEER will coordinate the excavation operations with the utility owner and require that a representative of the utility

owner be present during the excavation activities. The costs associated with this work shall be reimbursed by the CITY OF FAYETTEVILLE.

- c. Using utility field survey data, plot existing utilities on plans.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A CITY OF FAYETTEVILLE representative will arrange all meetings with utility companies, unless otherwise agreed.
- e. Review utility adjustment plans and costs with CITY OF FAYETTEVILLE to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY OF FAYETTEVILLE to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

6. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY OF FAYETTEVILLE criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of five (5) test pits shall be provided for in the areas of full street reconstruction. In areas of road widening, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Four (4) borings shall be drilled within the existing roadway to terminal depths of five (5) feet below existing grade. Existing pavement sections and encountered subgrade soils will be sampled by the test pits and borings.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY OF FAYETTEVILLE of suspected hazardous substances encountered.
- d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils.
- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather

conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.

- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

7. Conceptual Design Phase

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet.
- b. Prepare plans and data including the following information:
 - (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed right-of-way, temporary construction easements and structures.
 - (2) Proposed centerline, pavement configuration, and profile grades for streets. Identify bike lane, greenspace and sidewalk locations.
 - (3) Establish typical pavement sections.
 - (4) Soils boring information including existing pavement sections. Soils laboratory data, including CBR tests, are not required in the concept phase.
 - (5) Drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50 and 100 year design storms. CITY OF FAYETTEVILLE will provide storm water data, as available, for primary drainage ways.
 - (6) Prepare opinions of probable costs for primary and alternate designs including unit cost and total cost.
 - (7) Identify water and sanitary sewer facilities requiring relocation.
 - (8) Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

- (9) Prepare exhibits for public meeting to show final street alignment, curb lines, intersections with cross streets, typical paving sections with sidewalks and other improvements, cross sections at crucial intervals to depict extent of cut and fill slopes, and other pertinent information . Exhibits are to be scroll maps on existing aerial photos at a scale of 1 inch equals 100 feet.
- (10) Attend and conduct one public meeting to provide information, answer questions and obtain input from the public.
- (11) Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.

8. Preliminary Design Phase

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets. Show curb and gutters, bike lanes, greenspace, sidewalks, driveways, drainage facilities, and other proposed features and elements.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure details. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - (6) Prepare plans and details of water and sanitary sewer facilities which require relocation to accommodate construction of the street and drainage improvements.
 - (7) Provide list of Engineer-developed details to be incorporated into plans.

- (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (10) Prepare preliminary storm water and erosion control plans.
 - (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - (12) Prepare cost estimates for preliminary design.
 - (13) Provide design documentation including calculations and support data.
- b. Prepare right-of-way plans to include the following:
- (1) Plans to be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
 - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF FAYETTEVILLE forms.
 - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.
- c. Attend monthly design progress meetings with CITY OF FAYETTEVILLE.
- d. Provide written response to design review comments provided by CITY OF FAYETTEVILLE.

9. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the CITY OF FAYETTEVILLE format and standard detail drawings where applicable
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY OF FAYETTEVILLE Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY OF FAYETTEVILLE standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with CITY OF FAYETTEVILLE format(s).
- f. Prepare a recommendation of construction contract time.
- g. Prepare schedule of construction quality control testing.
- h. Revise and update the summary of pay quantities sheet as necessary.
- i. Prepare opinions of probable costs.
- j. Compile design summary to include complete calculations and design data.
- k. Attend monthly design progress meeting with CITY OF FAYETTEVILLE.
- l. Prepare written response to design review comments provided by CITY OF FAYETTEVILLE.

10. Project Deliverables

- a. Two copies of the Geotechnical Report.
- b. Two copies of the hydraulic modeling calculations and drainage design
- c. Three copies of the Concept Plans, design report and cost estimates.
- d. Three copies of the Preliminary Plans, design report, cost estimates and other supporting documents.

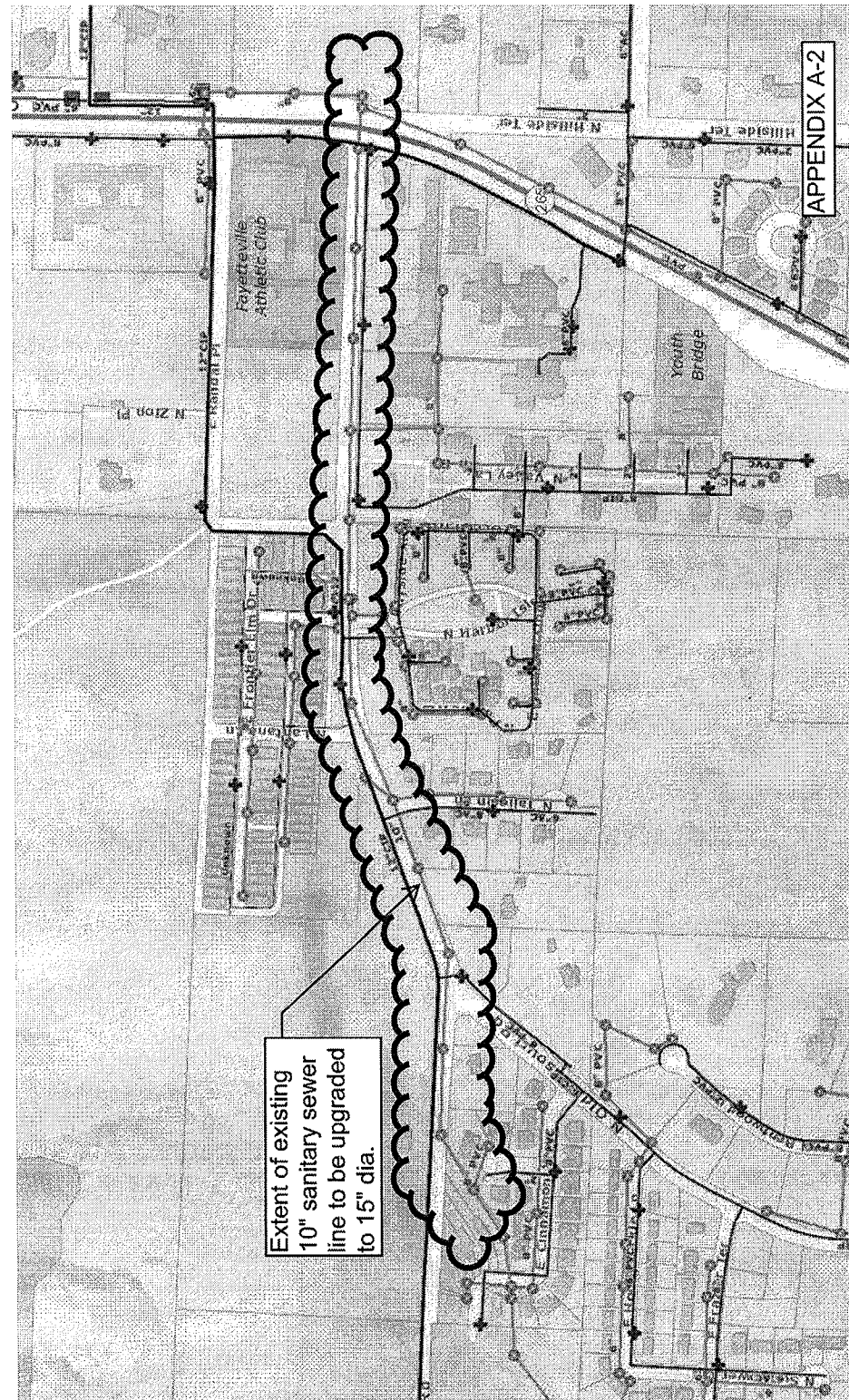
- e. One copy of the Preliminary Plans to each potentially affected utility company.
- f. Three copies of the Final Plans, design report, cost estimates and other supporting documents.
- g. Three copies of the revised Final Plans, design summary, cost estimates and other supporting documents.
- h. Provide one copy of the construction bid proposal on a computer disc.
- i. Provide one copy of the revised Final Plans to each potentially affected utility company.
- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. Three copies of the right-of-way plans, easements and acquisition documents.
- l. Two copies of the approved shop drawings and submittals from the Contractor.
- m. One hard copy set of Record Drawings.
- n. Electronic files as requested.

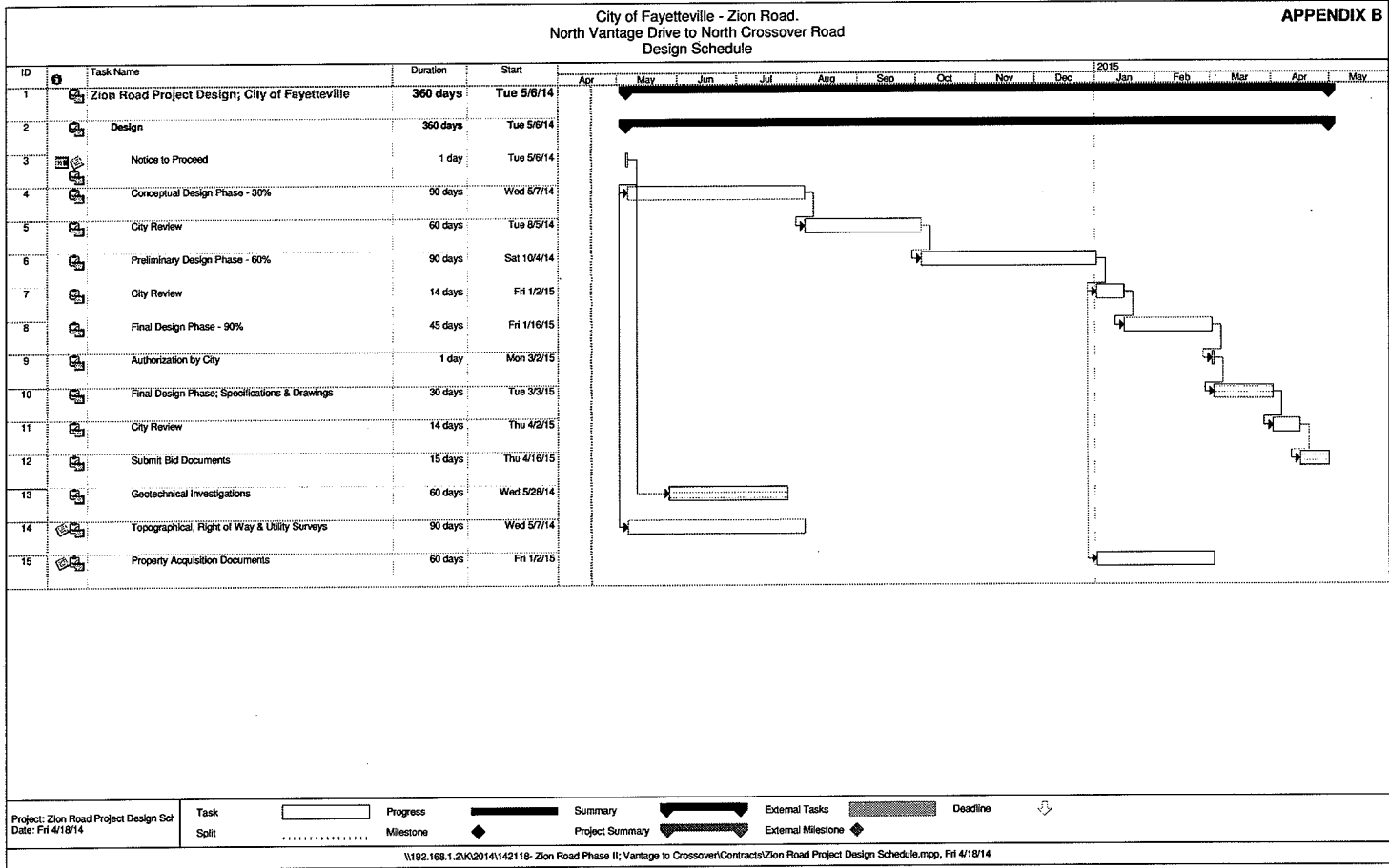
11. General

- a. All street construction shall follow the guidelines described in the CITY OF FAYETTEVILLE Street Design Standards.
- b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the CITY OF FAYETTEVILLE.
- c. Record drawings shall be provided on computer disc in AutoCAD format in addition to the reproducible drawings.
- d. Attendance at one public meeting for discussion of route, design, and construction is included.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

12. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the project schedule included as Appendix "B".
13. The ENGINEER should anticipate a 60 calendar day review period by the CITY OF FAYETTEVILLE between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
14. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
15. The ENGINEER will provide construction contract administration including advertisement and opening of bids.
16. The ENGINEER will provide construction observation services if requested by the CITY OF FAYETTEVILLE. Full time observation shall be provided during installation of water and sanitary sewer lines, all other observation services shall be as required by the nature of the construction activities, minimum 50% attendance. Services may include;
 1. Attend pre-construction meeting
 2. General construction administration.
 3. Change order preparation and review.
 4. Pay request review.
 5. Submittal review.
 6. Final inspection.

Provision of this service is not included within the scope of this contract and, if required, shall be negotiated as a contract amendment between The CITY OF FAYETTEVILLE and the ENGINEER when required.
17. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.





APPENDIX "C"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

ZION ROAD; NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER's Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Topographic, Boundary Mapping and Construction Layout for ROW & Easements	\$ 86,916
Hydrological Evaluation	\$ 3,500
Environmental Surveys and Permits	\$ (N/A)
Conceptual Design Phase	\$ 66,392
Preliminary Design Phase	\$ 68,214
Final Design Phase	\$ 34,930
Water Relocation Design	\$ 24,000
Sanitary Sewer Upgrade	\$ 68,400
Property Acquisition Documents	\$ 36,000
Bidding Services	\$ 7,500
Construction Administration	\$ 43,654

Geotechnical Investigation/ Report	\$ 6,500
Easement Research & ARKUPS	\$ 6,000
Construction Observation	\$ (N/A)

SUB-TOTAL Basic Services \$ 452,006

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses \$ 10,000

- The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed **\$ 462,006.**
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges.

Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

Appendix C-2

CITY OF FAYETTEVILLE ZION ROAD IMPROVEMENTS AMENDMENT No.1

FEE SUMMARY

Basic Services	Original Contract	Amendment No. 1	Total
Topographic, Boundary Mapping & Construction			
Layout for ROW & Easements	\$77,104	\$9,812	\$86,916
Hydrological Evaluation	\$3,500	\$0	\$3,500
30% Design	\$66,392	\$0	\$66,392
60% Design	\$68,214	\$0	\$68,214
Water Relocation	\$19,056	\$0	\$19,056
Sanitary Sewer Upgrade	\$0	\$41,035	\$41,035
90% Design	\$0	\$0	\$0
100% Design; Specs & Cost Estimate	\$34,930	\$0	\$34,930
Water Relocation	\$4,945	\$0	\$4,945
Sanitary Sewer Upgrade	\$0	\$27,365	\$27,365
Property Acquisition Documents	\$36,000	\$0	\$36,000
Bidding Services	\$7,500	\$0	\$7,500
Construction Administration	\$32,256	\$11,398	\$43,654
Basic Services NTE Fee	\$349,896	\$89,610	\$439,506
Special Services			
Geotechnical Investigation	\$6,500	\$0	\$6,500
Environmental Documentation	\$0		\$0
Easement Research & ARKUPS	\$5,000	\$1,000	\$6,000
Special Services NTE Fee	\$11,500	\$1,000	\$12,500
Grand Total	\$361,396	\$90,610	\$452,006
Reimbursable Expenses	\$10,000	\$0	\$10,000
Total NTE Fee	\$371,396	\$90,610	\$462,006

2013 - 2014
McCLELLAND CONSULTING ENGINEERS, INC.
*STANDARD HOURLY RATES
As of December 1, 2013

Clerical	\$45.00 - \$65.00
Construction Observer	\$55.00 - \$97.00
Chief Draftsman	\$68.00 - \$78.00
Draftsman	\$50.00 - \$69.00
Engineering Technician	\$55.00 - \$95.00
Geotech Engineer	\$84.00 - \$127.00
Principal Engineer	\$127.00 - \$175.00
Project Engineer	\$82.00 - \$128.00
Sr. Project Engineer	\$110.00 - \$120.00
Environmental Scientist/Designer	\$93.00 - \$105.00
Landscape Architect	\$60.00 - \$109.00
Media Specialist	\$55.00 - \$65.00
Project Accountant	\$60.00 - \$105.00
Project Manager	\$115.00 - \$135.00
Sr. Project Manager	\$127.00 - \$143.00
Registered Land Surveyor	\$100.00 - \$110.00
Soils Lab Supervisor	\$75.00 - \$127.00
Soils Lab Technician	\$42.00 - \$56.00
Specification Writer	\$48.00 - \$61.00
Survey Party Chief	\$75.00 - \$80.00
Survey (2 man or Robotic) Crew	\$107.00 - \$143.00
Survey (3 man) Crew	\$135.00 - \$175.00
Survey Field (1 Man or Rodman)	\$76.00 - \$80.00
Survey Technician	\$75.00 - \$95.00
Water Lab Supervisor	\$68.00 - \$85.00
Expenses	@ Cost
Mileage	56.5/mi
	current IRS rate

** Standard Hourly Rates may be adjusted annually in accordance with
the normal salary review practices of McClelland Consulting Engineers.*

City of Fayetteville Staff Review Form

2014-0343

Legistar File ID

August 19th, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brian Pugh

7/31/2014

Recycling & Trash Collection /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

Budget Impact:

5500.5060.5342.00		Recycling and Trash	
Account Number		Fund	
n/a		n/a	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 145,000.00
		Funds Obligated	\$ 58,217.09
		Current Balance	\$ 86,782.91
Does item have a cost?	Yes	Item Cost	\$ 9,400.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 800.00
		Remaining Budget	\$ 78,182.91

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Art Sculpture project at Marion Orton Recycling Drop Off Center

8/5/14

Paul A. Barber

8-5-2014

Don Men 8-5-14

[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19TH, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Transportation Services Director
Jeff Coles, Recycling and Trash Director

FROM: Brian Pugh, Waste Reduction Coordinator

DATE: July 31st, 2014

SUBJECT: Approve of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

RECOMMENDATION:

Approve of a contract with John Stalling Studio in the amount of \$9,400.00 for an Art Sculpture at the Marion Orton Recycling Drop Off Center and to approve a Budget Adjustment.

BACKGROUND:

The Recycling and Trash Collection Division is sponsoring a public art project for the Marion Orton Recycling Drop Off Center located at 735 W. North Street. The art project is for a sculpture to be placed along the Skull Creek Trail on the south side of the Marion Orton center.

DISCUSSION:

A Request for Proposal was released to the Art communities in the state and surrounding states on May 1st 2014 and a selection committee was developed from City staff, one alderman and a representative from the Fayetteville Arts Council. The selection committee convened on June 11th and reviewed 9 selections. The selection committee choose John Stalling, a local artist from Eureka Springs. In his description of work he describes the sculpture as emphasizing how recycling and nature are interconnected using symbols as a metaphor. A tree made from a concrete base with rebar as vines around the bottom trunk and overlapping aluminum cans to give a bark effect transitions into a large three branched tree which becomes the cradle for a large 8 foot recycling symbol. The branches will have aluminum cans cut in the shape of leaves and attached to the branches with a type of pin and hole technique that allows each leaf to quiver and reflect light in the breeze.

The Fayetteville Arts Council unanimously approved the project at their last meeting on July 16th. Included in this project is a donation in the amount of \$800 that was received from a 2013 Earth Day fundraiser by McNair Middle School. The revenue was receipted into a miscellaneous revenue account in 2013 and moved into a Use of Fund Balance account at the end of 2013. The \$800 is now being requested in order to fulfil the obligation from the City to use the \$800 as part of this project.

BUDGET/STAFF IMPACT:

This project was budgeted in 5500.5060.5342.00 and will also include \$800 from the Use of Fund Balance and recognized in a budget adjustment. The total cost of the project is \$9,400.

Attachments:

Budget Adjustment
Purchase Order
Contract
Proposal

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH JOHN STALLING STUDIO IN THE AMOUNT OF \$9,400.00 FOR AN ART SCULPTURE TO BE INSTALLED AT THE MARION ORTON RECYCLING DROP OFF CENTER, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop off Center.

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

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

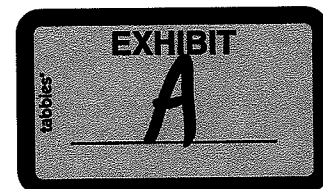
By: _____
LIONELD JORDAN, Mayor

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

Budget Year	Division: Recycling & Trash Collection	Adjustment Number 5 of 16
2014	Dept.: Transportation Services	
	Requestor: Brian Pugh	

Recognize \$800 from donation received into miscellaneous revenue account in 2013, moved to Use of Fund Balance at the end of 2013, to be used in Art Sculpture project.

	COUNCIL DATE:	8/19/2014
	LEGISTAR FILE ID#:	2014-0343
	Kevin Springer	
	7/30/2014 5:08 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:

 Date: **7/31/2014**
 Art Sculpture at the Marion Orton
 Recycling Drop Off Center
 6 of 16

P.O Number:

Mail ☐ Yes ☐ No

Legistar#:

2014-0343Taxable
☐ Yes ☐ No

Expected Delivery Date:

Quotes Attached
☐ Yes ☐ No

Extension:

7685

Requester's Employee #:

2133Vendor #: **24728**Vendor Name: **John Stalling Studio**

Address:

FOB Point:

City:

State:

Zip Code:

Ship to code:

170Requester: **Brian Pugh**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Art Sculpture at Marion Orton Recycling Drop Off Center	1	Job	9,400.00	\$9,400.00	5500.5060.5342.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$9,400.00**Tax: **\$0.00**Total: **\$9,400.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Contract for Commission of Public Art

THIS AGREEMENT, dated as of **July 21st, 2014** is made by and between the City of Fayetteville, an Arkansas municipal corporation (the "City"), and **John Stalling** (the "Artist").

WHEREAS, the City has allocated funds for the acquisition of artwork (the "Work") to be installed at the Marion Orton Recycling Center, 735 W. North Street, Fayetteville, Arkansas; and

WHEREAS, a request for proposal was issued by the City on **May 1st, 2014** and the City selected the proposal submitted by **John Stalling**

NOW THEREFORE, the parties mutually agree as follows:

1. Description of the Artwork - Submitted by John Stalling

The idea behind this proposal is to emphasize how recycling and nature are interconnected using symbols as metaphor. When a bridge is demolished, the pieces of concrete with twisted rebar are removed and disposed of. This gave me the idea of using a fragment of broken concrete as the foundation for the roots of a tree to spring from.

Being an artist blacksmith in Eureka Springs, I would start forging the rebar to transition into roots that move up into the tree as roots and vine. The trunk of the tree would be barked with flattened, overlapping aluminum cans introducing color and producing an interesting bark effect. I see the trunk of the tree extending up 10 feet where it divides into three branches. The three branches become the cradle for the recycling symbol. The limbs continue to extend out and beyond the symbolic recycling structure, which is basically an 8 foot equilateral triangle, another 3 to 4 feet making the overall width of the canopy 14 to 15 feet width and 2 foot depth.

The tapering branches made from forged stainless steel will have a combination of stainless steel leaves, and road reflectors disks and will be supported with a type of pin and hole technique, allowing each reflector and leaf to quiver in the breeze and reflect light.

The overall effect of the sculpture can be easily understood as a metaphor for the connection between recycling and nature. Kinetic sculpture has a compelling aesthetic presence about it and can support the visual experience; however I believe this sculpture could be very effective as a stationary work.

My occupation of metal smith supports this project in a targeted way, as you may see by the some of the pictures of work I have sent. My living close by in Eureka Springs is also huge plus geographically for all concerned. I would to like to sincerely thank the juror's for their consideration.

2. Permanent Location. Marion Orton Recycling Center, 735 W. North Street, Fayetteville, Arkansas.

3. Changes in Design. The Artist shall create the Work in accordance with the proposed and approved design. Recognizing that the change in scale from model/maquette to full scale

may require adjustments, the Artist has the right to make minor changes in the Work that are structurally and aesthetically necessary. Any change in scope, design, or material that significantly alters the original and approved concept and design of the Work or affects installation, scheduling, site preparation, location or maintenance for the Work shall require the prior review and written approval of the City. Approval of the design shall be in writing addressed to Artist.

4. **Site Preparations.** The City shall provide a concrete pad on the site. The Artist shall be responsible for the delivery and transportation of the Work to the site, and for all expenses, labor and equipment to prepare the Site for the timely installation of the Work. Artist shall be responsible for ensuring that the site is sufficient to support the Work prior to installation. Once installation has begun, the site shall be deemed approved by the Artist.
5. **Price.** As payment for the services of the Artist and for the completed Work, the City will pay the Artist a total of **\$9,400** which shall constitute full compensation from the City to the Artist for all costs incurred in the design and creation of the Work, including, but not limited to fees, materials, labor of the Artist and the Artist's assistants and contractors, studio and operating costs applicable to this project, travel costs for the Artist to visit and research the Site, transportation of the Work to the Site, and any costs incurred by the Artist for installation of the Work at the Site.
6. **Installation and Time Schedule.** The Artist will coordinate all Site preparation, installation plans, and timetables with the City. The Artist shall deliver and complete installation of the Work no later than **November 10, 2014** (the "Completion Date"). All arrangements for, and costs of insurance and transportation of the Work to the Site are the responsibility of the Artist.

In the event that, through the fault of the Artist (as determined by the City), the Work is not completed and installed by the Completion Date, the amount of 10% of the balance due shall be deducted every fourteen calendar days until the installation is completed. The Artist may request an extension of the Completion Date from the City. Requests for extensions must be in writing and be submitted within 10 days of Artist's knowledge of a delay, but no later than fourteen calendar days prior to the Completion Date. If the extension is granted, a new Completion Date shall be agreed upon in writing and such change shall not affect any other provisions of this Agreement. In recognition of the significant engineering and infrastructure components involved in the Work, requests for extensions of time shall not be unreasonably refused.

7. **Official Acceptance.** Payment to the Artist may not occur until the City has accepted the Work. Such acceptance by the City may occur only after the Artist has complied with all of Artist's obligations hereunder. The City will examine the final installed Work and take official ownership by sending a letter of acceptance of the Work to the Artist.
8. **Inspection and Review.** The City reserves the right to inspect and review the Work upon

reasonable notice at any time while materials for the Work are on the Artist's premises or in transit.

9. **Artist as Independent Contractor.** The Artist agrees to perform all work and services under this Agreement as an independent contractor and not as an agent or employee of the City. Any and all employees of the Artist engaged in the performance of any work or services required by the Artist under this Agreement shall be considered employees of the Artist only. The Artist shall furnish all supervision, labor, supplies, materials, insurance, and other incidentals needed to complete this Agreement.
10. **Public Notice.** The City shall prepare and install at the site a plaque identifying the Artist and title of the work.
11. **Warranties.** The Artist warrants that the Work is the original product of the Artist's own creative efforts. The Artist also warrants that the Work is unique and that the Work or a duplicate thereof has not been accepted for sale elsewhere, unless, as stipulated to the City at the time this Agreement is signed, the Work is known by the City as one of a limited edition.

The Artist warrants that the execution and fabrication of the Work will be performed in a professional manner and that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work. The Artist shall guarantee and maintain the Work from faults of material and workmanship for a period of one year after the acceptance date.

The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the proposal for the Work previously approved.

12. **Assignment of Work.** The Work and services required of the Artist under this Agreement are personal and shall not be assigned, sublet, or transferred. This shall not prohibit the Artist from employing or subcontracting qualified personnel who shall work directly under the Artist's supervision.
13. **Indemnity and Liability.** The Artist does release and agree to save and hold harmless the City, and its officers, officials, members, agents, and employees from any and all causes of action, suits in law of equity, or demands or claims, or from any liability of any nature arising out of the construction and creation of the Work and from any obligations made by the Artist or the Artist's agents and/or employees. All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Artist during any and all operations, including creation, transit and storage by the Artist, which take place on other than the Site. In case of accident to or destruction or damage to the Work while the Work is being created, transported or stored by or on behalf of the Artist, the Artist shall re-fabricate the Work under the same terms and conditions as set forth in this agreement.

The Artist shall be responsible for all damage, claims, and liability arising from, growing out of damages caused by the Artist or the Artist's employees or claims that may occur as a result of the Artist's breach of warranties provided in Section 11.

14. **Compliance with Laws.** The Artist shall observe and comply with all applicable statutes, orders, ordinances and regulations of the City, the County of Washington, the State of Arkansas, the federal government and any other governmental authority having jurisdiction over the site or the Work.
15. **Copyright.** The Artist hereby transfers to the City every right available to the Artist in common law, under the Federal Copyright Act, or other applicable state or federal law, and all other rights in and to the work. The City shall have the right to photographically or mechanically reproduce the Work for sale without written agreement of the artist. All reproductions of the Work by the City shall contain a credit to the Artist. The City agrees that Artist may use photographs of the Work for purposes of advertising and promotion or inclusion in publications about Artist or Artist's works. The Artist agrees to give credit in the following form: "Original owned by City of Fayetteville, Arkansas" in any public showing of any reproductions or photographs of the Work.
16. **Alteration of the Work.** The City agrees that it will not intentionally alter, modify or change the Work without the prior written approval of the Artist. If any changes, alterations or modifications occur to the Work after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Work, the Work will no longer be represented as the Work of the Artist upon receipt of a written request to that effect from the Artist.

Nothing in this section shall preclude any right of the City to: 1) remove the Work from public display or 2) destroy the Work. If the City shall at any time decide to destroy the Work, it shall, by notice to the Artist, offer the Artist a reasonable opportunity to reacquire the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction.

17. **Relocation.** The Work shall be placed on the Site designated in Section 2 of this Agreement. Should the Site prove to be unacceptable or unavailable to the City after the signing of this Agreement, an alternative site may be chosen by the City.
18. **Termination.** In the event this Agreement is terminated by the City without fault on the part of the Artist, the Artist shall be entitled to a final payment or settlement as set forth in either of the following, at the option of the Artist:
 - A. The Artist shall be paid an amount equal to the percentage of the Work completed at the time the Agreement is terminated as determined by mutual agreement between the City and the Artist. The Artist shall deliver to the City the Work in whatever form it exists at the time of termination which shall then become the

property of City for use without restriction, except that it shall not be represented to be the completed Work of the Artist; or

- B. The Artist may refuse payment and retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for the Artist's own use without restrictions.

In the event this Agreement is terminated by City for fault on the part of the Artist, or because of the disability of the Artist; or is terminated automatically because of the death of the Artist; or in the event of any breach of its terms by the Artist, the City may select and impose either of the options that would have been available to the Artist in this Section. Exercise of either of these options by the City shall not prevent the City from pursuing a remedy otherwise available to it in law or equity.

19. **Modifications of this Agreement.** No alterations, changes or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.
20. **Payment.** Payment shall be issued to the Artist within thirty days after official acceptance by the City. However, a completed IRS Form W-9 must be provided to the City prior to any payment being issued.
21. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of the City or Artist shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Artist therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
22. **Controlling Law.** This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas.
23. **Entire Agreement.** This Agreement represents the entire agreement between City and Artist.

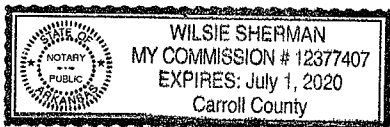
IN WITNESS WHEREOF, the undersigned hereunto set hands and seals, this 22nd
day of July, 2014.

ARTIST

APPROVED:

By: John Stalling
(Artist Name)

Date: July 22, 14



Wilsie Sherman

CITY OF FAYETTEVILLE

APPROVED:

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk

◆ JOHN STALLING ◆

22 Forest Lane, Eureka Springs, Arkansas 72632 ◆ Cell: 479-253-3353
jstallingstudios@sbcglobal.net

Proposal for Recycling Sculpture

The idea behind this proposal is to emphasize how recycling and nature are interconnected using symbols as metaphor. When a bridge is demolished, the pieces of concrete with twisted rebar are removed and disposed of. This gave me the idea of using a fragment of broken concrete as the foundation for the roots of a tree to spring from.

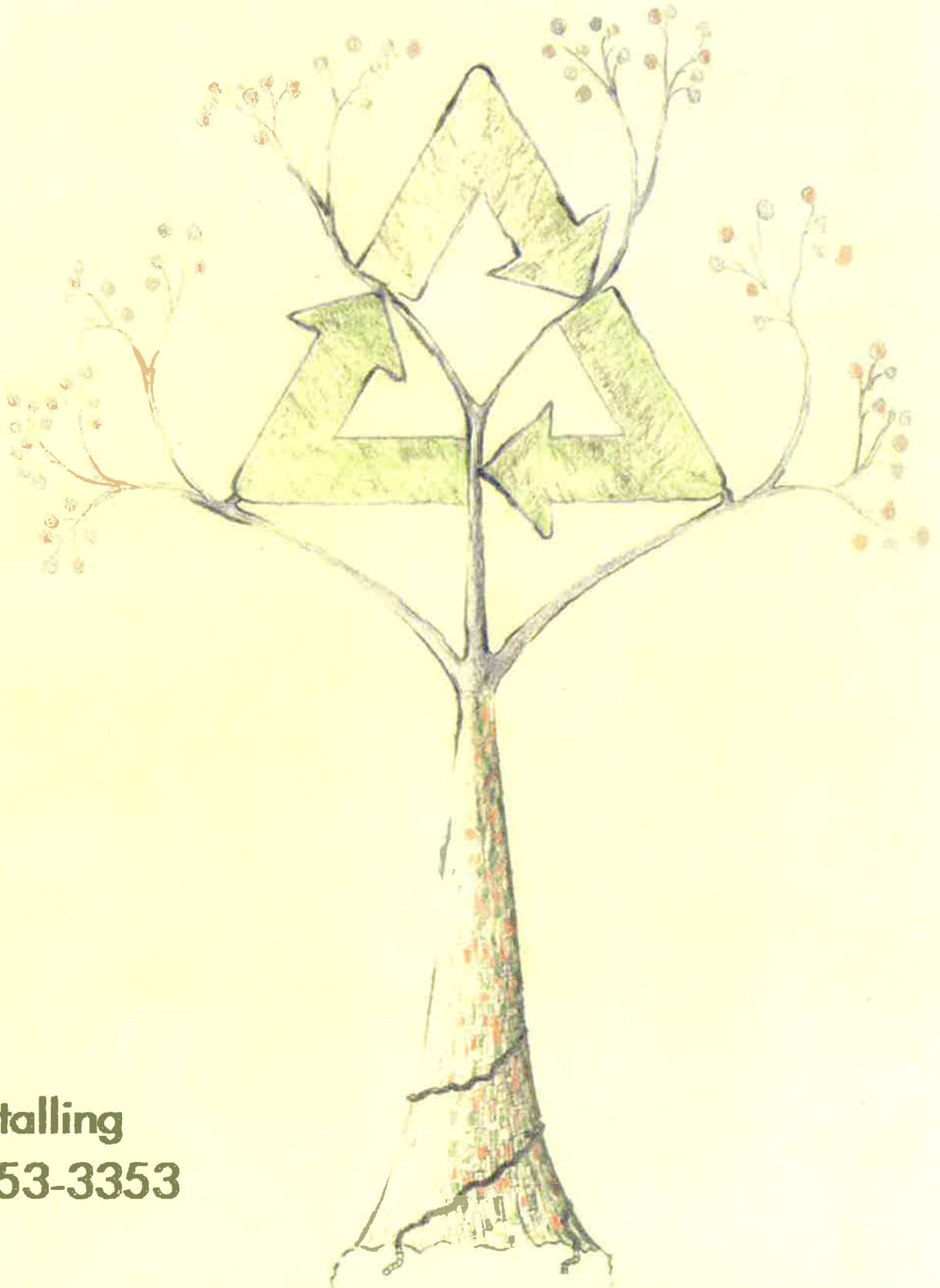
Being an artist blacksmith in Eureka Springs, I would start forging the rebar to transition into roots that move up into the tree as roots and vine. The trunk of the tree would be barked with flattened, overlapping aluminum cans introducing color and producing an interesting bark effect. I see the trunk of the tree extending up 10 feet where it divides into three branches. The three branches become the cradle for the recycling symbol. At the point of the separation of trunk and branches, a tapered shaft and bearing is installed which allows the entire upper canopy with the recycling symbol structure, made from 12 inch round stainless steel, to rotate freely in the breeze by adapting the forms to catch the wind movement. (I have just installed a 22 foot kinetic sculpture in Eureka at the new restaurant Fresh on north main and am interested in exploring further the possibility of movement in my sculpture.)

The limbs continue to extend out and beyond the symbolic recycling structure, which is basically an 8 foot equilateral triangle, another 3 to 4 feet making the overall width of the canopy 14 to 15 feet width and 2 foot depth.

The tapering branches made from forged stainless steel will have road reflectors disks and aluminum can leaves that have been crushed vertically to produce leaf or berry forms and will be supported with a type of pin and hole technique, allowing each reflector and leaf to quiver in the breeze and reflect light.

The overall effect of the sculpture can be easily understood as a metaphor for the connection between recycling and nature. Kinetic sculpture has a compelling aesthetic presence about it and can support the visual experience; however I believe this sculpture could be very effective as a stationary work.

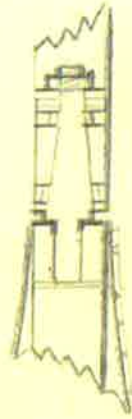
My occupation of metal smith supports this project in a targeted way, as you may see by the some of the pictures of work I have sent. My living close by in Eureka Springs is also huge plus geographically for all concerned. I would like to sincerely thank the juror's for their consideration.



John Stalling
479-253-3353

Dimensions: 20' H x 14' W x 4' diameter @ base

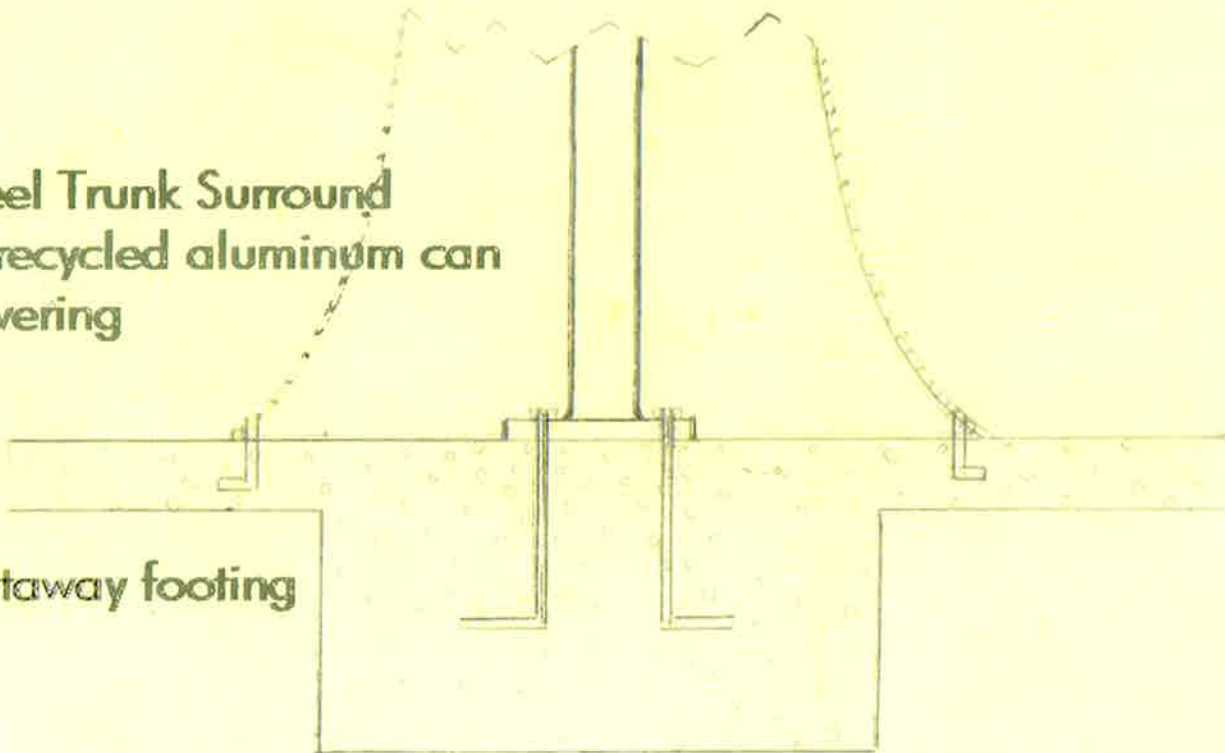
Bearing Assembly



Steel Center Support Column

Steel Trunk Surround
w/recycled aluminum can
covering

Cutaway footing



JOHN STALLING

22 Forest Lane, Eureka Springs, Arkansas 72632 ♦ Cell: 479-253-3353
jstallingstudios@sbcglobal.net

Materials list with labor cost ——— excluding concrete

1. Welding, forging and assembly—————	\$4800.00
2. Stainless Stainless and all other metal material cost——	\$1900.00
3. Bearing and assembly costs —————	\$ 900.00
4. Coatings—————	\$ 200.00
5. Transportation and installation—————	\$ 600.00
6. Design—————	<u>\$1000.00</u>
 Total—————	 \$9400.00

City of Fayetteville Staff Review Form

2014-0349

Legistar File ID

8/19/2014

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

Dale Vanderford

7/31/2014

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with CivicPlus in the amount of \$65,714.00 plus a project contingency of \$6,571.00 and taxes of \$6,407.12 for Website Redesign and Hosting of Accessfayetteville and the Citynet Intranet websites.

Budget Impact:

4470.9470.5315.00

1010 - General

Account Number

Fund

04047.1

AccessFayetteville Technical Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 118,921.00

Funds Obligated \$ 9,547.00

Current Balance \$ 109,374.00

Does item have a cost? Yes

Item Cost \$ 78,692.12

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 30,681.88

V20140710

Previous Ordinance or Resolution #

Original Contract Number:



Approval Date:

Comments: Item cost includes the contract the amount of \$65,714.00 plus a project contingency of \$6,571.00 and taxes of \$6407.12.

8/6/14

Paul A. Beben 8-6-2014

CITY COUNCIL AGENDA MEMO

MEETING OF: 08/19/2014

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Dale Vanderford, Project Manager of Information Technology
DATE: Wednesday, July 30, 2014
SUBJECT: CivicPlus Contract to replace AccessFayetteville website and CityNet intranet site

RECOMMENDATION:

It is the desire of the City to have a single, state of the art web content management design platform for the City. The City solicited competitive proposals from firms, via RFP 14-07, capable of providing a single web content management system that could replace the two, now aging systems in place today that are obsolete and not compatible with newer Operating systems and web browsers. This new Web Content management system has the features and interoperability desired for this type of system and can provide integration into the existing systems currently owned by the City, such as web payments.

The City advertised, requesting proposals from firms capable of providing the access control and security system in April, 2014. Proposals were received in May, 2014. A total of four firms responded. The selection committee voted in favor of recommending a contract to CivicPlus.

BACKGROUND:

This resolution will approve the contract for the site re-design for both "AccessFayetteville" and "CityNet" and replacement of the two sites, with a modern, hosted infrastructure that is wholly supported offsite at the vendor, while allowing more ubiquitous web design throughout the City. The new CivicPlus sites will give the departments increased flexibility for accessing and updating departmental data on websites, which will be beneficial for the quick dissemination of data to residents of the City.

This item also includes the initial year of hosting both websites, with 2 additional 1 year renewals.

DISCUSSION:

None

BUDGET/STAFF IMPACT:

There is currently \$109,374 budgeted in the Sales Tax Capital Improvements Fund for the initial design and hosting of the first year. The subsequent ongoing annual hosting costs will be programmed in General Fund within the Information Technology Division's budget starting in 2016.

City of Fayetteville, Arkansas					
RFP 14-07, Website Redesign and Hosting					
Cost Allocation Summary: Design and Hosting					
Item	Location	New Contract / Base Bid Price –	Contingency (10% of Civic Plus Contract Pricing)	Taxes	Total Cost
1	Website Design	\$65,714.00	\$6,571.00	\$6,407.12	\$78,692.12
2	Hosting Year 1	Included in Website Design Costs	\$0		\$0
3	Hosting Year 2	\$7,651.00	NA	\$745.97	\$8,396.97
4	Hosting Year 3	\$8,033.55	NA	\$783.27	\$8,816.82
5	Hosting Year 4	\$8,435.23	NA	\$822.43	\$9,257.66
4- Year Cost					\$105,163.57

Attachments:

RFP 14-07
CivicPlus RFP Response
CivicPlus Contract
Civic Plus Memo
Civic Plus Form

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH ICON ENTERPRISES, INC. DOING BUSINESS AS CIVICPLUS IN THE AMOUNT OF \$65,714.00 PLUS APPLICABLE TAXES FOR CITY WEBSITE AND INTRANET REDESIGN AND HOSTING, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,571.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a contract with Icon Enterprises, Inc. doing business as CivicPlus in the amount of \$65,714.00 plus applicable taxes for redesign and hosting of the City of Fayetteville website and intranet, and further approves a project contingency in the amount of \$6,571.00.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: CivicPlus (Website Redesign) 7/31/2014 5 of 138				
Vendor #: _____ Vendor Name: CivicPlus							P.O Number:				
							Mail ☒ Yes ☐ No				
Address: 317 Houston Street					FOB Point:		Taxable ☒ Yes ☐ No		Legistar#: 2014-0349 Expected Delivery Date: 08/30/2014		
City: Manhattan			State: KS		Zip Code: 66502		Ship to code:				Quotes Attached ☒ Yes ☐ No
Requester: Dale Vanderford						Requester's Employee #: NA		Extension: 8320			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #		
1	Web Consulting and design services	1		65,714.00	\$65,714.00	4470.9470.5315.00	04047.1	NA			
2	Sales Tax	1		6,407.12	\$6,407.12	4470.9470.5315.00	04047.1	NA			
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: \$72,121.12				
							Tax: \$0.00				
							Total: \$72,121.12				
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Chief Financial Officer: _____				Budget Director: _____				IT Director: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			



RFP (REQUEST FOR PROPOSAL)

TDD (Telecommunication Device for the Deaf): 479.521.1316

A. 7
CivicPlus (Website Redesign)
City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

REQUEST FOR PROPOSAL: RFP 14-07, Content Management System & Web Design Services

DEADLINE: Friday, April 28, 2014 before 2:00:00 PM, local time

PRE-PROPOSAL TELECONFERENCE: Friday, April 04, 2014 at 10:00 AM, local time

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

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday, March 21, 2014

REQUEST FOR PROPOSAL

RFP 14-07, Content Management System & Web Design Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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 submitting, 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 Agent.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

**City of Fayetteville, AR
Request for Proposal
RFP 14-07, Content Management System & Web Design Services**

The City of Fayetteville is seeking to replace its public website, "Access Fayetteville", as well as its Intranet site, "City Net", to enhance the user experience, add functionality, simplify the content management and editing processes, and provide better information and customer service to its community and employees, while meeting high standards for design quality and visual appeal.

In addition to providing the content management system, the City is looking for consulting and design services to create the new web presence that has a consistent look and feel throughout, as well as work in conjunction with departments to analyze their current content for inclusion and to assist with identifying new content and functionality that should be part of the new site.

The solution proposed may be a hosted content management system, a Software as a Service (SaaS) offering on a subscription basis, or an on premise solution. The City strongly prefers a hosted or SaaS offering as opposed to an onsite solution.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, 72701 by **Friday, April 28, 2014 before 2:00:00 PM**, local time. No late submittals shall be accepted.

A non-mandatory pre-proposal teleconference will be held on Friday, April 04, 2014. Interested parties are welcome to join the teleconference as directed in the RFP.

Forms & addendums can be downloaded from the City's web site at <http://bids.accessfayetteville.org>. All questions regarding the process shall be directed to Andrea Foren, CPPB, CPPO at aforen@fayetteville-ar.gov or (479) 575-8220.

Proposals submitted 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 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.

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, CPPO, CPPB
Title: Purchasing Agent
Ad date: 3/21/2014

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1 General Terms & Conditions

Submission Requirements

SUBMISSION OF A PROPOSAL SHALL INCLUDE:

- a. Compliance with the "Proposal Response Format" as specified in Section 3.
- b. All Proposers shall submit ten (10) sets 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 for the narrative response and two (2) MS-Excel spreadsheets. The two spreadsheets to be included are: (1) MS-Excel spreadsheet for the software specifications and one (1) MS-Excel spreadsheet for pricing as provided.** The use of Adobe PDF documents is strongly recommended for the narrative, but **NOT** for the Spreadsheets. Vendors must provide electronic copies of their completed software specification and pricing spreadsheets in their native Excel format for the City's analysis. 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 printed vendor proposal submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- c. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's 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.
- d. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- e. 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.
- f. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- g. 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.
- h. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

Pre-Proposal Meeting

The Pre-Proposal Meeting will be held on **Friday, April 04, 2014 at 10:00 AM local time.**
Interested parties are welcome to join the teleconference by calling 866-784-9182, Participant passcode# 9402121.

This is a non-mandatory teleconference is an opportunity for interested vendors to visit with City staff to ask questions about the RFP and review the current website. All inquiries regarding this meeting should be coordinated with aforen@fayetteville-ar.gov or (479) 575-8220.

Written Requests for Clarifications

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.

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.
- 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.

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. Detailed information about the process can be found in Section 2.11.

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.

Oral Presentations:

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

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 "Limited Authority of City Employee to Provide Services to the City".
- 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 Proposer'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.

Withdrawal of Proposal:

A proposal may be withdrawn at any time.

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. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

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.

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."

Right to Audit, FOIA, and Jurisdiction:

- 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.

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 services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

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.

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.

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 allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

Cancellation:

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) 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.

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.

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-phase contracts, this provision shall apply separately to each item.

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.

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.

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.

Other General Conditions:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification 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 Proposer 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.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. 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.
- h. 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.
- i. 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 controlled 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.
- j. 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.

- k. 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.

Included Documents

The following documents are included with this solicitation. **Vendors shall e-mail Andrea Foren, City Purchasing Agent to receive these forms:**

- Appendix A – City Organizational Chart
- Appendix B – Software Specifications
- Appendix C – Proposal Pricing Forms
- Appendix D – Word Forms

2 Scope of Services and General Information

Overview:

The City of Fayetteville is seeking to replace its public website, "Access Fayetteville", as well as its Intranet site, "City Net", to enhance the user experience, simplify content management, and provide better information and customer service to its community and employees, while meeting high standards for design quality and visual appeal. Within the City, the management of online content has been decentralized to some extent, with the assistance of a handful of "power users." The City intends to more fully decentralize content management to multiple content managers in each City department, while maintaining a common look and feel throughout the site through the use of common design templates. The solution proposed may be a hosted content management system, a Software as a Service (SaaS) offering on a subscription basis or an on premise solution. However, the City strongly prefers a hosted or SaaS offering as opposed to an on premise solution. The services requested will require proven, previous hands on experience with hardware and software currently being used by the City of Fayetteville. Proposals shall contain an all-inclusive hourly rate.

Intent:

The City of Fayetteville is seeking to enter into a professional services agreement with a qualified vendor to design and implement a new City website based on the above strategy. The City's website URL is currently <http://www.accessfayetteville.org> but is seeking to transition to a new URL upon the launch of a new website.

The City of Fayetteville is actively seeking a qualified web vendor with extensive municipal experience to replace the existing website. The City's emphasis is on incorporating extensive content management tools and database driven architecture while providing a user-friendly and intuitive site structure and an interface that is both attractive and ADA compliant.

Current Technology Infrastructure:

- a. 28 sites exist on the City's network
 - i. Eight (8) are connected through a fiber network
 - ii. Nineteen (19) are on a leased, high speed TELCO connections
 - iii. One (1) is connected using site-to-site VPN across the internet
- b. 50MB Internet Connection, 25 useable for the proposed solution
- c. Standard Server: Windows Server 2008 R2
- d. Standard Database: MS SQL 2008 R2 64-Bit.
- e. Standard Desktop OS: Windows 7 Desktop Operating System
- f. Standard Browser: Internet Explorer 11
- g. Standard Office Suite: Microsoft Office 365 with Online Exchange email

Current Technology Applications:

The custom applications listed below will need some customizations that will need to be retro-fitted from the current System, but they will need to be scoped and estimated outside of this process. These items are provided for informational purposes and should not be considered in the overall work effort of this project.

- a. Serena Collage Content Management System (existing Content Management system)
- b. Custom built "Online Bill Payment" (will need to customize)
- c. Custom built "Business License" application (will need to customize)
- d. ESRI GIS system publishing
- e. Custom built Interface for integration into the "Hansen Enterprise System" (will need to customize)
- f. Custom built interface to the "ApplicationXtender" Document Management System (will need to customize)

Scope of Work:

In serving this contract, the selected entity will be expected to provide the following software and services:

- a. Software
 - 1. General Web Content Management
 - 2. Design and Web Content Editor
 - 3. Any other necessary software components to support the proposed solution
- b. Services
 - 1. General Implementation
 - 2. Project Management
 - 3. Software Installation / Configuration at Vendor
 - 4. Site Design
 - 5. Content Review
 - 6. Data Conversion
 - 7. Integrations and Interfaces
 - 8. Training
 - 9. Testing
 - 10. System Documentation and Manuals
 - 11. Disaster Recovery Plan Development

Contract Formation:

If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking proposer fail, negotiations shall be initiated with the next highest ranking proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

Proposal Content:

Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal.

Term of Contract:

The initial term of the contract shall be for a one year period. The contract shall be renewable by mutual consent, on a mutually agreed basis. 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. The City reserves the right not to use the "primary" contract solely. The City reserves the right to contract with any firm responding to this request, based on specific project needs and experience needed.

Demonstrations & Oral Presentations:

Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

Anticipated Project Timeline:

Note: *subject to change*

Date	Time	Description
Friday, March 21, 2014	N/A	Advertisement for RFP
Friday, April 18, 2014	Before 2:00 PM	Deadline to submit a Proposal
Wednesday, April 30, 2014	By 6:00 PM	Notify firms for interview/demonstrations
May 12 – May 16, 2014	TBD	Interviews/demonstrations with short listed firms
Tuesday, June 10, 2014	N/A	Contract negotiations finalized and contract signed by Vendor
Friday, June 13, 2014	4:00 PM	Internal deadline for packet to be turned into City Clerk's Office for 7/01/14 City Council Meeting
Tuesday, June 24, 2014	4:30 PM	Agenda Session for 7/01/14 City Council Meeting
Tuesday, July 01, 2014	6:00 PM	City Council Meeting to consider contract

Selection Criteria:

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

Responses to this RFP will be evaluated by the Selection Committee consisting of various stakeholders within the City. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in the RFP.

The City will evaluate the following in relation to the selection criteria further outlined in the RFP:

- **Response Timeliness:** RFP response shall be submitted by the due date and time
- **Response Authorization:** The RFP response shall be signed by a company officer
- **Response Completeness:** Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the City's Purchasing Division to be either a defect that the division will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP
- **Specification Response Format:** Vendors shall include ten (10) physical identical copies and one electronic copy of the Proposal (PDF or Word), completed specification worksheet in the Excel format provided, completed Pricing Worksheet in the Excel format provided. Please refer to Section 1.1, Item b for the exact requirements
- **Relevance of Solution:** Minimum of three (3) current installations of proposed software product with clients of similar size and complexity of the City of Fayetteville
- **Experience of Implementer:** Vendor has performed at least three (3) conversions/implementations of the proposed CMS solution in the last two (2) years
 - CMS functional requirements
 - Implementation approach and methodology
 - Technical requirements
 - Staffing and experience of proposed implementation team
 - General Vendor, including company history and financial stability

- Completeness of response and overall quality of proposal response
- Follow-up questions and answers with the vendors
- On-site vendor demonstrations to include functionality demonstrations, technical demonstrations, methodology / service presentation and other due diligence
- Reference checking with comparable entities using the vendor's product
- Potential site visits to comparable entities using the vendor's product
- Best and Final Offer (BAFO) process with finalist vendors

At any point in time during Round 3 evaluation, a vendor may be excluded by the City from further consideration. At the conclusion of the Round 3 activities, the remaining finalist vendors will be assessed by the selection committee on all information collected to date and evaluated and weighted against the following criteria:

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.

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 proposed staff. This section of the evaluation criteria includes the amount of work presently underway for each firm; therefore, vendors are asked to present this in proposal response.

20% **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 scope of work. Include with this the amount of work presently underway.

15% **Past Performance:** Previous performance, both at the City and with other customers shall be considered a significant factor. References, combined with previous evaluations from the City, if available, will be used to score the professional firm's ability to satisfy this requirement. The bidding firm will provide a list of similar jobs performed and person whom the City can contact for information.

15% **Price:** Complete the pricing sheet for all services described herein including but not limited to fees for services, travel, lodging, re-location fees, etc.

3 **Proposal Response Format**

Introduction

To facilitate the analysis of responses to this RFP, all Proposers should prepare their proposals in accordance with the instructions outlined in this section.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
	Included Cover Sheet from the front page of this document / Transmittal letter
1	Executive Summary
2	Company Background
3	Proposed Solution
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support and Maintenance
7	Response To Software Requirements
8	Vendor Questionnaire
9	Response to Technical Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda (if applicable)
15	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

This document has been provided electronically to assist in the preparation of the Vendor proposal.

Costs for the vendor's proposed solution should be submitted on the proposal pricing forms provided in the attached Microsoft Excel file. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1.1 Cover Sheet / Transmittal Letter

The vendor shall submit a cover sheet (as provided on the Front Page of this RFP) on the form provided. Additionally, the vendor shall provide a brief transmittal letter which must identify the primary engagement contact for the software vendor, including a valid e-mail address and, telephone number and must be signed by an individual who is authorized to bind his or her firm to all statements, including services and prices, contained in the proposal. The cover letter must state who the proposed prime contractor is, and name the participating vendors. The letter of transmittal should not include cost quotations.

3.1.2 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) single-sided pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.1.3 Company Background (Section 2)

In addition to providing responses to the following items, the vendor shall complete the company background form in section 5.2 of this RFP.

Vendors shall provide company information to enable the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. Information which should be included are as follows:

- The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organizational charts.
- Vendors shall provide information detailing the company's long-term stability in addition to a current Dunn & Bradstreet report (D&B) as part of the proposal response.

- c. Any vendor proposing to use a subcontractor on this project shall also provide background information on the subcontractor, vendor relationship with the firm and specific services and/or products the subcontractor will be providing on the project. Include whether the parties collaborated previously and the intended relationship and reporting structure for the proposed project. A complete list of subcontractors is required. The City has the right to approve or reject all sub-contractors of the vendor.
- d. Any material (including letters of support or endorsement from clients) indicative of the vendor's capabilities.
- e. Disclosure of any known or planned sale, merger or acquisition of vendors' company/ies.

Please provide this information on both the product OEM and the Implementation Vendor, if applicable.

Proposed Solution (Section 3)

3.1.4 Content Management Software (Section 3.1)

All vendors are required to provide a general description of the application program product and how the requirements of this RFP will be met. This section shall address, at a minimum, the following items:

- a. Describe the overall proposed solution.
- b. Describe the product direction for the company's software, including time frames.
- c. Describe unique aspects of the vendor's solution in the marketplace.
- d. Describe components of the solution that are industry standards versus being proprietary to the vendor.
- e. For third party hosted products proposed that are proposed with the vendor's services and solution, provide the following for each 3rd party product or service:
- f. Nature of relationship with the third-party vendor,
- g. Reason that this product is a hosted, third-party product versus being part of the software vendor's offering,
- h. Length of the existing relationship; and
- i. Extent to which this third-party hosting product is integrated with the vendor's solution.
- j. Include a statement about whether the vendor's contract will encompass the third-party hosting product and/or whether the City will have to contract on its own for continued hosting.
- k. Provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the hosted solution.
- l. Include a description of any products, features or other value added components available for use with the proposed solution that have not been specifically requested in this RFP. Does your company offer any pre-built, designed offerings? Consideration of these products features or other value added components will be given where these may be of value to the City.

3.1.5 Technical Environment (Section 3.2)

Vendors shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current / planned technologies being used in the City as described in Section 2.3 of the RFP.

Describe the overall system architecture: What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe the solution's compatibility with the City's existing desktop and note what vendors you partner with or recommend and/or support.

Implementation Plan (Section 4)

Vendors shall provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following sections:

- a. General Implementation Approach
- b. Project Management Approach
- c. Software Installation and Hardware Installation Coordination / Configuration at Vendor
- d. Site Design
- e. Content Review
- f. Data Conversion Plan
- g. Integrations and Interfaces

- h. Training
- i. Testing
- j. System Documentation and Manuals
- k. Disaster Recovery Plan
- l. Knowledge Transfer
- m. Additional Information

Vendors should not be constrained to only include the above items in the proposal response if the vendor feels additional elements may add value to the overall implementation. The City requests all vendors provide their work plan in a Gantt chart format as part of the proposal response.

It is expected that the vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the vendors proposed implementation plan are included in the following subsections.

3.1.6 General Implementation Approach (Section 4.1)

Vendors shall provide a general overview of the implementation approach planned for the City which includes addressing the following items:

- a. Describe how transition will occur from the sales cycle to the implementation phase of the project.
 - b. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
 - c. Describe how you conclude on a preferred implementation phasing of software components, or client stakeholders.
 - d. What is the average timeline for a project of this size and scope for your company?
- Any unique tools, techniques or methods that you use should be described in this section.

3.1.7 Project Management Approach (Section 4.2)

The City expects the vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's IT Staff or IT Manager. It is expected that this project manager will be "on the ground" as appropriate to team with City IT and the selection committee. This project manager can be an employee of the vendor or a partner of the vendor. In either case, the costs for the project manager should be clearly denoted in the cost proposal. The City intends to retain the Selection Committee to act as a Project Steering Committee through the implementation process.

The City intends to use a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The City would expect responding vendors to adhere to such standards as part of the project.

Provide an overall description of the vendor project management approach towards this type of engagement and projected timing for major phases. Describe how IT and the Selection Committee would be engaged to participate and make project related decisions.

Provide a high-level work plan for achieving the successful deployment of the proposed system.

3.1.8 Software Installation Coordination / Configuration at Vendor (Section 4.3)

The Vendor is expected to specify, furnish, deliver, install and support all system software. The Vendor is expected to provide and specify minimum and recommended hardware configurations, if applicable, and coordinate all related City hardware installation activities within the Content Management software implementation.

In the case of the solution being hosted elsewhere, describe the process that is used to correctly size and configure the hosted solution. Please include the information that is required to successfully provision and configure the environment.

All Vendors shall include a description for coordinating software installation.

3.1.9 Site Design (Section 4.4)

The City wishes to implement a modern, functional, user friendly design that incorporates the latest features in Social Media, such as Twitter and Facebook functionality. The design must also incorporate templates that are not configurable by content creators to ensure a consistent look and feel within the website itself. The

contributing user customizable elements should be limited to pre-designated font appearances (bold, underline, italic), text, tables, pictures, and graphics. Advanced configuration items, such as changing templates, colors, navigation items, etc. should be reserved for the website administrator. The City wishes to have no less than 3 design concepts to choose from for both the public and employee sites.

The website design should meet U.S. Federal Government ADA requirements and should optionally have the ability to perform language translations.

Additionally, the site should employ the latest technologies for adapting the website for use on mobile phones and tablet devices. Minimally, the sites should be compatible with Apple Safari on iPad/iPhone and Android OS on Android tablets/phones.

All Vendors shall explain the design process and how it solicits input from the City staff and how functionality testing occurs.

3.1.10 Content Review (Section 4.5)

The City does not wish to simply convert the existing website into a new format. It is imperative that the vendor meet with departments individually to perform content reviews to determine what content is relevant and needs to be moved, what content should not be converted, and what content or functionality should be added to improve the constituent and employee experience. It is understood that not all new functionality that is requested by departments can be implemented in this initial phase due to funding limitations. The new functions that are out of scope should be clearly noted as such in design plans and noted on a list for consideration in the future. The City has provided Appendix A – City Organizational Chart.

3.1.11 Data Conversion (Section 4.6)

It is anticipated that data conversion will occur when migrating to the new platform; however, it is not the desire of the City to wholesale move all of the existing content out of the two disparate systems, Serena Collage for the public Website and a custom developed Cold Fusion/HTML site for the City's Intranet. The successful vendor(s) shall assist the City in the conversion of both of the systems, knowing not all of the data will be converted. There are currently approximately 1900 pages in the existing public Content Management System, but at least 400 of those pages are not active and are expired. There are approximately 25 pages of data in the CityNet Intranet site that link to 100's of PDF documents. The vendor is expected to hold individual content meetings with divisions and departments to help them decide the appropriateness of moving data to the new system, as well as planning for any new data that will be created as part of this initiative. The vendor will not be expected to create the new content, only to install it into the system and ensure that it is correctly formatted. The City expects that conversion will be a joint effort for which the City and Vendor will need to work collaboratively to successfully accomplish. While both organizations are expected to work in partnership throughout the conversion process towards the overall success of the project, the City anticipates the following key responsibilities:

Data Conversion Role		Lead Responsibility
a)	Overall data conversion coordination	Vendor
b)	Facilitate content review / planning meetings with up to 27 departments/divisions (multiple meetings may be required for each department).	Vendor
c)	Data extraction from current Serena Collage system and from the CityNet intranet site.	Vendor
d)	Automated data import of approved content and validation into the new software	Vendor
e)	Content editing	City
f)	Coordination and planning related to manual data conversion (e.g. hand keying) to the new system	Vendor/City
g)	Manual data conversion (e.g. hand keying), as agreed upon	City/Vendor
h)	Final quality assurance	City

All vendors shall describe scope of data conversion services and approach of how the services will be provided. Vendors shall also detail the scope of data to be converted.

All vendors shall describe the roles and responsibilities between the proposed team and the City related to data conversion activities.

3.1.12 Integrations and Interfaces (Section 4.7)

It is expected that information generally would need to be entered only once into a system. Components within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. The following table contains a listing of current and/or desired City application interfaces between the proposed CMS system, and existing software applications which are intended to be retained at the City.

Software Application	Current Status
Legistar for Agenda Management	Not Currently Integrated
Granicus Agenda Publishing	Integrated
NeoGov – Online Job Postings	Linked
ESRI GIS Mapping	Integrated
Teleworks (Interactive Voice Response)	Integrated
EMC ApplicationXtender – Document Management	Integrated (3rd party)

- Describe the approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
- Describe any pre-built interfaces with any of the existing systems.
- Describe any experience / references working with any of the existing systems at other clients.
- Describe data exchange standards (e.g. XML, Web Services) supported or provided by the proposed product.
- As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies which are used within the City.
- If local customizations are made, describe any provision for tools or assistance to easily incorporate customizations into new version/releases of the proposed software?

3.1.13 Training (Section 4.8)

The City has the following expectations regarding training:

- Training will be performed for all users of the systems based on the areas which their job function requires, with some reasonable level of cross training
- The various lead staff in each of the City departmental/divisional areas will participate in the training effort by supporting vendor staff in addressing questions regarding organization practices
- Training materials will be supplied by the vendor.
- Web conference or remote online tutorial sessions should be available to City staff to participate in after initial training was completed in each area.
- Technical Implementation Training will be performed and include training key staff (expected quantity of 4) to support the new system.
- Training will be performed primarily on-site through the implementation and be performed by the vendor.

The Vendor should provide an overall description of their training approach, including the following items:

- General timeframes in which training will be conducted
- Detail the nature, level, and amount of training to be provided in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)
- Types of documentation that will be developed by the Vendor
- Tools that will be used in developing the training material
- On-going training opportunities
- Ability to provide online training material versus classroom training
- Environmental Technical needs required for on-site training

Any training that cannot be easily accommodated or is not practical to be performed on-site should be specifically identified.

3.1.14 Testing (Section 4.9)

The vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate the City providing related to such testing:

- a. System Testing
- b. Integration Testing
- c. Stress / Performance Testing
- d. User Acceptance Testing (UAT)

3.1.15 System Documentation and Manuals (Section 4.10)

The vendor is expected to provide City specific user manuals and / or online help for use by the City as part of the initial training and on-going operational support. Additionally, the vendor is expected to provide technical documentation.

- a. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
- b. Describe what types of documentation are anticipated to be developed during the course of the project.

3.1.16 Disaster Recovery Plan (Section 4.11)

Vendors shall describe what provisions are made in the vendor's systems design or the services provided around disaster recovery, if any, as part of the proposed solution.

3.1.17 Knowledge Transfer (Section 4.12)

The City intends to leverage its investment in implementation process with the Vendor as an opportunity to increase City staff's CMS competencies in order to enable the City to take a more active role in the long term setup, configuration, expansion and supportability of the CMS solution. The City's goal is to retain a long term partnership with the CMS vendor. The vendor should describe their process for ensuring a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the sites in the most proficient manner once the product implementation engagement is complete.

3.1.18 Staffing Plan (Section 5)

In addition to providing responses to the following items, the vendor must complete the Staffing Plan Form in Section 5.3 of this RFP.

- a. The vendor shall detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include **single page** resumes for all personnel that will be assigned to the project. For each person provide any details related to their CMS implementation experience in a municipal environment. If use of a subcontractor is proposed vendor shall also include information on subcontracting staff being used and their specific role on the project.
- b. Provide an overall project organizational structure for City staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.1.19 Ongoing Support Services (Section 6)

In addition to providing responses to the following items, the vendor must complete the ongoing support services form in Section 5.4 of this RFP.

Specify the nature and conditions of any post-implementation support options including:

- Onsite support (e.g. system tuning, application configuration, interface issues, network optimization, user training and tips to optimize the user experience)
- Telephone support,
- Help Desk services (If there is a Service Level Agreement for help desk, provide a copy with RFP response.)
- Toll-free support line
- Users Group (i.e. - information about it, where it is held and when. If no, describe any future plans). Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
- Describe maintenance programs and options with associated pricing.

- Describe complete licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.

3.1.20 Response to CMS Software Requirements (Section 7)

Responses to the requirements referenced in Section 4 of this RFP shall be provided in this section of the vendor's response. Vendors shall use the excel sheets provided and attach added explanation pages as necessary. Please include the electronic version of these spreadsheets with proposal response as outlined in Section 1.1, item b.

3.1.21 Response to Technical Requirements (Section 8)

3.1.21.1 Software Updates and Distribution (Section 8.1)

It is anticipated that all system updates and release patches will be downloadable from the implementation or CMS software vendor's web site by the IT staff administering the system. Provide information on how software updates are received, processed and distributed to either the server and/or client environment. Describe the process for managing local customizations. Describe any configuration management system that is incorporated with the Vendor solution.

3.1.21.2 System Performance (Section 8.2)

System response time shall not impede the ability for departmental staff to perform their required job functions using the system. The system shall be available during normal hours of City operations for editing and 24 hours a day for public consumption. Describe system performance of the proposed solution including reference to the following performance areas:

- Guarantees on system performance
- Studies/benchmarks on system failure frequency, duration and impact and root-cause analysis
- Problem avoidance techniques
- Evidence of system scalability to meet future needs as noted in key volumes section
- What is the minimum bandwidth required for the application, and expected latency at remote locations, considering the City's current network infrastructure?

3.1.21.3 Technical Architecture and Requirements (Section 8.3)

The City is expecting a successful Vendor will adhere to solutions that comply with industry standard technologies.

For proposing onsite solutions, please complete items a through f. **Hosted Solutions need only complete items e and f.**

- Overall System Architecture:** What system architecture is proposed? Describe the number and type of: application servers, database server(s), and development and test environments. Describe proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc.
- Network Environment:** Describe the network environment required to utilize the proposed software. In the event there is more than one (1) suitable network configuration, list options indicating the relative strengths and drawbacks (if any) of each.
- Hardware and Storage Environment (for onsite solutions).** Describe the proposed computer hardware and storage environment to support the system. In the event there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application components, database size, and anticipated growth, shall be provided. The City generally only installs new servers onto
- Operating System(s):** Identify the operating system(s) required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one (1) suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

e. **Database Platform(s):** The preferred database platform of the City is MS SQL 2008 R2 64-Bit. The vendor shall identify the ideal database platform for the proposed software as well as its compatibility with current City standards. In the event there is more than one (1) suitable database platform, list all options indicating the relative strengths and drawbacks (if any) of each.

f. **Desktop Requirements:** Review the City's existing desktop environment in Section 1 and identify any additional desktop computer hardware and software requirements to use the CMS solution. Include typical requirements for a "power user," occasional/casual user, and system administrator.

3.1.21.4 System Access (Section 8.4)

Vendors shall indicate the degree to which there is a desktop footprint required to execute the application.

3.1.22 Vendor Questionnaires (Section 9)

All vendors shall respond to the Vendor Questionnaire sections in Section 5 of this RFP.

3.1.23 Client References (Section 10)

All vendors shall provide at least five (5) references from clients that are similar in size and complexity to the City. The format for completing the vendor references is provided in Section 5.6 of this document. In addition, the City requests a sample listing of the vendor's municipal clients with successful implementation of same proposed system within the past three (3) years.

3.1.24 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.1.25 Exceptions and Deviations (Section 12)

If a vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the vendor in submitting a proposal, will accept this stipulation without recourse.

3.1.26 Other Required Forms and Attachments (Section 13)

Vendors shall provide all other required forms in this section:

- a. Company Background Form (Section 5.2)
- b. Vendor Reference Form (Section 5.6)
- c. Signature Submittal Form (Section 6)

3.1.27 Addendum (Section 14)

Include all original, signed copies of addenda in this section.

3.1.28 Cost Proposal (Section 15)

All cost (including shipping, handling, software, install, travel and all other costs) shall be included in the total proposal price as stated on the Proposal Signature Form and shall be included in the Cost Proposal.

Costs for the vendor's proposed solution shall be submitted on the Proposal Pricing Forms provided in the associated MS Excel document. It is the responsibility of the vendor to ensure the accuracy of the pricing provided as part of the response. Any errors providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding vendor.

Costs shall include the complete, fixed costs for the solution including: software, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. Include software licensing and professional services required to design, configure and deploy the CMS solution. Use additional pages as needed to provide additional cost detail; however, all costs should be completely reflected on the Proposal Pricing Forms.

For each item, indicate if the cost is one-time, annual, or other (and describe). In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect. In the event the product or service is not being included. **Vendors shall not use "TBD" (to be determined) or similar annotations in the cells for cost estimates.** The City is asking proposers to estimate costs for

all categories with the understanding they may have to make supported assumptions. Significant assumptions should be identified and elaborated. In the vendor proposal, the item should be noted as "No Bid".

Vendors shall use the excel sheets provided with this bid and attach added explanation pages as necessary. Include the electronic version of these Excel spreadsheets with proposal response as outlined in Section 1.1, item b.

The City reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process and negotiation process.

4 General Functional Requirements

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the associated Excel spreadsheet are a number of requirements which shall be addressed by the Vendor's proposal for the core system. These requirements are considered mandatory in implementing the complete solution as defined in Section 2. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future web needs.

Each Vendor shall review the specifications and reports listed in each subsection and respond as to their availability within the Vendor's software system. The responses should be entered under the "**Availability**" column of each form as follows:

Response	Description
Y	If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade.
T	If functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor or product from the primary software vendor). Use the "Comments" column to provide the product name.
R	If functionality is provided through reports generated using proposed Reporting Tools
M	If specification/report is available through modification to the software
F	If specification/report is not available now, but will be available in a future release of the software within 1 year of the date of the Vendor's proposal.
N	If specification report is not available

Use the **Cost** column for "M" or "F" responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

Vendors shall not change the language or format of the City's System Requirements. Any revision of the City's specifications shall immediately disqualify the vendor from the City's selection process

5 Proposal Forms

5.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- 5.2 Company Background Form
- 5.3 Cost Proposal Information
- 5.4 Vendor Reference Form

If a vendor has partnered with another provider or sub-contractor, Proposer shall complete the questionnaire relative to each separate technology component or Vendor.

5.2 Vendor Questionnaire: Company Background Form

Vendor name:			
Software brand name:			
Software version:			
Is vendor prime contractor:	Yes ☐	No ☐	

1.	What are the key differentiators of your company and its proposed solution?																	
2.	What awards has your company or proposed solution obtained that are relevant to this project?																	
3.	What strategic alliance have you made to further strengthen your product and services?																	
4.	What is your niche in the marketplace and your preferred customer size?																	
5.	Describe the commitment to providing solutions for the public sector marketplace:																	
6.	How many fully operational customer installations of the CMS system proposed to Fayetteville (not other vendor product offerings), has the vendor completed?																	
	<table border="1"> <tr> <th>Location</th> <th>Arkansas</th> <th>Nationally</th> </tr> <tr> <td>Local government</td> <td></td> <td></td> </tr> <tr> <td>Other public sector</td> <td></td> <td></td> </tr> <tr> <td>Other non-public sector</td> <td></td> <td></td> </tr> <tr> <td>Overall:</td> <td></td> <td></td> </tr> </table>	Location	Arkansas	Nationally	Local government			Other public sector			Other non-public sector			Overall:				
Location	Arkansas	Nationally																
Local government																		
Other public sector																		
Other non-public sector																		
Overall:																		
7.	State the year the vendor started in the business of selling the proposed solution to local governments:																	
8.	Where is the vendor's closest facility to Fayetteville, AR for which staff provide product support for the software product proposed?																	
9.	Where is the vendor's company headquarters?																	

10.	List the vendor's sales in the previous four years:		
	Year	Sales	
	2013		
	2012		
	2011		
	2010		
11.	How many total employees does the vendor have in each of the following categories:		
	Area	Number related to proposed product	Overall
	Sales/Marketing		
	Management/Administration		
	Help Desk Staff		
	Development Staff		
	Other		
	Total:		
12.	What is the hourly rate for implementation assistance beyond which is included in the proposal by skill set?		
	Rates for Additional Implementation Assistance		
	Skill Set	Hourly Rate	
		\$ / hr.	
		\$ / hr.	
		\$ / hr.	
13.	What would be the vendor's preferred comparably sized, site visit location?		

Vendor Questionnaire: Staffing Plan Form

1.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.																																
	<table border="1"> <thead> <tr> <th>Project Role</th> <th>Project Responsibilities</th> <th>FTE</th> </tr> </thead> <tbody> <tr> <td>Executive Sponsor(s)</td> <td></td> <td></td> </tr> <tr> <td>Project Manager</td> <td></td> <td></td> </tr> <tr> <td>Content Owners</td> <td></td> <td></td> </tr> <tr> <td>Content Contributors Team Participants (per member involvement)</td> <td></td> <td></td> </tr> <tr> <td>Training Coordinator Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Communications Office</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> </tbody> </table>	Project Role	Project Responsibilities	FTE	Executive Sponsor(s)			Project Manager			Content Owners			Content Contributors Team Participants (per member involvement)			Training Coordinator Team Lead			Communications Office			Other Roles			Other Roles			Other Roles				
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Vendor Questionnaire: Ongoing Support Services Form

1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.																							
2.	Provide the average time to resolve/close registered incidents.																							
3.	How often are product upgrades or enhancements normally released for the proposed solution?																							
4.	Within your implementation professional services department / division (e.g. Project manager, consultants, trainers, etc.) what is the average tenure of those employees with the company?																							
5.	Will the vendor contractually agree to:																							
	<table border="1"> <thead> <tr> <th colspan="3">Contractual Inquiry</th> </tr> <tr> <th>Term / Condition</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Provide on-site staff for training and implementation</td> <td></td> <td></td> </tr> <tr> <td>Non-performance hold-backs?</td> <td></td> <td></td> </tr> <tr> <td>Payment hold-backs until fully operational and formally accepted?</td> <td></td> <td></td> </tr> <tr> <td>Allow the City to approve Vendor staff assigned to help with implementation?</td> <td></td> <td></td> </tr> <tr> <td>One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires.</td> <td></td> <td></td> </tr> </tbody> </table>			Contractual Inquiry			Term / Condition	Yes	No	Provide on-site staff for training and implementation			Non-performance hold-backs?			Payment hold-backs until fully operational and formally accepted?			Allow the City to approve Vendor staff assigned to help with implementation?			One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires.		
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5.3 Cost Proposal Form Instructions

All Vendors shall complete the pricing forms for the proposed software, and services solution in the pricing spreadsheet provided as a separate MS-Excel document. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the proposal response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If additional lines are required to represent the proposed pricing on the spreadsheet, insert additional lines **but do not change the overall format of the pricing form structure.**

Proposed Software Pricing

All Vendors shall enter in the pricing in the "Application Software Pricing" section and the "Other Software Pricing" section of the Cost Proposal pricing spreadsheet which is provided as a separate document. This shall include pricing for the applications and other software required to support the proposed solution. Insert rows into the spreadsheet if additional lines are needed. For hosted solutions, use the "re-occurring annual cost" column to reflect the yearly subscription or maintenance fees.

Proposed Services Pricing

All Vendors shall enter the pricing of the proposed services in the "Implementation Services Pricing" sections of the Cost Proposal pricing spreadsheet which is provided as a separate document. This shall include pricing for services required to deliver, install, and provide basic training and implementation of the System Solution. If additional lines are needed in any of the sections, insert additional rows to provide all of the detail.

Cost Summary

Refer to the "Cost Summary" section of the Cost Proposal pricing spreadsheet provided as a separate document. Only the travel and lodging estimates as well as any discounts need to be entered on this form.

6 Signature Submittal Form

1. Disclosure Information

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. Proposer response shall disclose if a known relationship exists between any principal or employee of the firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to the Proposer's knowledge, no relationship exists, this shall also be stated in proposal response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of proposed response. This form shall be completed and returned in order for the proposal to be eligible for consideration.

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS

If a relationship exists, please explain:

I certify that, 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 my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. 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.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

3. Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification 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 ACKNOWLEDGED

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



Content Management System & Web Design Services

The City of Fayetteville, AR • April 18, 2014



+ CONNECTING PEOPLE

Developed by Robert Disberger
Regional Sales Manager
317 Houston St., Suite E Manhattan, KS 66502
888-228-2233 x316 + Direct 785-323-1536
Fax 785-587-8951 + Disberger@CivicPlus.com

Serving more than **1,600 clients** in 49 states, Canada and Australia,
we partner with governments to create **award-winning websites**.



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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 14-07, Content Management System & Web Design Services

DEADLINE: Friday, April 18, 2014 before 2:00:00 PM, local time

PRE-PROPOSAL TELECONFERENCE: Friday, April 04, 2014 at 10:00 AM, local time

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

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Saturday, March 22, 2014

REQUEST FOR PROPOSAL

RFP 14-07, Content Management System & Web Design Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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 submitting, 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 Agent.

Name of Firm: Icon Enterprises, Inc., d/b/a CivicPlus

Contact Person: Robert Disberger Title: Regional Sales Manager

E-Mail: disberger@civicplus.com Phone: 785-323-1542

Business Address: 317 Houston Street, Suite E

City: Manhattan State: KS Zip: 66502

Signature: [Signature] Date: April 17, 2014

Authorized By: S. Ward Morgan, President



Proposal for the City of Fayetteville, AR

Dear Selection Committee Members:

Thank you for considering CivicPlus as a partner for Fayetteville's website redevelopment. I've carefully reviewed your RFP, and am excited to present a solution to your challenges in creating a navigationally friendly, easy-to-update and visually appealing website, with minimal work and time commitments from your staff.

Of the proposals you review, all should offer a good website design and navigation solution; however, the best solution should also include the latest innovations in government functionality that citizens will use.

CivicPlus is the unique provider of the Government Content Management System (GCMS®) – and one of the most innovative, knowledgeable sources for engaging eGovernment websites. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment... all housed within a sophisticated design that resonates with your community and keeps citizen engagement in mind.

Now in our second decade, CivicPlus has created eGovernment solutions for more than 1,600 towns, cities and counties serving more than 50 million people in 49 states, Canada and Australia. These communities are using CivicPlus technology to connect in more engaging ways with their residents, visitors and businesses.

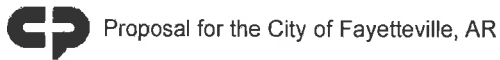
In addition to a solution-centric website, CivicPlus provides unrivaled service, support, automatic upgrades and enhancements at no additional charge – guaranteed. Our relentless pursuit of government innovations ensures that our clients' websites, regardless of where they begin on our Community Engagement Scale™ (see page 3), continue to move upward today and tomorrow.

The following proposal details how the CivicPlus solution will reduce your staff's workload, respect budget constraints and, most importantly, provide your community with a powerful online resource that promotes open and transparent access to your municipal offices and becomes an engaging communication hub for your community.

I sincerely welcome the opportunity to elaborate further on our proposal and answer additional questions you may have about partnering with CivicPlus.

Respectfully,

Robert Disberger • Regional Sales Manager • Direct Line 785-353-1536 • Disberger@CivicPlus.com



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Executive Summary

The City of Fayetteville, an organization serving more than 73,000 residents, has initiated a Request for Proposal to transform its website with an innovative design that enables visitors to find the services and information they need. The website should be user-friendly and utilize the latest technology to provide a convenient source of information to better communicate with citizens.

The CivicPlus-Proven Development Approach

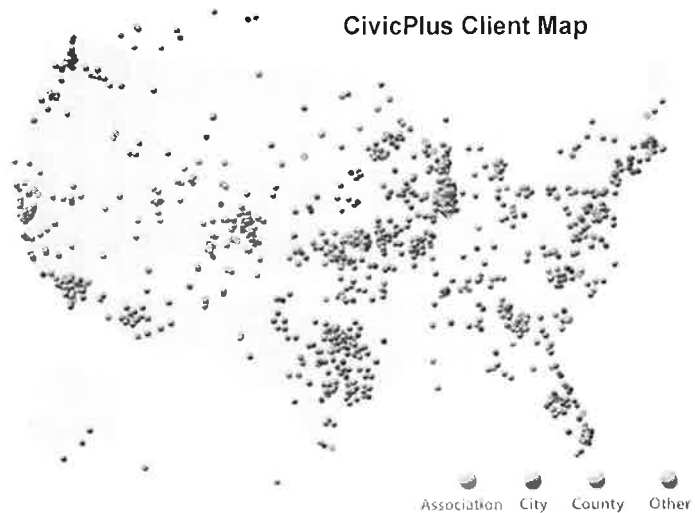
CivicPlus provides our eGovernment communication solution to more than 50 million citizens in more than 1,600 municipalities – cities and counties of every size across the United States, Canada and Australia. For more than a decade, CivicPlus has focused on government clients, giving our customers access to the latest in next-generation applications that meet and exceed their needs. Those needs include:

- A unique and customized website design with minimal work and time commitments from Fayetteville's staff
- Intuitive navigation and page layout with unlimited submenus and subpages
- Interactive functionality through our Government Content Management System (GCMS®)
- Continuously updated, cutting-edge solutions designed by eGovernment experts for governments
- A per-project, customized pricing model with comprehensive training and unlimited support included

Hundreds of Cities & Counties Are Upgrading to CivicPlus Each Year

It's simple: CivicPlus knows municipal government.

- No one else offers the CivicPlus Government Content Management System (GCMS®).
- No one can match our interactive suite of tools that enable governments to better engage and communicate with their citizens.
- No one can match the CivicPlus development process and the depth of our implementations designed by experts who know local government, its people and its processes.
- No one can match our track record – period.



CivicPlus for Fayetteville

Per your RFP #14-07, Content Management System & Web Design Services, the following proposal contents include:

- CivicPlus' capabilities, experience and commitment to our clients, as well as our approach and methodology to transforming your site
- Ongoing training and consultation
- Creativity and recommended functionality usage to engage and attract site visitors
- Price estimate

These recommendations for Fayetteville were developed to address your defined needs. All estimates are negotiable based on client requests. We encourage you to schedule a 45-minute demonstration of the latest site developments and the administrative interface that allows non-technical users the ability to update the website as needed.



What Is Community Engagement?

At its core, community engagement is expectation.

More than 75 percent of U.S. residents are connected online. They bank online. They pay bills online. They chat, they opine, they find love... all via the internet. The web has become the first resource for the vast majority of people when they need to find an answer to a question, locate a service, file a complaint or conduct business.

The expectation is that local government should be conducting business online as well.

However, having an engaged community means going beyond the basics of the web. Community engagement is:

- **Transparency** - Removing the veil from local government by providing citizens with open access to government through citizen-centric technologies and information structures
- **Citizen Sourcing** - Encouraging citizens to get active, get involved and take ownership of local issues, all through an easily available communication method they're likely to use
- **MicroVoting** - Allowing citizens' voices to be heard, and making that voice resonate with government leaders in ways that allow for a finger to be placed on the pulse of the citizen's wants and needs

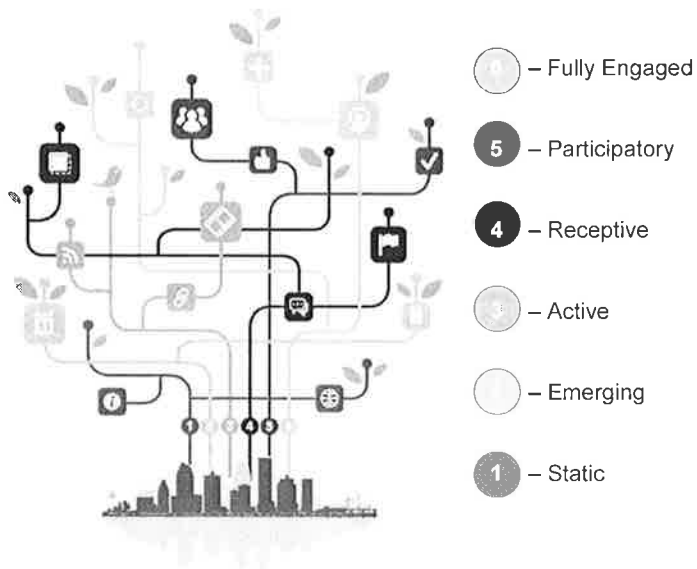
Local governments provide so much service, infrastructure and support to our communities, but too often those efforts go unnoticed and unappreciated. Community engagement is a two-way street – it's letting your citizens have a voice and letting them know why government matters.

Where You Rank on the Community Engagement Scale™

Governments across the nation find themselves in various stages on the Community Engagement Scale™. Some may inhabit multiple stages, and others may be reluctant to engage more deeply due to concerns of openness and the criticism that may accompany it.

Where does Fayetteville fit within the 6 Levels of Digital Community Engagement? What does each stage look like? What will it take to reach the top?

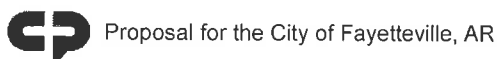
Only CivicPlus can provide these answers, because CivicPlus is the only government website provider focused on equipping communities to better engage and interact with their citizens.



How CivicPlus Can Make Your Job Easier

All of our modules and features are designed to help improve interaction with citizens and users on your website, but here are a few examples from CivicPlus that help take community engagement to the next level:

- Citizen Request Tracker™
- Community Voice™
- Alert Center
- Calendar
- Facilities and Reservations
- Form Center
- Notify Me®
- News Flash
- ePayment Center



Company Background

Since our inception, CivicPlus has been capturing the passion our customers have for their communities and their residents with high-quality, next-generation websites. We consider it a privilege to partner with municipalities to provide the individuals, families and organizations in your community a website that serves as a primary, interactive communication tool.

Icon Enterprises, Inc., does business as CivicPlus and Networks Plus and employs more than 100 people. Incorporated in Kansas in 1998, we began providing technical-related services in 1994.

CivicPlus was born out of four rural cities' desire for a progressive way to maintain their websites without the burden of employing a continual webmaster. They sought a system that would allow routine updates and changes to be implemented by city staff, regardless of technical skill. After close consultation with these four initial cities, an innovative tool that automated the process of updating website content was developed.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 165 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,600 clients. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting.

Our technical and development staff holds a variety of certifications including: Microsoft-certified system engineer, Cisco-certified engineer, Microsoft-certified software developer, Microsoft Office user specialist and project management professional from the Project Management Institute.

Company & Contact Information

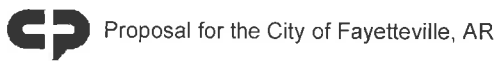
Contact Information	Robert Disberger Regional Sales Manager Disberger@CivicPlus.com Toll Free 888-228-2233, Ext. 316 Cell 785-556-0110	Primary Office	317 Houston St. Suite E Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas	Company Website	www.CivicPlus.com
Legal Name	Icon Enterprises, Inc., d/b/a CivicPlus	Company Founder	Ward Morgan, President/CEO
GSA Contract	# GS-35F-0124U	DIR Contract	# DIR SDD 1636
CMAS Contract	# 3-13-70-2966A	TIPS/TAPS Contract	# 2092613
Additional Locations	Charleston, SC Sherwood, OR	Chicago, IL Spring Hill, KS	Fort Collins, CO St. Louis, MO Hermitage, TN Topeka, KS

At CivicPlus, we have a passion for building websites. We'd like to partner with you to build a website your citizens will use.



Company Background Form

Vendor name:	Icon Enterprises, Inc. d/b/a CivicPlus		
Software brand name:	CivicPlus GCMS®		
Software version:	N/A		
Is vendor prime contractor:	Yes ☒ No ☐		
1.	What are the key differentiators of your company and its proposed solution?		
	CivicPlus is the unique provider of the Government Content Management System (GCMS®) – and one of the most innovative, knowledgeable sources for engaging eGovernment websites. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment... all housed within a sophisticated design that resonates with your community and keeps citizen engagement in mind.		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
	Since 2006, CivicPlus clients have won an amazing 377 awards for their websites, and recently, the Center for Digital Government awarded CivicPlus their "Best Fit Integrator" award for being among the best private-sector information technology integrators for delivering extraordinary digital solutions to public IT projects.		
3.	What strategic alliance have you made to further strengthen your product and services?		
	Our in house product engineering team has extensive experience with creating new products while strengthening our current offerings. Extensive research of current and upcoming trends is a constant part of their job.		
4.	What is your niche in the marketplace and your preferred customer size?		
	CivicPlus has created eGovernment solutions for more than 1,600 towns, cities and counties serving more than 50 million people in 49 states, Canada and Australia. Our customer sizes range from small communities to cities and counties serving more than one million citizens.		
5.	Please describe the your commitment to providing solutions for the public sector marketplace:		
	100% of our business is to help governments connect with their residents.		
6.	How many fully operational customer installations of the CMS system proposed to Fayetteville (not other vendor product offerings), has the vendor completed?		
	Location	Arkansas	Nationally
	Local government	5	1,448
	Other public sector		160
	Other non-public sector		15
	Overall:	5	1,623
7.	Please state the year the vendor started in the business of selling the proposed solution to local governments:		
	July of 1998.		
8.	Where is the vendor's closest facility to Fayetteville, AR for which staff provide product support for the software product proposed?		
	Product support staff is located in Manhattan, KS.		



9.	Where is the vendor's company headquarters?			
	Manhattan, KS.			
10.	Please list the vendor's sales in the previous four years:			
		Year	Sales	
		2013	8.3 Million	
		2012	7.2 Million	
		2001 (2011)	6.1 Million	
		2010	3.8 Million	
11.	How many total employees does the vendor have in each of the following categories?			
		Area	Number related to proposed product	Overall
		Sales/Marketing	31	31
		Management/Administration	45	45
		Help Desk Staff	18	18
		Development Staff	50	50
		Other	26	26
		Total:	170	170
12.	What is the vendor's hourly rate for implementation assistance beyond that which is included in the vendor bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr	
			\$ / hr	
			\$ / hr	
	CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates. We have attempted to come up with the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality or work outside of the original project scope is requested.			
13.	What would be the vendor's preferred comparably sized, site visit location?			
	We have a number of clients whose community size is comparable to Fayetteville; Sumter County, FL; Monroe County, FL; Nassau County, FL; Deerfield Beach, FL; Fishers, IN; Riley County, KS; Cherry Hill, NJ; New Rochelle, NY and Jacksonville, NC to name a few.			



Proposed Solution

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

No HTML knowledge is needed to update your website. However, if desired, HTML code can be used throughout the website for advanced users.

With extensive web applications in place, continual enhancement and an easy-to-use interface, our clients are the proud owners of their websites and are excited to be part of the CivicPlus community.

Additional benefits of the CivicPlus GCMS® include webpage version controls, customizable levels of user-rights, searchable data, accessible customer support services, instantaneous functionality updates, comprehensive security and much more.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules are constantly being developed and upgraded to meet the needs of our clients. A list of our modules follows.

Core GCMS® Modules

Agenda Center

The CivicPlus Agenda Center is an all-inclusive agenda creation module. No longer will you have to build your agendas in a word-processing program, print it out and pass it around the office for approval, export the final version to a PDF and then upload it to the website. Agenda Center allows for the creation and management of the entire agenda process, from submitting preliminary items at the departmental level, to a robust and easy-to-use workflow, to the publishing of the agenda live to the public – one smooth and seamless process.

The Agenda Center not only offers a one-stop-shop for agenda creation, but upon publish of the approved agenda, a template for the minutes of that meeting can also be generated.

Additionally the Agenda Center ties in with the Archive Center, so published agendas and minutes can be placed in an Archive Center category for immediate storage. You can also update your residents in a fast and timely manner by using the Notify Me® module to send email and text message updates of published agendas and minutes.

Archive Center

The Archive Center has been developed specifically for the storage and retrieval of agendas, minutes, newsletters and other date-driven documents. Archives can be searched by date, category or keyword, and the unique "View Most Recent" link functionality on your website pages automatically pulls the most recently uploaded item every time you add a new document within that category.

Business/Resource Directory

Think of the Business/Resource Directory as the Yellow Pages of your website, as it provides site visitors with links to and information about organizations and services within your community. Site visitors can search by business or organization name or category, and entries can be organized by business (Yellow Pages-style) or by category (topical directory-style).

The module can display useful information such as a description of the business/organization, link to an interactive map, address, phone number, email and link to the business' website. Citizens can also download the included iPhone App at no cost, allowing them to search for businesses or services on the go.

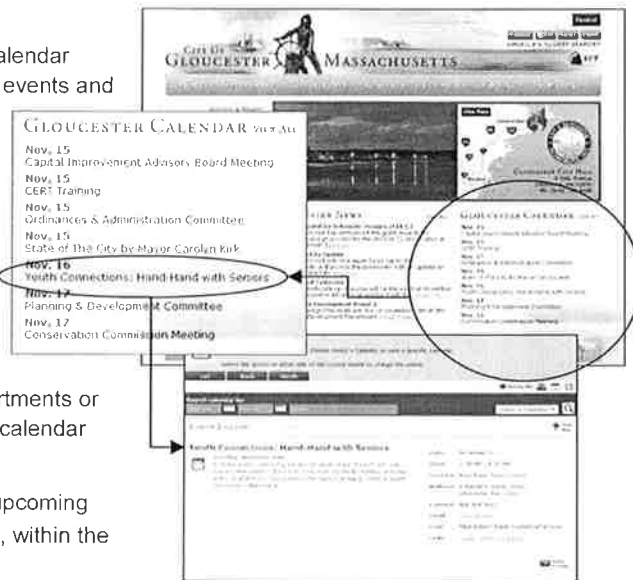


Calendar

The Calendar Module allows administrators to set up calendar items to help keep the public informed about upcoming events and meetings in your community. Events can be set on a one-time basis or as recurring events for multiple months in advance, with short descriptions and hyperlinks to display the event details. The calendar recognizes the current date as the starting date for the display of events and provides easy navigation to future events. Multiple calendars are available.

Department Calendar: Any page on your site can display the most current calendar items in a special content area, great for departments or sections of the website that wish to have their calendar events appear on their page(s).

Featured Events: You can draw attention to upcoming events using the Featured Events functionality, within the Calendar module.



The Calendar supports multiple views, including a monthly view that displays all the events in a month.

Document Center

The Document Center is a document storage center that allows for a variety of file types (e.g., PDF, spreadsheets, pictures, video files, sound clips and more) to be downloaded or viewed by the end user, allowing for easy access for your site visitors. Instead of bogging down your employees with requests for documentation, site visitors can locate the forms and documents they need easily online. Your employees can easily add new documents and direct residents to the information they requested online, without sending out extra paperwork. Moreover, all files are organized by our structured filing system of folders and subfolders, keeping all of your information easily obtainable by your citizenry 24/7.

Frequently Asked Questions

Help your citizens reduce time-consuming phone calls or trips to government offices by answering commonly asked questions through your website. Frequently Asked Questions (FAQs) – which can be organized by departments and/or category – may be added to any page of your website and can be set up to link to additional information or documentation for easy reference. FAQs have their own search feature, so your site visitors can easily find answers to the questions they ask the most.

News Flash

The News Flash Module provides an area where important and timely news and announcements are posted. Any department may utilize this module for posting information that is specific to their department, like a change in meeting location, results from an election, rainout announcements for sports fields and more. News Flash is a dynamic page element that may be placed on any page, and each News Flash item has its own start and expiration date.

Opinion Poll

The Opinion Poll Module allows you to interact with your site visitors. Once a user submits their vote, poll results are displayed. This is a popular module and is an easy way to keep people coming back to see what's new on your site.

We recommend that the poll questions be non-controversial, as results are not scientific. The results may be used to provide website decision-makers with valuable information in order to make informed decisions. Also, using the Opinion Poll Module demonstrates even further the true interest your municipality has in its residents and stakeholders.

Photo Gallery

The Photo Gallery Module is designed to allow you to store and display photographs in a central location to showcase to your citizens and the world the best that your community has to offer. Photo Gallery helps your website become the place to put your community's best face out there and to attract new citizens to your area. Users will be able to:

- Explore your municipality through albums and favorites
- Browse your featured photos and events
- Share with friends or send as postcard
- Submit images
- View images as thumbnails or full-size
- Write descriptions with each photo
- Search the Photo Gallery
- View a slideshow of photos
- Give photo credits
- Give images "thumbs up"



You can use the Photo Gallery to store and organize photo files by department, division, and/or event. Like the Document Center, you can store as many pictures in as many albums as you like.

Quick Links

The Quick Links Module allows you to place links to related and often-requested information directly on the page of your choice. The entire collection of these links is contained within the actual module, and is unlimited in the amount of categories and links that you can provide to your users. The links can be to interior pages of your website, to documents and forms, or to outside websites. You can organize the links by category or item and can set them up to auto-publish and unpublish.

Spotlight

The Spotlight function creates additional space on a webpage that allows you to highlight important text or widgets in a compact, easy-to-update module. The information posted with this module can relate to one or more pages.

Staff Directory

If the Business/Resource Directory is your website's Yellow Pages, then the Staff Directory Module is the white pages. A time-saving resource for your residents, Staff Directory provides detailed contact information for your staff and various offices all in one place, decreasing the number of calls requesting contact information. You can include as much or as little employee and department information as you deem necessary; plus, Staff Directory entries can be linked to pages throughout your site, providing quick access to a specific department or employee's information.

Employee information can include title, biography, photo and contact links via email or form submittal (email addresses are blocked from email harvesting programs). Website users can search the directory for a specific employee by last name, first name or department.



Transaction Modules

Bid Postings

The Bid Postings Module provides a simple and easy-to-use method of posting and organizing bids, RFPs and RFQs online for vendors or local contractors that are interested in providing products and services to your community. Provide links to upload the full RFP package, links to related web pages or post other bid details like the scope of work. Bids can be searched by category, title or closing date and by open, closed, cancelled or awarded. This module is integrated with the Notify Me® Module, allowing site visitors to sign up to be notified when new bids are available or when bids are updated let interested parties know of amendments, cancellations and to whom the bid was awarded. Bids can also be set to automatically expire (become unpublished) from the site if you so choose.

Citizen Request Tracker™

The Citizen Request Tracker™ (CRT) is a powerful tool that facilitates interoffice and government-to-citizen communication and workflow concerning requests reported by residents. Site users create a profile and submit requests or complaints, view pending issues, reopen closed issues, request additional information and more. Once a profile is set up, contact information is automatically filled in when a site user submits a new request. Furthermore, problems reported over the phone can be manually entered into the system for increased efficiency. Marketing the CRT™ system as the primary tool for communication on problems and requests in your area will allow you to reduce staff time spent on addressing issues by hand and will allow your constituents to interact with your staff any time of the day.

The CRT™ System Makes It Easy To:

- Add comments and action items
- Assign the request to a staff member
- Review the history of the issue
- Send messages to the constituent
- Close the request
- Print and/or export statistics and reports
- Print work orders
- Generates efficiency statistics and reports
- Export data in CSV or tab-delimited format



ePayment Center

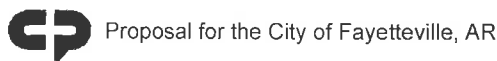
Integrate eCommerce on your website with no third-party store to setup, and save your citizen's time and effort by affording them the opportunity to pay for services directly through your website. You have the ability to customize or make changes to any form that you create to take in online payments such as registration fees, pool passes, etc. Email notifications are sent out to both customer and client when a transaction is made. Financial reporting through our trusted PCI-compliant partner is also available with the click of a button.

Facilities & Reservations with Activities

The Facilities & Reservations Module allows the site administrator to display local facilities and their amenities and to manage their availability to the public. A site visitor can search for facilities by type or amenities available, review the amenities for each facility, retrieve location information with mapping integration (ESRI, GIS, Google, etc.) and easily reserve the facility. Search results will offer additional options such as admission requirements, handicap accessibility and how to reserve or make payments.

A description with details of the facility (location, contact information, photographs, video, map, handicap accessibility, rental availability, etc.) display within each facility's listing, with your staff able to allow for online reservation requests and interactive calendar to view and manage online reservations.

Site visitors can also register for classes offered by Fayetteville. You will be able to create classes, display class schedules, limit the number of persons that can sign up per class, and email those who have registered for specific classes. This module is integrated with the Form Center and e-Payment module for streamlined reservation and class registration processes.



Form Center

Having online forms makes it easy for you to receive useful information from your community and for your community to complete tasks online. These completely customizable forms can be used as a means for citizens to contact you with questions, requests and feedback or to sign up for various events and activities. You can have as many online forms as you need with this module, creating forms easily from scratch or from our library of sample online forms. Various field options include long answer, radio button, drop-down lists and multiple choice (among others), with formatting options that include font colors, background colors, text alignment and more.

You can preview forms as you create and edit them instead of sending it to someone else for changes. The Form Center lets you develop every aspect of your online form with no programming knowledge necessary through a simple drag-and-drop interface.

In addition to being able to create your own form, you can track your forms through your website! No more lost emails and sorting for statistical data through multiple emails. Any form submitted on your website can be received via email to as many people as you wish and/or be kept in a backend database with basic analytical reporting available. This data can then be exported to Microsoft Access, Excel or other database software.

Job Postings

Display available jobs within your organization on your website in an easy-to-search-and-retrieve format for your site visitors. The Job Posting Module allows you to provide as many details as you like and link to a number of files supporting the available position(s), with the ability to allow the visitor to download a job application and email their resume to the person/department of your choice. Website visitors can sort jobs by date or job type, and can sign up to be notified of new jobs through the Notify Me® Module. You can also choose to allow for online applications using the Online Job Application Module.

The Job Postings Module can also be set up to allow employers within your community to be able to post their own available job openings in a controlled environment on your website, helping to boost your community's economic standing and further make your website the hub of information within your community.

The Job Postings module can be seamlessly integrated with the CivicPlus Human Resource Management System (HRMS) a comprehensive suite of tools for applicant tracking, assessment, onboarding, and performance management, *for an additional fee*. Additional information about the CivicPlus HRMS is available upon request.

Online Job Application

Save yourself and your residents' time, save paper and give your website users instant access to apply for available positions with the Online Job Application Module.

Allow applicants to apply completely online by filling in the application, attaching supplemental paperwork and submitting to your HR department, with applications time- and date-stamped. Applicants can also create an online profile, which allows them to update their application and apply for other jobs without filling out multiple applications.

Your staff can be notified by email when a new application has been received, which then allows you to view, sort and download submitted applications. And fear not about lost applications – they're kept in a database on the website for easy retrieval.

The CivicPlus HRMS can be integrated to provide additional online job application customization and a workflow solution for managing the hiring process, *for an additional fee*. Additional information about the CivicPlus HRMS is available upon request.



Real Estate Locator

The Real Estate Locator helps attract incoming businesses and residents by providing a one-stop shop for available real estate listings in your community. Properties – commercial or residential – can be organized by and searched for by neighborhood, street or zone, and price range.

Additionally, the Real Estate Locator can be set up to allow realtors and brokers the ability to post their own available properties in a controlled environment on your website, further helping boost economic development.

Interactions & Communications Modules

Alert Center

The Alert Center provides an efficient and noticeable way to get important news out to your community, whether it be local inconveniences like street closures and road conditions or critical, up-to-the-minute emergencies like flood warnings and Amber Alerts. With one click, graphics and information can be activated on your website from a variety of layouts that best fit the alert's importance, with public notifications sent out through email, text message and social media.

When a user clicks on an alert that is displayed on the site, they will be taken to the module information that details the alert, as well as provides photos, links to other resources and a history of updates.



Blog

The Blog Module helps open up the lines of communications between administrators and citizens, increasing government transparency and citizen interaction. The Blog features the option to allow citizen comments for feedback (comments can be moderated before being published to the website).

Community Voice™

Community Voice™ is an interactive module that uses citizen sourcing to create dialog on your site while allowing you to showcase things you are implementing in your community. The module encourages citizen idea submission, engaging discussions, voting, user recognition and more. Your site administrator creates general topics that citizens can provide input on. Citizens can create a user account through My Dashboard to submit their ideas, leave comments and vote other ideas up or down within each topic.

Showcasing Community Voice on your website increases communication and citizen satisfaction within your community, showcases projects and initiatives within your community, and helps consistently drive traffic to your site.

Carbon Calculator

Help your website keep up with green initiatives by allowing your citizens to track their carbon footprint.

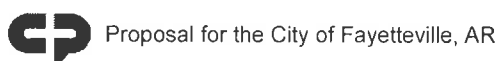
Healthy City

Help keep your citizens more health-conscious by giving them a way to track their daily and weekly exercise routine.

My Dashboard

With My Dashboard, residents and users can set up a profile on your website that allows them to pick and choose the information that automatically becomes fed to their dashboard upon site login. In one simple and streamlined view, your users can immediately see important news, available job openings, keyword searches, favorite pages, calendar feeds and much more.

Your users will be able to login to My Dashboard using the Facebook Connect feature, negating the need for multiple usernames and passwords.



Notify Me® with CivicSend



With Notify Me®, visitors can sign up to be notified via email and/or SMS text message about community activities, meetings and other updates to your website. Users can self-manage multiple subscriptions at once, and unsubscribing is easy. You can send out unlimited emails, and the first 500 text message subscribers are free, with the option to add more for an additional fee.

This module automatically integrates with our Alerts Center, News Flash, Calendar, Job Postings, Bid Postings and Blog modules. Also, administrators can create as many Notify Me® lists as they want.

Notify Me® supports HTML and plain text versions of

email messages, and newsletter templates can be created for added presentation quality.

You can set up notifications as drafts and set them to send to subscribers at a specified date and time. Additionally, most current subscriber notification lists can be imported to our system, while the email lists created by your CivicPlus system can be exported for other files and/or purposes.

All of these features make Notify Me® an excellent and valuable communication tool for your website, allowing you to continuously stay in contact with your residents by sending them important information updates that they are interested in receiving.

Our CivicSend module is a communication system for organizations interested in powerful multi-channel audience engagement via a template & quick message type. The template message type will allow an administrative user to create and send a template to a Notify Me list via email and text while also having the ability to link the template to a Facebook post; all within one workflow. The quick message type allows an administrative user to bypass the template creation stage and quickly send a plain text message to a Notify Me list via email and text while also having the ability to quickly post the message to Facebook as well.

Postcard

Highlight your community by giving visitors the opportunity to email virtual picture postcards with personalized messages.

Social Networking & Gov 2.0

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. From community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our clients integrate their web content into the most dynamic social media sites and make their marks in the world of Gov 2.0. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can be featured on your website as links to your organization's profile on those particular websites.

Facebook and Twitter

Many governments are finding Facebook to be an essential part of their online presence, as it provides another avenue to share news, announcements, events, pictures and videos with a wide range of regular site visitors. CivicPlus can create your Facebook page and sync your website to your Facebook profile to automatically publish news and calendar events on Facebook with a link to your website for more information.

Twitter's short, 140-character "tweets" offer a way for municipalities to distribute information quickly and effectively. CivicPlus can link your website to your Twitter account for automatic publishing of news and announcements such as road closings, meeting schedules and emergency notifications.



Administrative Features

Feature	Description	Benefit
Instantaneous Updates	Updates are posted to the live site in real-time once the administrator publishes the page.	Timesaver – Ensures your site is communicating the most up-to-date information.
Browser Based	No installation of programs or software needed, meaning you and your staff can update the site from any Internet connection or platform (Mac or PC) at any time.	Convenience – Updates can be made anywhere at any time. Money Saver – Does not charge a per seat rate to install software.
Mobile Updates	Immediately update your site from any location with urgent announcements using your tablet.	Crisis Communication – Warn audiences of crisis situations from anywhere at any time.
Action Items	Direct access to a queue of items waiting to be published or reviewed by the administrator provided immediately upon login.	Convenience – Helps the administrator stay organized and timely with the site.
Site Search and Site Search Log	Powerful site search automatically indexes all content making it easy for all visitors to find information. This feature also keeps a log of all words that are searched by your visitors.	Knowledge – The search log serves as a tool in making decisions about updates and upgrades as well as placement of key items on the homepage. Convenience – Editors do not need to know Section 508 requirements as the system will automatically format to accommodate for Section 508 compliance.
Automatic Alt Tags	Built-in features ensure your site is Section 508 compliant.	

Application Programming Interfaces (APIs)

We have nearly a dozen application programming interfaces (APIs) scattered throughout the system and continue to build more to make integrations with the GCMS® and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs and tie them into the site, using the site itself as a sturdy platform on which to build. Maintaining the site's base code will fall on CivicPlus' shoulders, saving you time, effort and, most importantly, money.

Bad Links Identifier

You may not be aware of any broken links on your website, but your guests are. This module creates a list of the broken links on your site when they are accessed. It also allows a site visitor the ability to enter comments concerning how they accessed the page. On the administrative side of the system an asterisk alerts you that a comment concerning a bad link has been posted.

Content Creation

Recognizing that not all site administrators possess high levels of technical expertise, the CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our WYSIWYG editor.

The page content creation functionality is separate from the overall design of the site; the content will reflect font sizes and styles associated with the various heading levels and content types. Content changes will not affect the design, though the site breadcrumbs, page structure and sitemap will dynamically update upon publish of any content changes.

This front-end edit feature makes updating website content even quicker and easier, as users have point-click-edit access to information, right from the front-end of the website. To edit content, all you have to do is follow the steps below.

Step 1: Find the page creation icon, and click on the area of the website that you wish to edit.

Step 2: Make changes to the website, then click 'Save'. Changes are immediately reflected on the site.



A great tool for users to update the website from the public view, CivicPlus' Live Edit allows you to see where your information will be posted before you make any changes. If you would like to move a page under a different department or move the entire department section of your website to a different location, just follow the steps below.

Step 1: Find the page creation icon, and click on the section of the navigation you wish to move.

Step 2: Drag-and-drop the page or section in its new location. Changes are immediately reflected on the site.

Unlimited pages can be created with the CivicPlus GCMS® and there is no limit to the depth of pages that can be created. You are responsible for the depth of navigation. With mega menus and dropdown and pop-out menu functionality, you can essentially get to any page on your website within a single click if you desire.

Content Library

The Content Library features galleries full of templates and pages all at your fingertips. It is a way for you to create and share page templates and layouts between coworkers, departments or with the entire CivicPlus community. The Fire Department is not sure what pages to include under their section? Find examples in the Content Library. Want to share a great page that you made on your website? Share it with the entire CivicPlus community.

Templates and pages are categorized by type or department and available in all site sizes. CivicPlus includes its own personal picks and best practices for each type and department. Pages and templates can be voted on and rated by your peers, with the ability to view top downloads and top contributors from the entire CP community. The highest rated and downloaded templates will have their creator placed in a CivicPlus Hall of Fame.

Content Scheduling

When creating an entry, simply select the date and time desired for the material to publish and/or unpublish. Material can be set to auto-unpublish or it can be manually retired.

Every aspect of the system has the ability to have expiration dates. These dates are logged in an Expiring Items Report and can have an automatic email sent to you 72 hours before it is set to expire. When items expire they are unpublished from public view but will remain in the system until someone manually removes them from the archive. This allows you to bring the page back at any time with updated content.

Content Versioning

The GCMS® includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content so that previous versions can be accessed or used, if necessary.

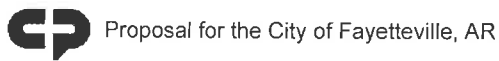
Archived content can be viewable by the public if desired, but is typically not shown on the public-facing side of the site and just housed within the Archives. Administrators and staff with module access may access those archives; others will not see them.

Dynamic Layout

The layout for your website is determined by you and the designer. The placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily. Our consultants make recommendations based upon website-user studies and research on best practices.

Dynamic Page Components

Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.



Dynamic Breadcrumbs & Site Map

When a user visits your site, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself to your menu system. So if a menu item is renamed, added or deleted in your navigation, the site map will reflect those changes.

eCommerce Integration

While CivicPlus does offer our ePayment Center, we also work with numerous trusted third-party payment processors to handle payment and account information, allowing your citizens to easily log on and pay bills ranging from property taxes to utilities. The payment processor used for transactions is dependent upon the municipality's wants and needs, with every effort made to ensure a clean, seamless on-site presentation of the payment portal.

Of the vendors that we've worked with, many allow for one-time credit card or debit card payments, payment through the Automated Clearing House (ACH) network and even Interactive Voice Response (IVR) payment options via telephone. Many give users the option for automatic bill payment, with payment being automatically withdrawn from the specified account on a certain day each month. These payment processors feature payment and usage reporting, and all of our eCommerce partners meet the Payment Card Industry's Data Security Standard (PCI DSS). Integration of third-party vendors is subject to scope and additional fees.

History Log

Easily track changes made to your website by all of your users with the History Log. Track changes made to items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Integration/Interfacing

CivicPlus has performed a variety of integration services for our clients, all of which work cohesively with most third-party software applications. The CivicPlus GCMS® is different from other standard design programs, in that we have the ability to link with most software or databases you are currently utilizing. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.

Integration can take place on varying levels, from simply linking to a third-party-hosted site to dynamically drawing in content from other existing sites to actual custom programming to integrate services into our GCMS®. Our typical method of integration involves dynamically scraping content from an existing web application, allowing continuously updating content or form fields to access an application to be drawn directly into the CivicPlus-created site.

If a web interface currently exists for an application on a client's web server, we recommend moving it to a third-level domain so that it can remain active when the CivicPlus site is launched; CivicPlus can then draw in that content from the third-level domain directly into the primary site at a lower cost than actual integration into the GCMS®.

If true integration rather than interfacing is required, the project will need to be more fully scoped and additional charges may be incurred.

Intranet

We can set up an Intranet for your site to be used by employees or other groups that need to share non-public resources. An intranet is a secure location on your website that allows employees to login and access information specific to them, and you have the ability to set up multiple Intranet groups with varying view rights.

Most modules available to the public on your site are also available for use on the Intranet. For example, you can use the Calendar Module to notify employees of work events; FAQs to answer questions about wages; Notify Me® to send notification of flexible benefits deadlines; and News Flash module to let employees know of births, marriages and other personal events.



Levels of Rights

Most information is constantly changing and needs to be updated frequently. With CivicPlus, each department is capable of updating their own content. Even though each department can update their own information and web pages, the menu structure, top of page, banner and navigation throughout the site remains the consistent.

A central administrator is given the ability to establish groups with specific rights and capabilities to update the website. Users are then assigned to those groups based upon the role they will have in updating the website. Users of the administrative system may be defined as publishers or authors of the content, or as administrators of modules. A central publisher for each department can then approve the pages.

LDAP Authentication

LDAP authentication provides our clients with a powerful and simple way to manage users and permissions within our system by syncing your website up with your existing active directory database, negating the need for multiple user upload and sign-on. Features of this functionality include:

- Log on with existing network account credentials
- Automatic user creation
- Automatic permissions setup
- Integrate with other non-LDAP authentication systems
- Easy-to-use "remember me" sign-in
- Security features like "next required login"

Because LDAP authentication requires custom programming time, **additional fees apply**.

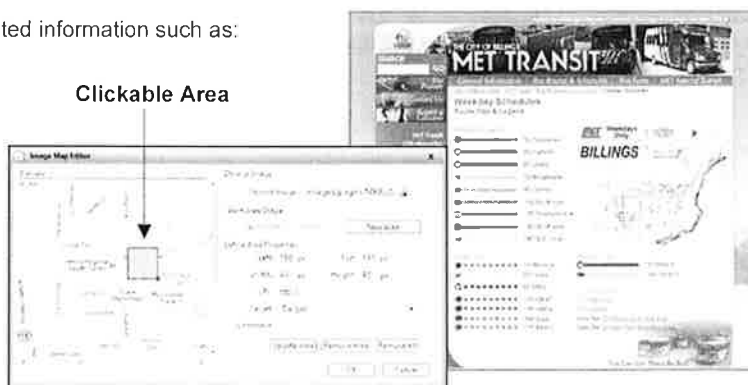
Link Redirects

This is helpful in marketing an area of your website by creating a web address that is easy to remember. Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more obvious link is great for print materials and much easier to tell people how to find a particular page on the website.

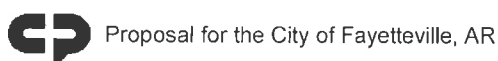
Maps – Clickable, JavaScript or Flash

Help website users find commonly requested information such as:

- Bus schedules
- Parks
- Walking tours
- Bike paths
- Trash pick-up schedules
- Location of highways
- Tourist attractions
- Education information
- Major employers
- Demographics



Maps can be customized as simple, clickable maps through the use of our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for Javascript or Flash development). Either one provides a great way to present your community to web visitors.



Media Center with Live Streaming Video (not included)

The Media Center Module provides an affordable way to upload video files and stream live video right through your website without the need to purchase costly third-party solutions.

Media Center is optimized for the storage of video files, but it takes you a step further by providing an avenue to stream meetings, demonstrations and events right through your website. All you need to get started is a camera connected to a computer with internet access.

Because the storage capacity needs vary from client to client this module is not included, ***please speak to your regional sales manager for pricing.***

Portal Page Development

Portal pages are often developed to bring numerous site resources together into one central entry location. Creating a graphic overview, the portal provides direction to a diverse group of site visitors while reinforcing your website's key message. Portal pages may be simple links or may be developed using animation such as JavaScript or Flash programming. Because there is additional design and programming time involved with portals, additional fees apply.

Printer Friendly

Our printer friendly functionality does more than simply call the browser's print command – it separates the critical content from the template so as to give a clean presentation of the information that needs to be printed without the menu structure and banner information.

RSS Feeds

RSS stands for Real Simple Syndication, and in short, it's a way of bringing your site to the people rather than waiting for them to come to your site to find out new information. When a user signs up for RSS feeds, they receive email notifications of the latest news updates without having to visit your website. RSS begins by downloading a free reader and then subscribing to the feed. Then, as often as the website is updated, the subscriber receives notifications of these updates at their earliest convenience.

Site Search

On the public side of the site, we supply all our clients with a robust site search with advanced search features. The CivicPlus Site Search will search through web pages on your site, PDF documents, any module entries and document files. Video and sound files are searched by name. The Site Search organizes the results by the type of information (calendar item, web page, Microsoft files, PDF documents, etc.)

With the Site Search Log, site administrators can review a history of searched-for words by frequency, date, time and exact terms input by site visitors. This is a helpful tool for your site users and also a means of keeping your staff in-the-know of what items are being regularly searched on your site.

Supported Browsers

Websites built by CivicPlus are viewable in all common browsers; however, they are optimized for administrative use with Windows 2000+ and supported in the two most recent versions of any major browser including: ***Internet Explorer, Firefox, Safari and Chrome.***

Website Statistics

In order to review how your site visitors are using the site, administrators will be trained on the use and analysis of the web statistics, which are provided through Piwik Analytics. Important information can be pulled from this data in order to make decisions about the use of the website.



Technical Environment

CivicPlus' Network Operations Center – based in Kansas City, MO – is set up specifically for website hosting and administration. Redundant power sources and internet access ensure consistent and stable connections, and regular hardware upgrades make certain that CivicPlus-hosted sites are maintained on up-to-date, reliable equipment.

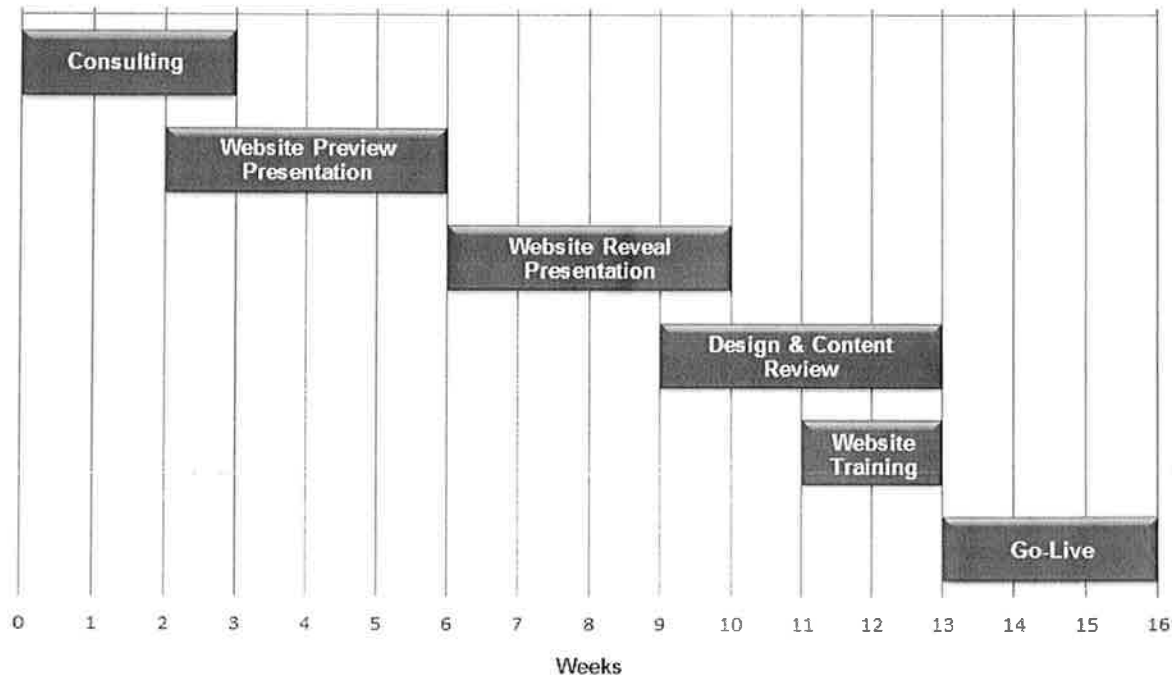
Hosting With CivicPlus Includes:	
• Shared Web/SQL Server • DNS Consulting and Maintenance • Monitor Bandwidth-Router Traffic • Redundant ISP • Redundant Cooling	• Diesel Powered Generator • Nightly Tape Backup • Intrusion Detection and Prevention • Antivirus Protection • Hardware Upgrades
Physical Security	• Biometric access • Proximity card key system prevents unauthorized access to servers • High-resolution, closed-circuit video with time lapse recording covering secured areas • All visitors require a full-time escort within hosting area • Redundant cooling systems
Power	• All systems fed by uninterruptible power supplies (UPSs) with diesel-powered generator backup
Bandwidth	• 1GB burstable internet capability with option to expand • Multiple carriers to provide redundancy for continuous connectivity – including MCI/Verizon, Hurricane Electric and Cogent • AT&T: 45Mbps fiber optic network • Cox: 100Mbps fiber optic network • BGP internet routing; continuously monitor and manually balance internet load between carriers for optimal speed
Monitoring	• Round-the-clock (24/7/365) monitoring of all critical components, including: internet connectivity, servers, routers, switches and power systems
Backup	• Tape backup performed daily • Off-site tape archive
Antivirus	• Continuously scan system • Signature files auto-updated every 4 hours from national registry
Data Security	• Server operating systems applied as necessary • Router level port blocking and reporting • Router level packet filtering and reporting • Server level port blocking and logging • Ongoing security analysis by Cisco security specialist
Data Redundancy	• RAID Level 5 data storage array • RAID 1 + 0
Intrusion Detection	• Redundant Palo Alto Advanced Services Firewalls
Staff Certifications	• Full-time electrical engineers (EE) • Full-time Microsoft-certified systems engineers (MCSE) • Full-time Cisco-certified network associates (CCNA) • Full-time Cisco-certified network professionals (CCNP)



Implementation Plan

Our Project Development Approach

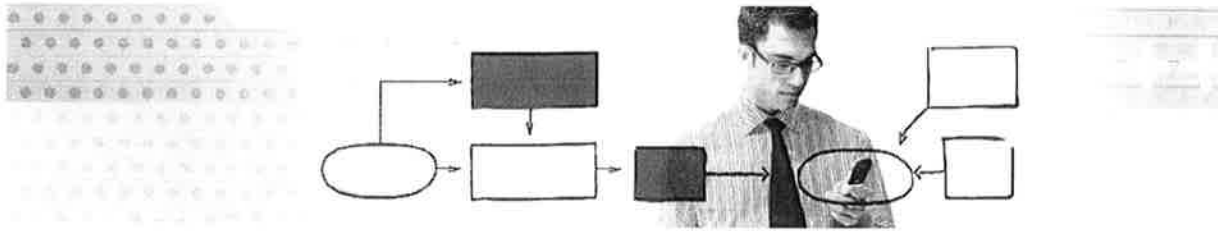
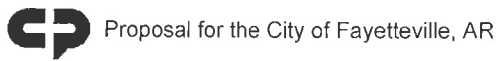
Consulting, design, usability guidance, programming, secure hosting and dedicated training -- CivicPlus delivers all of this and more during the development of your new website.



Typical Project Timeline	Timeline
Phase 1 - Consulting (may vary with on-site meetings) Includes: Needs assessment, best practices, and takeaways assigned.	4-5 weeks
Phase 2 - Website Preview Presentation Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5 weeks
Phase 3 – Website Reveal Presentation Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.	3-4 weeks
Phase 4 – Customized Website Training (varies based upon amount of content) Includes: Customized to give your staff the skills they need to maintain your website.	3-4 week
Phase 5 – Go Live	3-4 weeks
Website Launch	16 -22 Weeks (On Average)

Because of the unpredictable timelines associated with bidding processes, we rarely supply a custom timeline in our proposal responses. Working together, we want to ensure a realistic timeline is available to meet your specific goals.

Through the outline of our proven development model provided in this proposal, development timelines can be estimated based on the date of the project's initiation.



Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager, senior content developer and senior designer. You will work with your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed prior to consulting.

Whether you prefer a more relaxed schedule or a more aggressive timeline, your project manager will discuss the implications of deadlines and the expectations required to keep the project on track. Timelines may be modified upon discussion with your project manager.

Your Role

Tasks your staff will need to complete:

- **Assess Your Current Website**

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

The 6 Stages of Digital Community Engagement Survey – You will take a 3-5 minute online questionnaire to determine where your current website fits on the Community Engagement Scale, www.digitalcommunityengagement.com.

Department / Division Form - This form will be filled out by each department or division. Each department / division should have an understanding of what services they provide, to whom they provide those services, how they are currently communicating information, their future online communications goals and what they like/dislike about their current web presence.

Functionality and Design Form - This form will be filled out by your project web team. Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.

Training Information Form for Departments - This form will be filled out by your project web team to help CivicPlus understand the pain points you encounter in your job. We will call out ways to address your pain points during your training sessions.

Web Team Form - This form will be filled out by your project web team. Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus Project Team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.

- **Clean House**

Update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is applicable and up-to-date.



Phase 1: Consulting

A CivicPlus consultant will work with you to determine the right direction for your new website. The items you complete prior to consulting play a critical role in establishing the best approach for your site. The items to be reviewed are:

- **Needs Assessment**

Review the 6 Stages of Digital Community Engagement Survey to determine at which stage your current website ranks and set a goal for your new website. Review the goals and expectations you submitted on the Web Team Form to make sure there is a clear understanding of what the new website needs. Together, we will establish what it will take to meet your website goals regarding design, content and engagement.

- **Functionality & Design**

Review the information submitted via the Functionality & Design Form to make sure there is a clear understanding of what the new website has to have.

- **Department Needs**

Meet with your departments to ensure a clear understanding of CivicPlus' Best Practices & Standards for content and gather information on the potential pain points for each department.

Your Role

Items your staff will need to provide:

- **Website Statistics**

Gather statistics from your current website from the past 12 months.

- **Photos and Template for PDFs**

Collect pictures to be used in the overall design of the website. Provide a MS Word document template that features your branding / logo. This will be used when converting content into a PDF.

- **List of Departments**

Compile a list of all divisions and/or departments within your organization.

- **Applications**

Submit a list of third-party and in-house developed applications presently being utilized on your website.

- **Site Map**

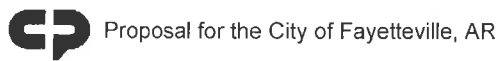
Pull a site map or outline of your current website's navigational structure. This gives a clear overview of the existing information on the website, including the number and location of pages.

- **Content**

Provide a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements. Continue updating the current content on your primary website.

"I think that the modules that are offered give a lot of flexibility to not only the taxpayers but our employees. We can use this site as much as a tool as the taxpayers do."

-Michael Leiker, Ellis County, Kansas



Phase 2: Website Preview Presentation

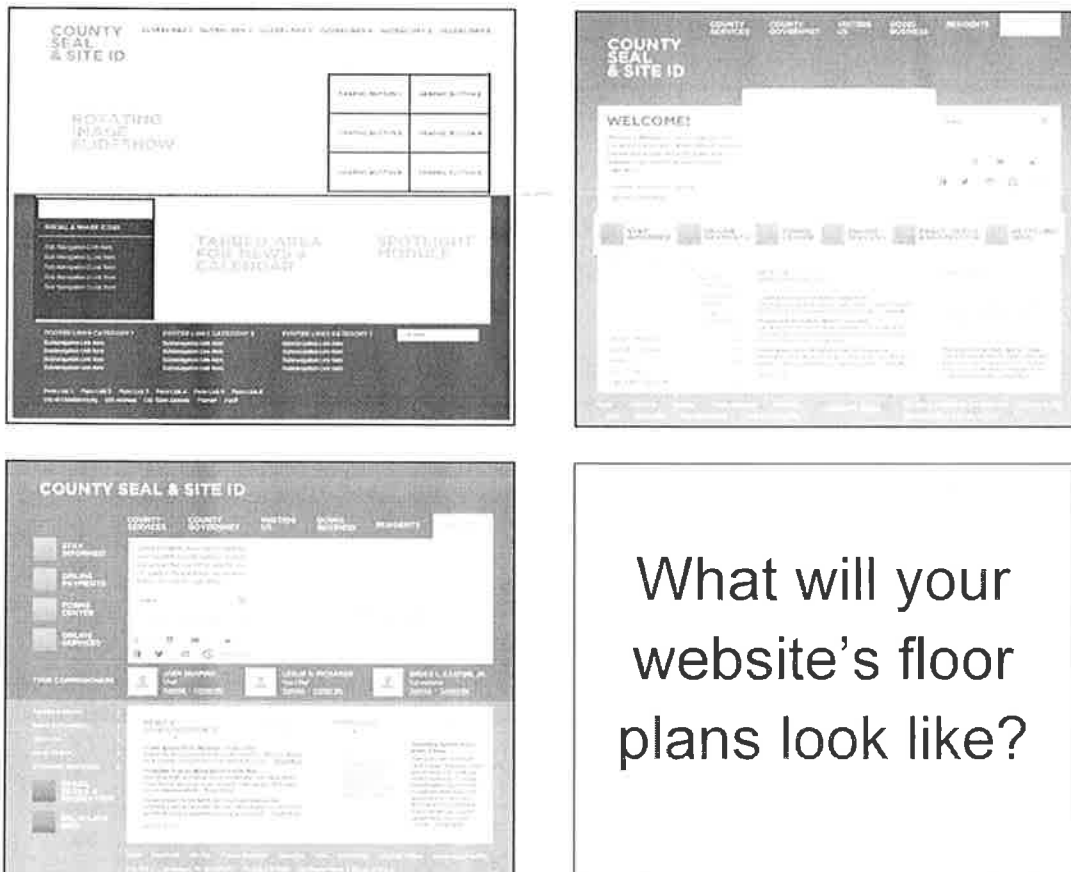
Based on your results and goals outlined during consulting, your Project Team will collaborate to present the most effective user interface for your website, ensuring a flexible design optimized to display in any format now and in the future. Deliverables include:

Layout

You will be presented with two **custom** layouts that showcase the placement of your navigation and key functionality. Very similar to the floor plan of a house, each layout will allow you to focus on where things are and if the function and proportion of the space is adequate.

Website Layout

The examples below are **not** template layouts. They were created based on specific clients' goals, during their consulting phase. Though layouts may contain the same elements, you must keep in mind that they can be arranged differently.



Intuitive, Usable Main Navigation

Simple navigation and consistent page layouts ensure that your visitors can easily find the information they seek. We'll provide you with a complete recommended navigation for your new website based on your community engagement goals and our prior experience in working with government entities.



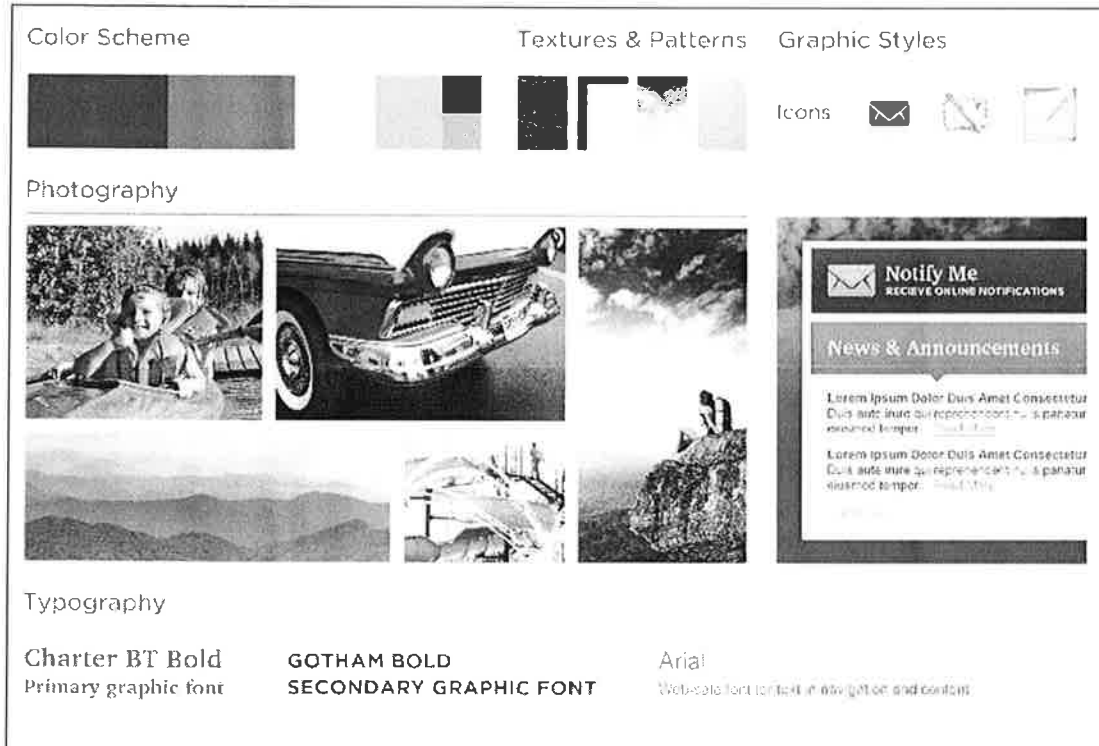
Mood Board

Your Project Team will also present a custom mood board reflecting the color and imagery that will set the tone for your design.

What is a “Mood Board”?

A mood board is a collection of colors, textures, images, graphics, text and descriptive words. These items will be applied to the floor plan you choose. Think of this as the paint that will be used on the canvas that you have chosen.

Example of a Mood Board



Your Role

- **Approval**

Once you approve your layout and mood board, your designer will begin development of your design.

- **Marketing Packet Meeting**

Review marketing packet materials and guidelines.

- **DNS Worksheet Due**

You will need to ensure that CivicPlus has all the necessary DNS items identified for your website launch to be successful.

"The design phase was great. Your design team was really great. They could take our little comments and make our design reflect our city. They were so good about making our changes and coming up with great ideas."

- Melissa Weiss, Creve Coeur, Missouri



Phase 3: Website Reveal Presentation

Your Project Team will present a fully functional website based on your goals, our recommendations and our combined vision. The team will explain how its expertise has shaped your design and transformed your navigational structure. Your website is now 85 percent complete and, with minimal time investment, your website will be ready to launch!

Content Migration

During the Kick-Off Meeting and Phase 1 your staff had the role of updating the content on your current primary site. While you were making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, www.Usability.gov and www.HowTo.gov. We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. We will also bring over your agendas and minutes. There is no limit to the pages you can create after you have gone through training.

Design/Wireframe Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition as many times as you deem necessary, up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted.

Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project. Copyright authorization and/or photography production are required unless you already have quality, usable photographs. Additional fees for stock photographs or other images are not included in the estimate.

Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet almost all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

Your Role

- **Approval**

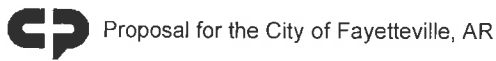
Evaluate presented design and revisions until you are satisfied.

- **Content Review**

You will review your new website's content and create a list of all the items you would like to see changed. Your CivicPlus trainer will go over your list with you during training, so your staff can gain hands-on experience.

- **Training Preparation Meeting**

We will help you identify the skills and tools your staff needs to quickly and easily update your website.



Phase 4: Customized Website Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus provides in-person or online webinar training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live.

We want to make this an enjoyable experience, while encouraging your staff to participate in learning activities that give them a comprehensive understanding of your website. Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

Website Best-Practice & Usability Consultation

Based on your internal daily tasks and workflow, CivicPlus consultants share best practices with your staff for delivering automated services to your site's visitors. One-on-one or department-specific task analysis is included. Each hands-on session is designed to enhance your team's communication skills and highlight their individual specialties that emphasize your public value.

Features, Module & Page Creation Training for Administrators & Content Contributors

To better understand your site's navigation and page layout and how these affect target audiences, we will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scannability.

Typical CivicPlus Training Schedule

Admin Training	Modules (cont.)	Modules (cont.)	Pages & Wrap-Up
Introduction to Website	News Flash	Alert Center	Page Creation
Admin Dashboard	Document Ctr. / Archive Ctr.	Community Voice	Advanced Page Creation
Admin Tools	Opinion Polls	Facilities & Reservations	Assist departments and staff in page creation
Intranet	Staff Directory	Forms	Consult with departments and staff on further development and ways to enhance site
Urchin Statistics	Resource Directory	Request Tracker	Wrap-up session
Set Up Groups & Users	Notify Me®	Agenda Center	
Modules Training	Jobs, Bids & OJA	Featured Info	
Quick Links	Photo Gallery & Postcard	Real Estate Locator	
FAQs	Slideshow	Carb. Calc. & Healthy City	
Calendar	My Dashboard		

Training schedules vary depending on the number users to be trained and hours available but will cover the topics shown. Training manuals are available online and can be downloaded at no cost.

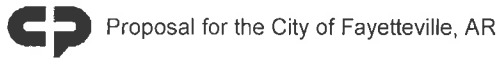
"CivicPlus is the company for municipal websites. I can't imagine working with anyone else."

-Krystal Britton, Hinesville, Georgia

Vendor Name:	
Customer Name:	
Customer Contact:	
Customer Phone Number:	()
E-mail Address	

[illegible]

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Phase 5: Go Live

Your Project Team will provide you the information you need to prepare your site for Go Live. This is an exciting time; it is the last step before your new site launches!

Testing and Review

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

We will confirm that your initial communication goals developed in Phase 1 have been met, and then your new website is launched to the public. You will continue to receive both technical and consultative support.

Search Engine Registration & Optimization

Before Go Live, your site will be registered with the top search engines. A brief description and a list of key words pertaining to your new website will provide search engines the necessary information to find the website when a user enters a search for your website.

Search engine optimization (SEO) is an important tool to improve search engine page rankings. CivicPlus uses several methods to improve the SEO of our websites. These include development of quality content, use of strong keywords and solid page descriptions. In the near future, changes are planned to further strengthen SEO for our clients. These changes include but are not limited to: user friendly URLs, optimized images and improvements to the site map and page descriptions. These changes will help drive your website to the top of search engine results.

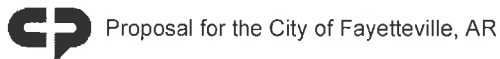
Continued Communication

After your site launches, CivicPlus provides ongoing support. As your site grows, our support team will ensure that you receive the following resources:

- Press release creation
- Monthly e-newsletter
- CivicPlus online support
- Annual site reviews

"With CivicPlus, you're not just getting a website. It's social media, it's emergency alerts, it's my weekly blog, it's the mobile version of the site. Our website is tied to Facebook and Twitter, so updates are automatic. We're pushing information to where the people are. What good is all the good in your community if no one knows about it?"

-Thomas Russo, Newton Township, New Jersey



Responsive Design

Design is not only about reflecting your community's unique personality, but also about the citizen experience. Every day, more users visit websites using tablets and mobile devices than ever before. Those users are looking for the same content and features available on the full website – CivicPlus' responsive design capabilities open the door for a truly device-independent experience.

Through dynamic resizing of graphics and architectural elements, responsive CivicPlus sites alter their presentation to fit whatever devices citizens are using to access the content – mobile devices, tablets, laptops and desktops. There's no need for separate mobile versions of the website that may limit the amount of content that can be displayed. A responsive site covers all devices and all screen sizes. This means more than a trendsetting way to view content; it means accessibility and communicating with your citizens in the ways they expect.

In addition to responsive design, CivicPlus can meet your accessibility needs through a number of other methods, including custom mobile applications for specific smartphone or tablet operating systems and our advanced mobile detect and display technology, MuniMobile. Your project teams will consult with you regarding the possibilities of all options, ensuring your new site meets both your needs and your citizens' expectations.

GoCitizen Pro Custom Mobile App

The CivicPlus GoCitizen Pro Custom Mobile App is designed to look and work great on both iOS and Android mobile devices. Designed to keep users informed, content and alerts can be scheduled for automatic delivery. The controls are simple and easy for anyone to use. The GoCitizen Pro app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile site visitors. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.

We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your site visitors are interacting with you. ***Our mobile app is available for an additional fee.***

Benefits of the GoCitizen Pro:

- **Cross-Platform Compatibility.** GoCitizen Pro is designed to both look and work great on both iOS and Android mobile devices. The controls are simple and easy for anyone to use.
- **Push Notifications.** The GoCitizen Pro mobile app will keep your citizens informed. Content and alerts can be scheduled for automatic delivery, freeing up local administrators for more pressing tasks.
- **Fully Integrated.** The GoCitizen Pro app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile citizens. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.
- **Custom Design.** We've got it covered. We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your citizens are interacting with you.
- **Emergency Alerts.** Alert your citizens about emergencies in the community quickly and efficiently right to their mobile devices.

MuniMobile™

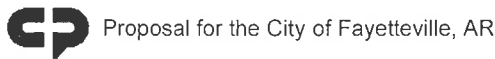
CivicPlus' MuniMobile™ feature ensures that your website will have a mobile-compatible version, automatically, with no extra work required. Given the near-ubiquitous demand for full-mobile sites, ***CivicPlus offers this functionality at no additional cost.***

The design, navigation and content of your website will be automatically configured in such a way that a person viewing the site from a mobile device will still be afforded the same ease-of-use and intuitive setup as if they were navigating the website on a computer, with an option to view the full website available as well.



Staffing Plan

1.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.																														
	<table border="1"> <thead> <tr> <th>Project Role</th> <th>Project Responsibilities</th> <th>FTE</th> </tr> </thead> <tbody> <tr> <td>Executive Sponsor(s)</td> <td></td> <td></td> </tr> <tr> <td>Project Manager</td> <td></td> <td></td> </tr> <tr> <td>Content Owners</td> <td></td> <td></td> </tr> <tr> <td>Content Contributors Team Participants (per member involvement)</td> <td></td> <td></td> </tr> <tr> <td>Training Coordinator Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Communications Office</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> </tbody> </table> Upon the first meeting with your project manager, they will discuss the details of the project and help Fayetteville decide what city staff members will be a part of the project. This discussion will allow Fayetteville to be as involved with the project as you would like, ensuring the best project for you.	Project Role	Project Responsibilities	FTE	Executive Sponsor(s)			Project Manager			Content Owners			Content Contributors Team Participants (per member involvement)			Training Coordinator Team Lead			Communications Office			Other Roles			Other Roles			Other Roles		
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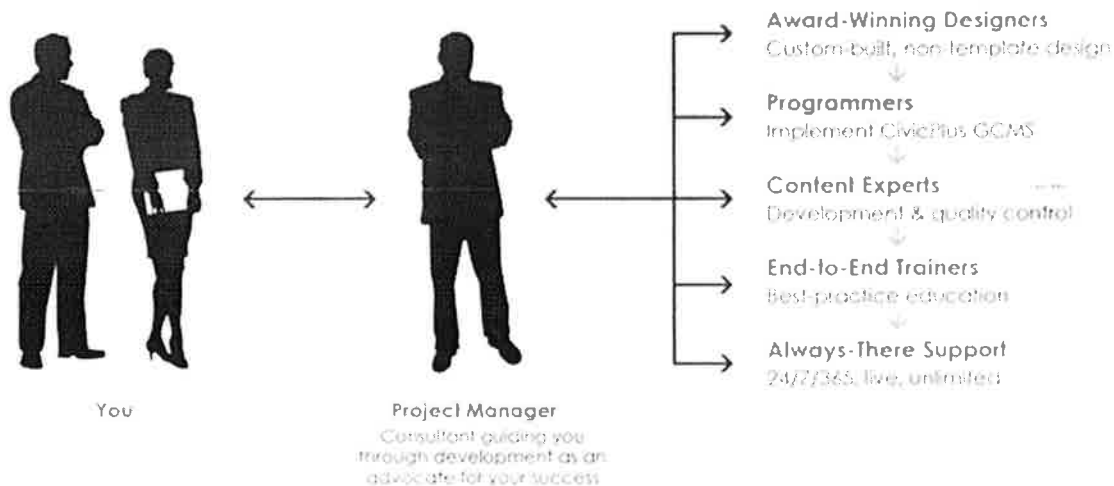


Let Our Experts Be Your Trusted Advisors

Only CivicPlus offers the depth and breadth of staff for next-generation eGovernment communication projects. Depending on the size of and duration of your project and whether you utilize our creative, branding and advisory consulting teams, we will engage between six to 11 experienced staff members, representing approximately 7-13% of our full-time staff.

Utilizing his strong technology background, your dedicated regional sales manager, Robert Disberger, initially works with you to determine the best solutions for your administrative users and website visitors.

A member of our seasoned project management team oversees the inter-departmental and client interactions, assuring that your project will be developed in a timely manner by professional website experts. Using their knowledge of effective online citizen engagement techniques – with specific case studies and examples – they will ensure the process transitions smoothly from phase to phase. After the completion of each phase, you will be encouraged to fill out a survey rating the project process as well as CivicPlus personnel. The CEO receives the surveys and is personally accountable for your satisfaction, which we guarantee, or we'll refund your money.

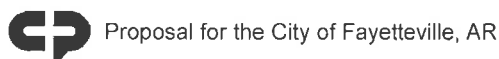


A Process Dedicated to Helping You Succeed

Upon completion of a custom design, setup of the website, development of modules, content development and quality control review, your trainer works to ensure your staff masters the simple Government Content Management System (GCMS®) and learns basic website usability concepts. Your new site is then launched and your support calls are handled by our Client Care Department.

Your Role

Your role during the project will be to answer questions, provide input, gain your staff's feedback to complete forms and provide necessary information so CivicPlus can develop recommendations for your design, navigation and content. Your project manager will explain the work required to achieve your goals. Pre-project, on-site strategic planning sessions can be added to the project at an additional cost.



Proposal for the City of Fayetteville, AR

Dedicated Project Team

CivicPlus maintains a staff of dozens of personnel who excel in the development and support of government websites. From project management, design and development to training and support, our highly qualified staff ensures the success of your website throughout all phases of construction and beyond. Our expert project leaders (listed below) will match you and your needs to a team of highly qualified specialists who will work directly with you throughout your entire project. *If selected, your project team, including project manager, will be assigned upon contract signing.*

Robert Disberger – Regional Sales Manager

Education	10+ Years of Experience	Role at CivicPlus
Kansas State University	Training and consulting services	Determine the best solution for your website and budget
Resume	Aligning regional and market strategic priorities	Overall account management
Sales Manager	Strategic marketing and sales planning	Ensure customer satisfaction
Customer Service	Increase industry exposure, customer retention and referrals	Oversee product development and product marketing

Katrina Lewison – Manager of Project Administration

Education	9+ Years of Experience	Role at CivicPlus
MA Organizational Psychology and Leadership	Client needs analysis & account management	Direct tasks and staff members
BS International Relations	Deadline satisfaction goals	Timeline allocation
Master of Public Policy Administration	Personal coaching and goal setting career moves	Project consultation and quality assurance
Resume	Policy implementation and tracking	
Talent Acquisition Consultant	Leadership and ethics trainer	
Director of Development and Talent Acquisition	Managed community development projects, including engineering/construction work	
Executive Officer U.S. Army		

Larissa Palmer – Manager of Content Development

Education	4+ Years of Experience	Role at CivicPlus
Agriculture	Data Management	Oversee content quality management
Business Administration	Contract Negotiation and Review	Test new products and services for CivicPlus
Resume	Sales and Customer support	Ensure incoming projects remain on schedule and are completed in an excellent manner
Project Management	Cost Analysis	
Business Strategy	Strategic Project Reporting	
Contract Development and Administration		



Proposal for the City of Fayetteville, AR

Tony Ridder – Manager of Creative Services

Education	20+ Years of Experience	Role at CivicPlus
BA Fine Art	Graphic design, web design and assembly, computer and traditional illustration, photography, and interactive media	Head creative development and graphic representations
Resume		
Digital Imaging Instructor	Branding and logo expertise	Direct design team and programming
Creative Director	Create and direct marketing media campaigns	Responsible for each website overview and uniqueness
Senior Illustrator & Photographer	Photography and graphic design teaching	
Thorough recognition of web design and video creation	Proficient in website layout, initial design, setup of initial pages and functionality of site	

Quinton Randel – Manager of Training and Consulting

Education	10+ Years of Experience	Role at CivicPlus
Information Assurance and Network Security	Website usability expertise Content development Customer service	Customize the training and consulting experience to your skill set
Resume		
Trainer and Consultant	Expertise in MS Word, Website Management Systems, module functionality, admin functions and creativity	Provide creative application ideas for the CivicPlus GCMS®
Operation Management	Account Management	Effective communication in plain language
Technology Sales		
Lending Analyst		

Amy Vikander – Director of Client Care

Education	10+ Years of Experience	Role at CivicPlus
Graphic Design	Customer Service	Conscientious care of the continuing relationship between CivicPlus and client
Resume		
Property Management	Project management	Prompt aid on support issues
Client Service Team Leader	Team management and leadership	Knowledgeable answers for "how to" questions from client's staff
Client Implementation Coordinator	Managing customer relationships	
	Training	



Ongoing Support Services

With CivicPlus, you will discover a team of people ready to help you at any time. We are not just with you for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to build your site into the best site it can be.

Community Engagement Consultants

CivicPlus has a team of Community Engagement Consultants to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Around-the-Clock Technical Support

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and emergency services are available after regular hours with our on-call staff 24-hours a day.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.

Maintenance & Support Includes:	
Support	Maintenance of CivicPlus Application & Modules
7 a.m. – 7 p.m. (CST) Mon. – Fri. (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	Upgrades
Dedicated Support Personnel	Fixes
2-hour Response During Normal Hours	Improvements
Usability Improvements	Integration
Integration New and Upgraded Services	Testing
Proactive Support for Updates and Fixes	Development
Online Training Manuals	Usage License
Monthly Newsletters	
Phone Consulting	
CivicPlus Connection	

Automatic CivicPlus Software & Module Updates

All CivicPlus customers receive the benefits of new features and upgrades that we add to our ever-growing Government Content Management System (GCMS®). The core of the CivicPlus product offering grows with you and your community, ensuring that your site never grows stale and that your website is truly an investment.

Mobile Website Detection & Browsing

Mobile browsing is automatically available with a CivicPlus-developed website, meaning your residents can easily access and refresh your site and its important content from any mobile platform, such as their iPhones, Androids, Blackberrys, etc.

Software Licensing

No programs or software are necessary to install, meaning you and your staff can update the site from any internet connection or platform (Mac or PC) at any time. Fayetteville will **not** pay money per seat to install software. You can have an unlimited number of users in the system. Citizens Request Tracker is limited to 5 users; additional user licenses may be purchased.



Proposal for the City of Fayetteville, AR

Training & Support Opportunities

We want your website to be an investment that holds its value over time rather than a big expense that you have to budget for every few years. We apply this same thinking to our approach toward training and support, too. After the launch of your website you should be able to keep current staff as well as new-hires trained and supported as they update and maintain your site. CivicPlus offers ongoing training and support, as well as the incredible resource of more than 1,600 other municipalities that use the CivicPlus Government Content Management System (GCMS®). Stay up to date and always informed with unlimited access to the CivicPlus Connection.

When you join the CivicPlus community, you're connecting with our entire staff as well as a network of more than 1,600 cities, counties and other government entities that use the CivicPlus solution. CivicPlus Connection – a social network for CivicPlus users – invites our customers to engage us and each other even more!



By logging onto CivicPlus Connection, you can:

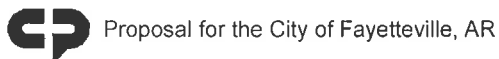
- Earn different levels of CivicPlus certification, from contributor to webmaster, at our online testing center
- Access online training manuals and videos to learn the tips, tricks and processes to become the expert at creating the best website for your users in the CivicPlus University section
- Attend webinar series for refresher trainings or for sneak peeks at the newest features and functionality in development
- Try to stump the CivicPlus trainers with a question
- Share ideas and contribute to bettering our community through opinion polls, surveys and group discussions
- Stay up to date on the latest trends in web technology, design and government processes through blogs, webinars and informational updates tailored to local government professionals
- Access our always-available online support center for our clients
- Signup to be a part of the CivicPlus beta testers to get your hands on the newest features and functionality first

The CivicPlus Connection is another exciting benefit to the CivicPlus client experience and available only for clients who have been through initial training.

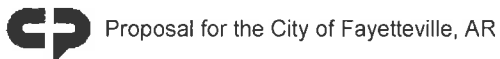


CMS Software Requirements

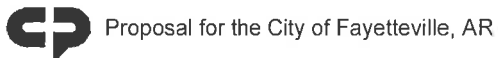
APPLICATION REQUIREMENTS	PRIORITY	AVAILABILITY	COST	COMMENT
The solution is to be hosted at the City	L	N		
The solution is to be hosted at a vendor or 3rd party location.	H	Y	Included	
The solution is cloud-based	H	Y	Included	
The solution will support 20 web editors concurrently	H	Y	Included	
The solution must have acceptable speeds using the City's allotted internet bandwidth of this product of 25 MB	H	Y	Included	
City IT must have access to the source code or the source code must be placed in escrow.	M	N		
Product support and software upgrades must be included in any maintenance plan for the system.	H	Y	Included	
The software must integrate with software packages using standard APIs and Web Services. The most relevant examples are Hansen and ApplicationXtender.	H	Y	Included	
The solution should allow for the creation of a secured Intranet site that is password protected and available from outside of the City's network.	H	Y	Included	
The solution must support viewing and editing on popular browsers, such as Internet Explorer, Chrome, Safari, and Firefox.	H	Y	Included	
The solution must supported viewing and dynamic page re-allocation on mobile devices. Minimally, it must work on IOS and Android devices.	H	Y	Included	
The solution must be Section 508 and ADA Compliant	H	Y	Included	
The solution should allow for Subscriptions to content or pages that then notify the users of any changes via SMS text or email.	H	Y	Included	
The solution must provide a user-friendly interface for administration and content editing	H	Y	Included	



User-friendly Citizen Engagement	M	Y	Included	
Integrated scheduled social media, rss feeds	M	Y	Included	
The solution should include tools to author fillable forms that can be emailed or integrated into applications with web services of Application APIs.	H	Y	Included	
The solution should provide multiple levels of Security that are configurable by the role of the user or editor.	H	Y	Included	
The solution shall provide breadcrumb navigation and additional global navigational elements.	M	Y	Included	
The solution shall provide scheduled content publishing and retirement.	H	Y	Included	
The solution shall allow scheduling content with no end date.	H	Y	Included	
The solution should support directory creation.	H	Y	Included	
The solution will support management of web content and related objects (templates, logos, graphics, etc.) in a gallery or repository.	H	Y	Included	
The solution shall generate and display thumbnails for selection of digital assets.	H	Y	Included	
The solution provides a dynamic site map that is automatically updated as web pages are added, deleted, or updated.	H	Y	Included	
The solution should allow for emergency information to be displayed quickly and easily on a banner located on the front pages of the hosted sites.	H	Y	Included	
Citizen Polls and Surveys module	M	Y	Included	
The solution should allow for Multiple events calendars to allow for divisions to create their own calendar of events.	H	Y	Included	
The vendor should provide help desk services to assist the City with using the software.	M	Y	Included	
The solution should provide basic site analytics to enable the City to report on visits to individual pages, items, and visit durations..	H	Y	Included	



Solution supports user customizable views for content modules on pages within the site.	M	Y	Included	
The site needs the ability to embed video that is hosted locally and to link to video at 3rd party sites, such as YouTube.	H	M	\$1,000 per year	Our Media Center module is available for \$1,000 per year.
The site should provide for design customization by those with proper security levels.	M	Y		
Document sorting by attributes	H	Y	Included	
The site needs to have Microsoft Active Directory integration for use with security rights and access to secured areas, such as the Intranet.	M	M	\$1,200 set up fee and \$300 per year	LDAP Integration is available for a one time set up fee of \$1,200 and \$300 per year.
The solution needs a utility to automate checking for broken URLs referenced on the site.	H	Y	Included	
The site should provide for URL Redirection from friendly names to the proper, long URL.		Y	Included	
The solution will provide reporting on the aging of content.	H	Y	Included	
The solution will provide automated reminders to content owners to update content on a configurable basis.	M	N		
The solution should provide OCR capabilities for documents that are uploaded to the site.		Y	Included	
The search and index function on the site should include internal searching of common document types such as PDF and Microsoft Office documents.	M	Y	Included	
The solution shall have a user-friendly, attractive design that projects a professional appearance.	H	Y	Included	
The solution shall have a user-friendly, attractive design that is easy to scan for information.	H	Y	Included	
The solution shall have consistent navigation to allow users to easily find their way through the site.	H	Y	Included	
The site will be built in a manner that will be conducive to search engine optimization.	H	Y	Included	

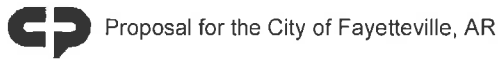


The solution will have dynamic navigation features that are easy to add, remove or update.	H	Y	Included	
The solution shall provide the latest cascading style sheet (CSS3) support.	H	Y	Included	
The solution shall provide the ability to copy and modify templates that are in the system.	H	Y	Included	
The solution shall provide out-of-the box navigation controls.	H	Y	Included	
The solution shall provide content publishing and deployment based on workflow-based approvals.	H	Y	Included	
The solution shall provide template-driven page layouts.	H	Y	Included	
The solution should provide support for in-line web content editing with a browser-based rich-text editor.	H	Y	Included	
The solution shall support the ability to preview content as it will appear to users.	H	Y	Included	
The solution shall provide a rich-text editor with spell check.	H	Y	Included	
The solution shall provide the option to generate printer-friendly pages.	H	Y	Included	
The solution shall provide the functionality to manage meta tags including title, keywords, description.	H	Y	Included	
The solution shall provide tools for developing page templates and layouts.	M	Y	Included	
The solution shall support the ability to import existing content in bulk.	M	Y	Included	
The solution shall support the ability to manage and apply metadata to web assets manually or automatically.	H	Y	Included	
The solution shall support the ability to author web content independent of page layout.	H	Y	Included	
The solution shall support the ability to insert graphics by reference.	H	N		
The solution shall support the following types of content publishing workflows (authoring, reviewing, approving, publishing, and managing):	H	Y	Included	
sequential and parallel workflow	H	Y	Included	

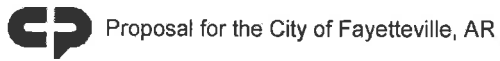


Proposal for the City of Fayetteville, AR

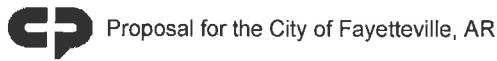
offline editing with check in/check out	H	Y	Included	
role-based authoring and workflow	H	Y	Included	
multiple approvers, multiple rounds	H	Y	Included	
random/ad-hoc reviewers	H	Y	Included	
The solution shall include a HTML code checker for reviewing HTML content.	H	N		
The solution must support HTML 5 capabilities.		Y	Included	
The solution shall provide the ability to highlight changes from one version to another.	M	Y	Included	
The solution shall support multiple reviewers reviewing pages simultaneously.	M	Y	Included	
The solution shall ensure that review comments are maintained and can be recalled and reviewed in the context in which they were made.	H	Y	Included	
The solution shall support multiple site layouts. Please note how many that the software is capable of.	H	N		One overall design will be created for the site.
The solution shall auto-create menus as new content is added.	H	Y	Included	
The solution shall version content that is created and edited.	M	Y	Included	
The solution shall support check-in/check-out of content.	H	Y	Included	
The solution shall provide the ability to roll-back to prior versions of individual content elements.	H	Y	Included	
The solution shall support GIF, JPG and PNG images.	H	Y	Included	
The solution shall provide tools for cropping or resize of images for display purposes without altering the underlying source image.	M	Y	Included	
The solution shall provide global tagging of metadata of digital assets.	H	Y	Included	
The solution shall provide a library of customizable content creation templates (such as press releases) out of the box.	M	Y	Included	
The solution shall support global search and replace functionality.	H	Y	Included	



The solution shall provide a mechanism to limit creation of content to predefined styles (fonts, colors, borders, etc.).	H	Y	Included	
The solution shall retain for archival purposes all versions of content even after content is no longer published for an administratively-determined amount of time.	M	Y	Included	
The solution shall support creation of content catalogs for grouping of digital assets.	H	Y	Included	
The solution shall automatically remove links to internal content which is no longer published.	H	N		
The solution shall support publishing a given piece of content in multiple areas.	H	N		
The solution shall support conditional publication of content (if...then...else logic structures).	M	N		
The solution shall support classification of content for publication.	M	N		
The solution shall provide a XML-based site map (to support SEO).	M	N		
The solution shall provide a site-wide banner solution and administrative interface.	H	N		
The solution will have the ability to integrate into popular social media sites, such as Facebook and Twitter. Embedded buttons should take users to relevant pages on the Social Media Sites.	H	Y	Included	
The solution should have the ability to support "1-post" functionality to popular social media sites that replicate content to multiple sources.	M	N		
The solution should offer of easily integrate into 3rd party translation services and seamlessly provide that functionality.	H	Y	Google	
Solution should have the ability to create and publish "mobile applications" for use on cellular phones and tablets.	M	M	\$5,700 set up fee and \$1,200 per year	A custom mobile app is available for a one time set up fee of \$5,700 and \$1,200 per year.



The solution is to have "Staff Directory functionality" with the option to publish specific pieces of information to different sites. (i.e. Pictures are displayed on the Intranet site, but not on the public site.)	H	Y	Included	
The solution should identify particularly active pages within the site within a given time frame and create a list of "Popular Now" links on the front page of the site.		N		



Vendor Questionnaires

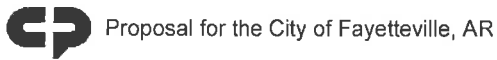
Company Background

Vendor name:	Icon Enterprises, Inc. d/b/a CivicPlus		
Software brand name:	CivicPlus GCMS®		
Software version:	N/A		
Is vendor prime contractor:	Yes ☒ No ☐		
1.	What are the key differentiators of your company and its proposed solution?		
	CivicPlus is the unique provider of the Government Content Management System (GCMS®) – and one of the most innovative, knowledgeable sources for engaging eGovernment websites. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment... all housed within a sophisticated design that resonates with your community and keeps citizen engagement in mind.		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
	Since 2006, CivicPlus clients have won an amazing 377 awards for their websites, and recently, the Center for Digital Government awarded CivicPlus their "Best Fit Integrator" award for being among the best private-sector information technology integrators for delivering extraordinary digital solutions to public IT projects.		
3.	What strategic alliance have you made to further strengthen your product and services?		
	Our in house product engineering team has extensive experience with creating new products while strengthening our current offerings. Extensive research of current and upcoming trends is a constant part of their job.		
4.	What is your niche in the marketplace and your preferred customer size?		
	CivicPlus has created eGovernment solutions for more than 1,600 towns, cities and counties serving more than 50 million people in 49 states, Canada and Australia. Our customer sizes range from small communities to cities and counties serving more than one million citizens.		
5.	Please describe the your commitment to providing solutions for the public sector marketplace:		
	100% of our business is to help governments connect with their residents.		
6.	How many fully operational customer installations of the CMS system proposed to Fayetteville (not other vendor product offerings), has the vendor completed?		
	Location	Arkansas	Nationally
	Local government	5	1,448
	Other public sector		160
	Other non-public sector		15
	Overall:	5	1,623
7.	Please state the year the vendor started in the business of selling the proposed solution to local governments:		
	July of 1998.		



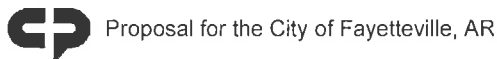
Proposal for the City of Fayetteville, AR

8.	Where is the vendor's closest facility to Fayetteville, AR for which staff provide product support for the software product proposed?													
	Product support staff is located in Manhattan, KS.													
9.	Where is the vendor's company headquarters?													
	Manhattan, KS.													
10.	Please list the vendor's sales in the previous four years:													
		Year	Sales											
		2013	8.3 Million											
		2012	7.2 Million											
		2001 (2011)	6.1 Million											
		2010	3.8 Million											
11.	How many total employees does the vendor have in each of the following categories:													
		Area	Number related to proposed product	Overall										
		Sales/Marketing	31	31										
		Management/Administration	45	45										
		Help Desk Staff	18	18										
		Development Staff	50	50										
		Other	26	26										
		Total:	170	170										
12.	What is the vendor's hourly rate for implementation assistance beyond that which is included in the vendor bid by skill set?													
	<table border="1"> <thead> <tr> <th colspan="2">Rates for Additional Implementation Assistance</th> </tr> <tr> <th>Skill Set</th> <th>Hourly Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$ / hr</td> </tr> <tr> <td></td> <td>\$ / hr</td> </tr> <tr> <td></td> <td>\$ / hr</td> </tr> </tbody> </table>				Rates for Additional Implementation Assistance		Skill Set	Hourly Rate		\$ / hr		\$ / hr		\$ / hr
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13.	What would be the vendor's preferred comparably sized, site visit location?													
	We have a number of clients whose community size is comparable to Fayetteville; Sumter County, FL; Monroe County, FL; Nassau County, FL; Deerfield Beach, FL; Fishers, IN; Riley County, KS; Cherry Hill, NJ; New Rochelle, NY and Jacksonville, NC are a few.													



Staffing Plan Form

2.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.																																
	<table border="1"> <thead> <tr> <th>Project Role</th> <th>Project Responsibilities</th> <th>FTE</th> </tr> </thead> <tbody> <tr> <td>Executive Sponsor(s)</td> <td></td> <td></td> </tr> <tr> <td>Project Manager</td> <td></td> <td></td> </tr> <tr> <td>Content Owners</td> <td></td> <td></td> </tr> <tr> <td>Content Contributors Team Participants (per member involvement)</td> <td></td> <td></td> </tr> <tr> <td>Training Coordinator Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Communications Office</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> </tbody> </table> Upon the first meeting with your project manager, they will discuss the details of the project and help Fayetteville decide what city staff members will be a part of the project. This discussion will allow Fayetteville to be as involved with the project as you would like, ensuring the best project for you.			Project Role	Project Responsibilities	FTE	Executive Sponsor(s)			Project Manager			Content Owners			Content Contributors Team Participants (per member involvement)			Training Coordinator Team Lead			Communications Office			Other Roles			Other Roles			Other Roles		
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Proposal for the City of Fayetteville, AR

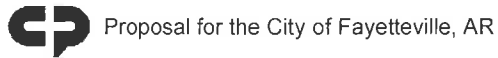
Ongoing Support Services Form

1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.																	
	Support personnel will respond to calls as they arrive (if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin, with answers being provided within one business day.																	
2.	Provide the average time to resolve/close registered incidents.																	
	Most trouble tickets are closed within the first call or email.																	
3.	How often are product upgrades or enhancements normally released for the proposed solution?																	
	Product upgrades and enhancements are released as soon as they have been approved for roll out to clients. Because we always have new upgrades and enhancements, it is likely that clients will receive a rollout as often as every month.																	
4.	Within your implementation professional services department / division (e.g. Project manager, consultants, trainers, etc.) what is the average tenure of those employees with the company?																	
	The average tenure of employees with the company is 5 years.																	
5.	Will the vendor contractually agree to:																	
	<table border="1"> <thead> <tr> <th colspan="3">Contractual Inquiry</th> </tr> <tr> <th>Term / Condition</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Provide <u>on-site</u> staff for training and implementation</td> <td>x</td> <td></td> </tr> <tr> <td>Non-performance hold-backs?</td> <td></td> <td>X Our guarantee: At the time of project acceptance, immediately prior to website go-live, if you don't agree that we have built you an amazing website, we will refund any project development fees paid, or cancel any project development invoices outstanding, and cancel our agreement completely, with no remaining obligations. By signing the project acceptance form, you are agreeing that we have built you an amazing website; at that time your website will go-live."</td> </tr> <tr> <td>Payment hold-backs until fully operational and formally accepted?</td> <td></td> <td>X Our standard billing term</td> </tr> </tbody> </table>			Contractual Inquiry			Term / Condition	Yes	No	Provide <u>on-site</u> staff for training and implementation	x		Non-performance hold-backs?		X Our guarantee: At the time of project acceptance, immediately prior to website go-live, if you don't agree that we have built you an amazing website, we will refund any project development fees paid, or cancel any project development invoices outstanding, and cancel our agreement completely, with no remaining obligations. By signing the project acceptance form, you are agreeing that we have built you an amazing website; at that time your website will go-live."	Payment hold-backs until fully operational and formally accepted?		X Our standard billing term
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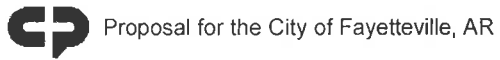
Proposal for the City of Fayetteville, AR

			is "One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon completion of Phase 3: Website Reveal Presentation. The remainder of the total First Year Fee and any additional Project Development and Deployment services will be invoiced after Phase 4: Customized Website Training has been completed."	
	Allow the City to approve Vendor staff assigned to help with implementation?	X	The city may be as involved with the project as they would like.	
	One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires.	X	The first year of annual services is included in the Total Fees Year 1. Invoicing for the 2 nd year begins one year from contract signing.	



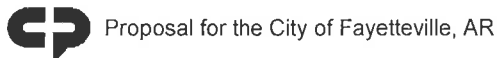
Application Software Pricing

VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus						
Application Software	License Price	+	Required Modifications	=	Total Up - Front License Price	Annual On- Going Software Support or Subscription Cost
Application Software Module / Component:						
Item 1 - CivicPlus GCMS®	N/A	+	N/A	=	\$48,814.00	\$6,076 starting in year 2
Item 2		+		=	\$0.00	
Item 3		+		=	\$0.00	
Etc.		+		=	\$0.00	
Etc.		+		=	\$0.00	
		+		=	\$0.00	
		+		=	\$0.00	
Subtotal - Application Software:					\$48,814.00	\$6,076 starting in year 2



Other Software Pricing

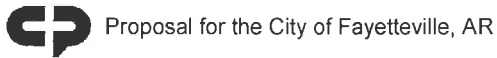
VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus						
Other Software	Required Qty.	X	Unit Price	=	Extended Up-Front Purchase or License Price	Annual On-Going Support or Subscription Cost
Source Code Escrow	0	x	\$ -	=	\$0.00	\$0.00
Item 2		x		=	\$0.00	\$0.00
Item 3		x		=	\$0.00	\$0.00
Etc.		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
Subtotal - Other Software:					\$0.00	\$0.00



Implementation Services

CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to “nickel and dime” our clients with hidden fees or hourly rates. We have attempted to come up with the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality or work outside of the original project scope is requested.

VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus					
Implementation Services	Estimated Hours	X	Hourly Rate	=	Extended Cost
Service:					
General Implementation Services	0	X	\$0.00	=	Included
Project Management	0	X	\$0.00	=	Included
Software Installation/Site Configuration or Startup	0	X	\$0.00	=	Included
Site Design	0	X	\$0.00	=	Included
Content Review	0	X	\$0.00	=	Included
Data Conversion	0	X	\$0.00	=	Included
Integrations and Interfaces	0	X	\$0.00	=	Included
Training	0	X	\$0.00	=	Included
Testing	0	X	\$0.00	=	Included
System Documentation and Manuals	0	X	\$0.00	=	Included
System Disaster Recovery Plan	0	X	\$0.00	=	Included
Knowledge Transfer	0	X	\$0.00	=	Included
Other	0	X	\$0.00	=	\$0.00
Subtotal – Other Implementation Services:	0				Included



Cost Summary

Vendor Name: Icon Enterprises, Inc., d/b/a CivicPlus		
Current & Expanded Modules	One Time Cost	On-Going (Annual) Support or Subscription Cost
Subtotal - Application Software*	\$48,814.00	\$6,076 starting in year 2
Subtotal - Other Software*	N/A	N/A
Subtotal - Other Implementation Services	N/A	N/A
Travel and Lodging	N/A	N/A
(enter as negative number) Less: Discount	\$0.00	\$0.00
GRAND TOTAL FOR ALL SOFTWARE & SERVICES:	\$48,814.00	\$6,076 starting in year 2
*Provide One Time Costs as well as annual costs		
HOURLY RATES FOR ADDITIONAL WORK		
Position	Hourly Rate	
Developer	\$0	
Project Manager	\$0	
Graphic Artist	\$0	
Other	\$0	
Other	\$0	
Other	\$0	



Proposal for the City of Fayetteville, AR

Vendor Name:	CivicPlus
Customer Name:	Joplin, MO www.joplinmo.org
Customer Contact:	Mark Morris, Information System Director
Customer Phone Number:	(417) 624-0820
E-mail Address	mmorris@joplinmo.org
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Joplin with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Joplin with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

Vendor Name:	CivicPlus
Customer Name:	Wildwood, MO www.cityofwildwood.com
Customer Contact:	Ted Barklage, Planning Technician
Customer Phone Number:	(636) 458-0440
E-mail Address	ted@cityofwildwood.com
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Wildwood with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Wildwood with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

Vendor Name:	CivicPlus
Customer Name:	Council Bluffs, IA www.councilbluffs-ia.gov
Customer Contact:	Rick Scotter, Information Technology Manager
Customer Phone Number:	(712) 328-4624
E-mail Address	rscotter@councilbluffs-ia.gov
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Council Bluffs with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Council Bluffs with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	



Proposal for the City of Fayetteville, AR

Vendor Name:	CivicPlus
Customer Name:	Hot Springs, AR www.cityhs.net
Customer Contact:	Terry Payne, Public Information Officer
Customer Phone Number:	(501) 321-6806
E-mail Address	tpayne@cityhs.net
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Hot Springs with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Hot Springs with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

Vendor Name:	CivicPlus
Customer Name:	Snohomish County, WA www.snohomishcountywa.gov
Customer Contact:	Dave Strobel, Web Project Manager
Customer Phone Number:	(425) 388-7020
E-mail Address	David.strobel@snoco.org
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided Snohomish County with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Snohomish County with hosting, maintenance and hosting services.	
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Technical Requirements

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

No HTML knowledge is needed to update your website. However, if desired, HTML code can be used throughout the website for advanced users.

With extensive web applications in place, continual enhancement and an easy-to-use interface, our clients are the proud owners of their websites and are excited to be part of the CivicPlus community.

Additional benefits of the CivicPlus GCMS® include webpage version controls, customizable levels of user-rights, searchable data, accessible customer support services, instantaneous functionality updates, comprehensive security and much more.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

CivicPlus' Network Operations Center – based in Kansas City, MO – is set up specifically for website hosting and administration. Redundant power sources and internet access ensure consistent and stable connections, and regular hardware upgrades make certain that CivicPlus-hosted sites are maintained on up-to-date, reliable equipment.

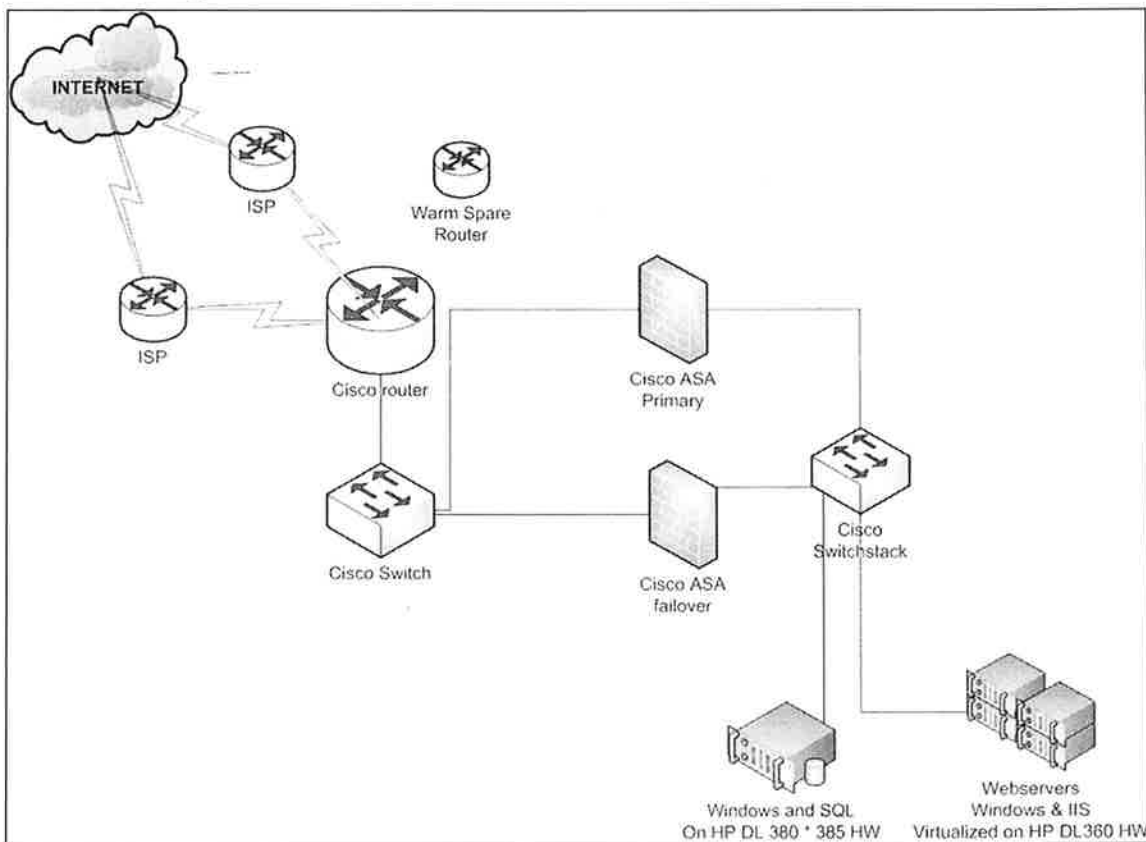
Hosting With CivicPlus Includes:	
• Shared Web/SQL Server • DNS Consulting and Maintenance • Monitor Bandwidth-Router Traffic • Redundant ISP • Redundant Cooling	• Diesel Powered Generator • Nightly Tape Backup • Intrusion Detection and Prevention • Antivirus Protection • Hardware Upgrades

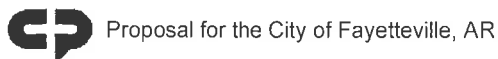
Physical Security	• Biometric access • Proximity card key system prevents unauthorized access to servers • High-resolution, closed-circuit video with time lapse recording covering secured areas • All visitors require a full-time escort within hosting area • Redundant cooling systems
Power	• All systems fed by uninterruptible power supplies (UPSs) with diesel-powered generator backup
Bandwidth	• 1GB burstable internet capability with option to expand • Multiple carriers to provide redundancy for continuous connectivity – including MCI/Verizon, Hurricane Electric and Cogent • AT&T: 45Mbps fiber optic network • Cox: 100Mbps fiber optic network • BGP internet routing; continuously monitor and manually balance internet load between carriers for optimal speed
Monitoring	• Round-the-clock (24/7/365) monitoring of all critical components, including: internet connectivity, servers, routers, switches and power systems
Backup	• Tape backup performed daily • Off-site tape archive

Proposal for the City of Fayetteville, AR

- Antivirus**
 - Continuously scan system
 - Signature files auto-updated every 4 hours from national registry
- Data Security**
 - Server operating systems applied as necessary
 - Router level port blocking and reporting
 - Router level packet filtering and reporting
 - Server level port blocking and logging
 - Ongoing security analysis by Cisco security specialist
- Data Redundancy**
 - RAID Level 5 data storage array
 - RAID 1 + 0
- Intrusion Detection**
 - Redundant Palo Alto Advanced Services Firewalls
- Staff Certifications**
 - Full-time electrical engineers (EE)
 - Full-time Microsoft-certified systems engineers (MCSE)
 - Full-time Cisco-certified network associates (CCNA)
 - Full-time Cisco-certified network professionals (CCNP)

Architecture Diagram



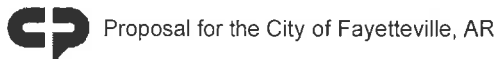


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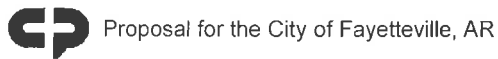
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Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	



The CivicPlus Effect – Award-Winning Websites & Exceptional Results

Since 2006, CivicPlus clients have won an amazing **377** awards for their websites, and recently, the Center for Digital Government awarded CivicPlus their “Best Fit Integrator” award for being among the best private-sector information technology integrators for delivering extraordinary digital solutions to public IT projects. This distinction puts CivicPlus alongside Accenture, IBM, Motorola and Northrup Grumman as the true leaders in municipal government technology.

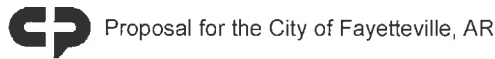
Our customers are proof that by partnering with CivicPlus, your new website will be amazing. Below is just a sampling of some of the most prestigious awards in the industry earned by CivicPlus customers.

Some of our Award-Winning Clients...

Castle Rock, CO	crgov.com	Ontario County, NY	co.ontario.ny.us
Amherst, MA	amherstma.gov	Richland, WA	ci.richland.wa.us
Hinton, AB	hinton.ca	Farragut, TN	townoffarragut.org
Avondale, AZ	ci.avondale.az.us	Maui County, HI	co.maui.hi.us
Waunakee, WI	vil.waunakee.wi.us	Athens-Clarke County, GA	athensclarkecounty.com
Broken Arrow, OK	brokenarrowok.gov	Dodge City CVB, KS	visitdodgecity.org
Richmond, CA	ci.richmond.ca.us	Montrose, CO	cityofmontrose.org
Missoula, MT	ci.missoula.mt.us	Port of Galveston, TX	portofgalveston.com
Tequesta, FL	tequesta.org	Cumberland County, PA	ccpa.net
Beaverton, OR	beavertonoregon.gov	Danville, VA	danville-va.gov
Caddo Parish, LA	caddo.org	Webster, TX	cityofwebster.com

Recognition





High-Impact, Custom Designs Created Specifically for Your Community

Our programmers implement our designers work – not the other way around – so options for a unique site are endless. Designs that truly represent your unique image, message and brand come through extensive access to and consultation with our design team. Our portfolio demonstrates our graphic designers' vast creative abilities and styles. Additional examples can be provided upon request or can be viewed at www.CivicPlus.com/designs.



Washington County, OH – www.washingtongov.org

Design Details: Washington County's history shines through in this simple yet sophisticated design. An intuitive layout guides the user to important information while fostering ease of use among the community.

Also Look For: Mouse-over buttons and click through scrolling menus guide you easily to popular features within this homepage.



Jeffersontown, KY – www.jeffersontownky.com

Design Details: Jeffersontown's website does a great job showing off the amenities offered in the State of Kentucky. The design color scheme is a reflection of their branding and seal.

Also Look For: The use of the ePayment module and Code Red integration.



McKinney, TX - www.mckinneytexas.org

Design Details: Straightforward navigation coupled with an uncluttered homepage and subtle color scheme make the user experience an enjoyable – and easy – one.

Also Look For: McKinney's Economic Development Corporation and Convention & Visitors Bureau subsites.



Banff, AB – www.banff.ca

Design Details: Client wanted a minimalist website design. The top banner features pop-out navigation. Simple homepage for ease of search and navigation.

Also Look For: Extensive use of Calendar and Citizen Request Tracker modules.



Flagstaff, AZ – www.flagstaff.az.gov

Design Details: Flagstaff fosters community engagement by providing a simple and clean navigation structure. The beautiful landscape imagery is a reflection of a unique natural formation that dominates the landscape.

Also Look For: The "E-Services" section enables the user to monitor their utility account and pay bills as well as view streamed city meetings right from the comfort of their homes.

Designs Continued...



Kodiak, AK – www.kodiakak.us

Design Details: Kodiak Island's uncluttered layout draws the user's attention to important community news and announcements. The site's subtle color scheme highlights the beauty of the magnificent scenery.

Also Look For: "Find It Quick" mega menu section making online services and answers to questions available with one click.



Draper, UT – www.draper.ut.us

Design Details: This simple yet elegant design goes to the heart of the culture in this community – a community focused on preserving its unique identity and heritage.

Also Look For: The extensive use of the Facilities module for parks and trails, as well as department header packages for the Draper Amphitheater and Police Department.



Litchfield Park, AZ – www.litchfield-park.org

Design Details: A great example of how a "dark" website can still be robust and appealing to the eye.

Also Look For: Hover over the "Citizen Center" and take a look at the Mega Menu linking the public to loads of community information.



Blue Earth County, MN – www.blueearthcountymn.gov

Design Details: "Effectively and efficiently delivering essential services" perfectly describes Blue Earth County's appealing web design. Bold blue colors and panoramic images burst from the page to highlight the beauty of the area.

Also Look For: The use of social media integration and library website.



Walton County, FL – www.co.walton.fl.us

Design Details: Beautiful community images and a unique page design invite the user to explore the county's services, check the current beach conditions, and catch up on the news – in just one click.

Also Look For: The use of the CivicPlus Frequently Asked Question module and Google Translation Tool.



License and Maintenance Agreements

Sample Contract - Standard Terms & Conditions

CivicPlus looks forward to negotiating a mutually beneficial contract with Fayetteville.

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Fayetteville ("Client") that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development and Deployment Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
4. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A. CivicPlus will invoice Client for Annual Services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.
5. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.

Billing & Payment Terms

6. One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon completion of Phase 3: Website Reveal Presentation. The remainder of the total First Year Fee and any additional Project Development and Deployment services will be invoiced after Phase 4: Customized Website Training has been completed.
7. The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development and deployment services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
9. Invoicing for Annual Services begins one (1) year from contract signing.
10. Annual Services invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
11. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
13. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



Proposal for the City of Fayetteville, AR

14. Provided the Client's account is current, at any time the Client may request an electronic copy of the website, graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.

Agreement Renewal

15. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
16. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
17. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the contract is due within 15 days of termination.
18. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.

Support

19. CivicPlus will provide unlimited telephone support Monday through Friday, 7 a.m. to 7 p.m. (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
20. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
21. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
22. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

23. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
24. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
26. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

27. Upon full and complete payment of submitted invoices for the Project Development and Deployment and launch of the website, Client will own the Customer Content.



Proposal for the City of Fayetteville, AR

28. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

31. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
33. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

34. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

35. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

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SERVICE LEVEL AGREEMENT

BACKGROUND AND PURPOSE

CivicPlus provides a multitude of ongoing services to clients, including website hosting in CivicPlus' dedicated hosting facility, website backup services (including disaster recovery procedures), maintenance of the Government Content Management System (GCMS®) and associated applications, upgrades to both the GCMS® software and hosting hardware, and technical support.

The purpose of this SLA is to establish a partnership/agreement between CivicPlus and Client to define services and responsibilities such that CivicPlus will provide services to Client to ensure consistent, safe and secure website hosting, critical maintenance and regular upgrades of the GCMS®, and as-needed support services.

SCOPE OF SERVICES

1. Hosting and Maintenance Services

The primary CivicPlus hosting facility is located in Kansas City, KS at a Tier II data center. The Kansas City facility provides managed co-location services for servers that are owned, managed and maintained by CivicPlus. Services provided include N+1 environmental, premium peering services, 24x7 service monitoring and redundant substation power with full onsite diesel generation as additional backup.

CivicPlus also has a dedicated primary back-up hosting facility located in their Manhattan, KS headquarters specifically built and maintained for website hosting and administration; CivicPlus' on-site internet access provides 1GB burstable internet capability with option to expand and regular hardware upgrades ensure that CivicPlus-hosted sites are maintained on the most up-to-date, reliable equipment. Additional services at the Manhattan facility include 24x7 service monitoring and full onsite diesel generation as additional backup.

Client's website will be hosted and maintained on a virtual web server and virtual SQL server (either shared or dedicated, dependent on size and storage/bandwidth needs of Client).

Scheduled maintenance events will occur during the least-trafficked hours on weekends. Planned maintenance is announced in a number of different ways, such as emails up to a week ahead of time, and messages on the admin side of the website. Client will be notified two weeks in advance of planned outages of thirty (30) minutes or more. Client will be notified in advance of any anticipated downtime not to exceed a period of six hours. Scheduled downtime does not count against the 99.7% uptime specifications.

CivicPlus guarantees 99.7% uptime. Scheduled maintenance events occur during the least-trafficked hours on weekends and rarely result in downtime. Client will be notified in advance of any anticipated downtime not to exceed a period of six hours. If over the course of a year guaranteed uptime falls below 99.7%, independent of scheduled maintenance, CivicPlus agrees to provide a credit to client of 1% of the monthly cost for maintenance.

2. Network Performance and Power Redundancy

At all CivicPlus facilities, redundant Internet connections ensure continuous connectivity. The Kansas City facility maintains internet services from various providers including Verizon, AT&T and Time Warner Telecom. The Manhattan facility utilizes two Internet Service Providers – Cox Communications and AT&T – for connectivity. Providers allow for an upstream speed of up to 100 mbps, and the facilities feature BGP routing to ensure continued uptime in the event of failure of one provider. Multiple redundant network security appliances ensure the integrity of network connectivity and associated stored data.

Redundant power management at CivicPlus' hosting facilities also keeps servers running in the event of primary power failure. Diesel generators that are controlled by automatic transfer switches (ATS) are activated when the primary power utility goes down. The ATS automatically activates and runs generator until such time as primary power is restored. Battery backups power the servers during the 30 seconds between primary power failure and backup generator activation.



3. Disaster Recovery and Website Backup Services

In the event of total service failure at the primary Kansas City facility, CivicPlus will begin activation of sites at the primary back-up facility in Omaha. Downtime in the event of total service failure will, in most cases, be less than eight hours for all sites. Eight hours to site reactivation is our guarantee; any event lasting that long would be indicative of a significant catastrophe.

Extensive backups of CivicPlus' client's sites are conducted daily, weekly and monthly to ensure that even in the most unlikely of circumstances, limited-to-no site content will be lost.

Each night, an approximately 18-hour backup process begins, covering CivicPlus' miscellaneous servers, web servers and SQL servers. Files from the web servers are copied as-is over the course of this backup. Various log files are deleted for storage purposes on a weekly basis.

During the nightly backup, a two-hour process creates a backup of the database for each client website. These backups are written on disk and tape, and they are stored on disk until being held for seven days.

Monday through Thursday, daily backups are written to tapes that are reused on a weekly basis. Backups on Friday nights are written to tapes that are reused each month. Monthly backups, conducted on the last Friday of every month, are written to a tape that is reused once per year. All backup tapes are stored off-site and, in the event of failure of the primary hosting facility, will be transported to the backup hosting location.

CivicPlus can also work with clients to provide dedicated server arrangements or off-site backups in order to achieve maximum efficiency in the hosting process.

4. Site Setup and DNS Services

CivicPlus offers enterprise-level DNS hosting as a part of the standard hosting package and recurring services. Either CivicPlus or Client can maintain control of the DNS.

CivicPlus offers full support for BIND v.9 implementation and features two high-performance DNS appliances for primary and secondary servers.

One static IP address per site will be provided. Client may purchase as many additional domains as desired. The current rate is \$100 setup and \$150/annually per domain (as of April 18, 2014, subject to change).

5. Upgrades

CivicPlus offers no versions from which to choose and no system upgrades to purchase year after year. CivicPlus' technical team continues to improve and enhance the existing GCMS®, offering clients the benefits of new technologies, improvements in operations and, when problems do arise, a faster response time. CivicPlus' proprietary system means that errors and influences from outside entities are greatly minimized, allowing CivicPlus' software engineers to focus on continuing to build, integrate and leverage only those applications that have met an approved high standard of quality and functionality.

Upgrades to the code base and functionality of the GCMS® are continuously applied to CivicPlus' servers, strengthening the overall integrity of the GCMS®, fixing bugs and errors, and integrating new functionality into existing applications. Client will be made aware of any upgrades that affect usability and functionality of the GCMS® and associated applications.

Upgrades are prioritized internally within CivicPlus' organization based upon several criteria, including, but not limited to:

- New and next-generation development priority determined by the Executive Leadership Team
- Regular maintenance and error correction priority determined by the Chief Technology Officer
- Development requests from clients – only in cases of high demand for particular functionality or services, and only in instances where such development will benefit the majority of clients



6. Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin, with answers being provided within one business day.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$125/hour, as of April 18, 2014 and is subject to change.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

7. Service Escalation Processes

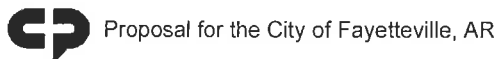
In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

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Exceptions & Deviations

Reference	Your Language	CivicPlus Proposes
RFP Page 8, 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 services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.	To exempt and replace with: Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.
RFP Page 9, Payments and Invoicing	The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.	To exempt and replace with: Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
RFP Page 9, Cancellation	Entire Section	To exempt and replace with: This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date. Client may terminate this Agreement if CivicPlus is found in default of any obligation hereunder which has not been cured within thirty (30) days after receipt of written notice of such default. In addition, if at any time after commencement of service, client determines that such services are inadequate, unsatisfactory, or

		substantially not conforming to the descriptions, warranties, or representations contained herein, the client may terminate the Agreement upon 30 days written notice to CivicPlus. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
RFP Page 13, Term of Contract	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.	To exempt and replace with: This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.



Required Forms and Attachments

Company Background Form

Vendor name:	Icon Enterprises, Inc. d/b/a CivicPlus		
Software brand name:	CivicPlus GCMS®		
Software version:	N/A		
Is vendor prime contractor:	Yes ☒ No ☐		
1.	What are the key differentiators of your company and its proposed solution?		
	CivicPlus is the unique provider of the Government Content Management System (GCMS®) – and one of the most innovative, knowledgeable sources for engaging eGovernment websites. CivicPlus' expertise lies in our ability to deliver a comprehensive solution that considers administrative ease and collaboration as well as end-user empowerment... all housed within a sophisticated design that resonates with your community and keeps citizen engagement in mind.		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
	Since 2006, CivicPlus clients have won an amazing 377 awards for their websites, and recently, the Center for Digital Government awarded CivicPlus their "Best Fit Integrator" award for being among the best private-sector information technology integrators for delivering extraordinary digital solutions to public IT projects.		
3.	What strategic alliance have you made to further strengthen your product and services?		
	Our in house product engineering team has extensive experience with creating new products while strengthening our current offerings. Extensive research of current and upcoming trends is a constant part of their job.		
4.	What is your niche in the marketplace and your preferred customer size?		
	CivicPlus has created eGovernment solutions for more than 1,600 towns, cities and counties serving more than 50 million people in 49 states, Canada and Australia. Our customer sizes range from small communities to cities and counties serving more than one million citizens.		
5.	Please describe the your commitment to providing solutions for the public sector marketplace:		
	100% of our business is to help governments connect with their residents.		
6.	How many fully operational customer installations of the CMS system proposed to Fayetteville (not other vendor product offerings) has the vendor completed?		
	Location	Arkansas	Nationally
	Local government	5	1,448
	Other public sector		160
	Other non-public sector		15
	Overall:	5	1,623
7.	Please state the year the vendor started in the business of selling the proposed solution to local governments:		
	July of 1998.		



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8.	Where is the vendor's closest facility to Fayetteville, AR for which staff provide product support for the software product proposed?			
	Product support staff is located in Manhattan, KS.			
9.	Where is the vendor's company headquarters?			
	Manhattan, KS.			
10.	Please list the vendor's sales in the previous four years:			
		Year	Sales	
		2013	8.3 Million	
		2012	7.2 Million	
		2001 (2011)	6.1 Million	
		2010	3.8 Million	
11.	How many total employees does the vendor have in each of the following categories:			
		Area	Number related to proposed product	Overall
		Sales/Marketing	31	31
		Management/Administration	45	45
		Help Desk Staff	18	18
		Development Staff	50	50
		Other	26	26
		Total:	170	170
12.	What is the vendor's hourly rate for implementation assistance beyond that which is included in the vendor bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr	
			\$ / hr	
			\$ / hr	
	CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates. We have attempted to come up with the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality or work outside of the original project scope is requested.			
13.	What would be the vendor's preferred comparably sized, site visit location?			
	We have a number of clients whose community size is comparable to Fayetteville; Sumter County, FL; Monroe County, FL; Nassau County, FL; Deerfield Beach, FL; Fishers, IN; Riley County, KS; Cherry Hill, NJ; New Rochelle, NY and Jacksonville, NC are a few.			



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Vendor Reference Form

Vendor Name:	CivicPlus
Customer Name:	Joplin, MO www.joplinmo.org
Customer Contact:	Mark Morris, Information System Director
Customer Phone Number:	(417) 624-0820
E-mail Address	mmorris@joplinmo.org
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Joplin with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Joplin with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

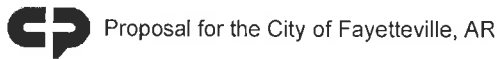
Vendor Name:	CivicPlus
Customer Name:	Wildwood, MO www.cityofwildwood.com
Customer Contact:	Ted Barklage, Planning Technician
Customer Phone Number:	(636) 458-0440
E-mail Address	ted@cityofwildwood.com
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Wildwood with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Wildwood with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

Vendor Name:	CivicPlus
Customer Name:	Council Bluffs, IA www.councilbluffs-ia.gov
Customer Contact:	Rick Scotter, Information Technology Manager
Customer Phone Number:	(712) 328-4624
E-mail Address	rscotter@councilbluffs-ia.gov
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Council Bluffs with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Council Bluffs with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	



Vendor Name:	CivicPlus
Customer Name:	Hot Springs, AR www.cityhs.net
Customer Contact:	Terry Payne, Public Information Officer
Customer Phone Number:	(501) 321-6806
E-mail Address	tpayne@cityhs.net
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided the City of Hot Springs with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Hot Springs with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	

Vendor Name:	CivicPlus
Customer Name:	Snohomish County, WA www.snohomishcountywa.gov
Customer Contact:	Dave Strobel, Web Project Manager
Customer Phone Number:	(425) 388-7020
E-mail Address	David.strobel@snoco.org
Describe Nature of Project and Services Provided to This Client:	
CivicPlus provided Snohomish County with website redesign, content migration, best practice consulting, GCMS® implementation and training. We continue to provide Snohomish County with hosting, maintenance and hosting services.	
Configuration of Solution Implemented (Hardware, Software):	
CivicPlus GCMS®.	



Signature Submittal Form

1. Disclosure Information

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. Proposer 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

If a relationship exists, please explain:

I certify that; 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 my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. 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.**

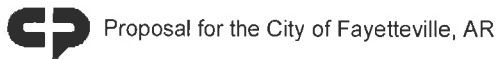
Name of Firm: Icon Enterprises, Inc., d/b/a CivicPlus

Name of Primary Contact: Robert Disberger

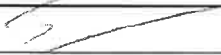
Title of Primary Contact: Regional Sales Manager

Phone#1 (cell preferred): 785-323-1542 Phone#2: _____

E-Mail Address: Disberger@civicplus.com



3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification 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 ACKNOWLEDGED
1	 S. Ward Morgan	April 8, 2014

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: S. Ward Morgan

COMPANY: Icon Enterprises, Inc., d/b/a CivicPlus

PHYSICAL ADDRESS: 317 Houston Street, Suite E

MAILING ADDRESS: Manhattan, KS 66502

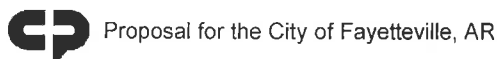
PHONE: 888-228-2233 FAX: 785-587-8951

E-MAIL: Disberger@civicplus.com

SIGNATURE: 

TITLE: President

DATE: April 17, 2014



Addendum

RFP 14-07, Addendum 1



Date: Tuesday, April 8, 2014

To: All Prospective Vendors

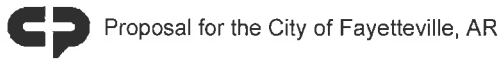
From: Andrea Foren, CPPO, CPPB – 479.575.8220 – andrea@cityoffayetteville.org

RE: RFP 14-07, Content Management System & Web Design Services

Acknowledged by S. Ward Morgan, President

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. **Proposers should indicate their receipt of same in the appropriate blank of the Signature Submittal Form.**

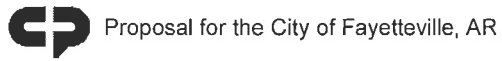
- 1) The City hosted the non-mandatory pre-proposal conference on Friday, April 04, 2014. Summary and modifications from Pre-Proposal Conference includes the following items:
 - a. Deadline: Friday, April 18, 2014 before 2:00 PM, local time
 - b. Delivery shall be made to City of Fayetteville, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, AR 72701. Please reference the project number and name.
 - c. Copies of documents. The City makes every effort to be a green City. However, the involvement from staff for this selection includes 9 members. This review could include staff members reviewing proposals from home, on weekends, etc. Not all employees have access to a work computer from home or the weekends, therefore, ten (10) hard copies are required. The City breaks down the proposals after award and recycles all materials, etc.
 - d. All documents submitted need to be sealed (Fed Ex box counts as sealed)
 - e. **MODIFICATION FROM ORIGINAL RFP:** Proposal packet shall include the 10 hard copies in addition to the following:
 1. One electronic copy on a properly labeled CD or other electronic media device
 2. **File #1:** A complete copy of the entire proposal, containing all documents, including those completed in electronic fillable formats. **File 1 should be one single PDF file.**
 3. **File #2:** MS-Excel spreadsheet for software specifications
 3. **File #3:** MS-Excel spreadsheet for pricing
 - f. Fillable excel and word forms in addition to a word version of the RFP are available by request via e-mail at andrea@cityoffayetteville.org. As a reminder, Proposers are strictly prohibited from editing the forms and documents provided. Any form modification found by the City can result in your proposal being disqualified. Do not edit any forms, word documents, or excel documents.
 - g. Experience is required: 5 references within the past 3 years which all need to be on the same system proposed. Not having the required experience will not automatically reject a submittal; however, all proposals will be evaluated according to experience and the other selection criteria presented in the RFP.



Cost Proposal

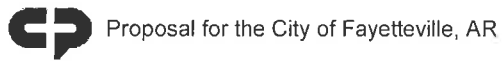
Application Software Pricing

VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus						
Application Software	License Price	+	Required Modifications	=	Total Up - Front License Price	Annual On- Going Software Support or Subscription Cost
Application Software Module / Component:						
Item 1 - CivicPlus GCMS®	N/A	+	N/A	=	\$48,814.00	\$6,076 starting in year 2
Item 2		+		=	\$0.00	
Item 3		+		=	\$0.00	
Etc.		+		=	\$0.00	
Etc.		+		=	\$0.00	
		+		=	\$0.00	
		+		=	\$0.00	
Subtotal - Application Software:					\$48,814.00	\$6,076 starting in year 2



Other Software Pricing

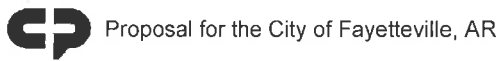
VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus						
Other Software	Required Qty.	X	Unit Price	=	Extended Up-Front Purchase or License Price	Annual On-Going Support or Subscription Cost
Source Code Escrow	0	x	\$ -	=	\$0.00	\$0.00
Item 2		x		=	\$0.00	\$0.00
Item 3		x		=	\$0.00	\$0.00
Etc.		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
		x		=	\$0.00	\$0.00
Subtotal - Other Software:					\$0.00	\$0.00



Implementation Services

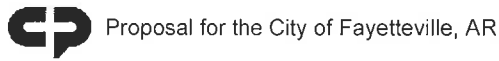
CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates. We have attempted to come up with the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality or work outside of the original project scope is requested.

VENDOR NAME: Icon Enterprises, Inc., d/b/a CivicPlus					
Implementation Services	Estimated Hours	X	Hourly Rate	=	Extended Cost
Service:					
General Implementation Services	0	X	\$0.00	=	Included
Project Management	0	X	\$0.00	=	Included
Software Installation/Site Configuration or Startup	0	X	\$0.00	=	Included
Site Design	0	X	\$0.00	=	Included
Content Review	0	X	\$0.00	=	Included
Data Conversion	0	X	\$0.00	=	Included
Integrations and Interfaces	0	X	\$0.00	=	Included
Training	0	X	\$0.00	=	Included
Testing	0	X	\$0.00	=	Included
System Documentation and Manuals	0	X	\$0.00	=	Included
System Disaster Recovery Plan	0	X	\$0.00	=	Included
Knowledge Transfer	0	X	\$0.00	=	Included
Other	0	X	\$0.00	=	\$0.00
Subtotal – Other Implementation Services:	0				Included



Cost Summary

Vendor Name: Icon Enterprises, Inc., d/b/a CivicPlus		
Current & Expanded Modules	One Time Cost	On-Going (Annual) Support or Subscription Cost
Subtotal - Application Software*	\$48,814.00	\$6,076 starting in year 2
Subtotal - Other Software*	N/A	N/A
Subtotal - Other Implementation Services	N/A	N/A
Travel and Lodging	N/A	N/A
(enter as negative number) Less: Discount	\$0.00	\$0.00
GRAND TOTAL FOR ALL SOFTWARE & SERVICES:	\$48,814.00	\$6,076 starting in year 2
*Provide One Time Costs as well as annual costs		
HOURLY RATES FOR ADDITIONAL WORK		
Position	Hourly Rate	
Developer	\$0	
Project Manager	\$0	
Graphic Artist	\$0	
Other	\$0	
Other	\$0	
Other	\$0	



CivicPlus Project Development Estimate

All Quotes are in US Dollars and Valid for 30 Days from April 18, 2014.

Project Development and Deployment

Initial GCMS® upgrades, maintenance, support and hosting – no additional cost

\$48,814

Server Storage not to exceed 25 GB

Total Fees Year 1 \$48,814

With CivicPlus' Annual Services, you'll enjoy redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, unlimited upgrades, recurring training, and access to the CivicPlus community. Protecting your investment is important, and our Annual Services allow you to receive maximum benefit at minimal cost. Over the course of a year, you'll receive software upgrades, maintenance and optimization. Additionally, your staff will have full access to our support staff, ensuring that they're always up to date on our latest features and functionality.

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)

Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond

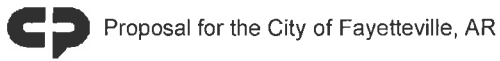
\$6,076

Optional Multi-Year Payment Plan – CivicPlus Advantage

CivicPlus Advantage offers local governments an alternative payment plan that eases the impact of a new website on your budget and **spreads the one-time project development costs over a longer period of time.**

Through a minimum three-year contract, CivicPlus Advantage dramatically lowers the one-time project development and start-up costs of launching a new website, **combining one-time and recurring fees and spreading them over the life of the contract.**

Optional Three Year Payment Plan	1st Year	2nd Year	3rd Year	4th Year
Annual Recurring Fees	\$20,322	\$20,322	\$20,322	\$6,699



The CivicPlus Recurring Redesign

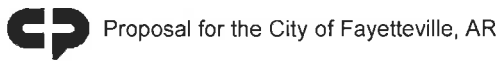
At CivicPlus, we realize that over time, you might decide that you want to change your design by giving it a visual refresh, so to speak. On average, we have noticed that clients tend to request a redesign about every four or five years in the life of a typical government website.

But instead of starting completely over from scratch with a new website rebuild, CivicPlus has an option that can not only help save you time and effort, but *lots* of money too!

At the end of your fourth year of continuous service with us, you are eligible to receive a website redesign with no further out-of-pocket expense. The cost of the redesign is included in your annual fees each year, giving you the knowledge that your website design will never become stale and that you'll never have to build your site from the ground up again!

The CivicPlus Redesign Option Includes:

- New CivicPlus Basic Redesign
- Redevelop banner
- Up to three graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup – wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project management
- Testing
- Review
- Content migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned) during this process to reflect best web usability practices.
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly



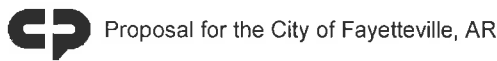
Project Development

Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets	Included
Phase 1: Consulting <u>Deliverable:</u> Needs assessment, best practices and worksheets	Included
Phase 2: Website Preview Presentation <u>Deliverable:</u> Website layout and mood board will be presented for your approval	Included
Phase 3: Website Reveal Presentation <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	Included
Phase 4: 8 Days of Customized On-Site Implementation Training for up to 12 employees per session <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	Included
Phase 5: Go Live <u>Deliverable:</u> Content migrated from current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. <i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i>	Included
Additional Functionality	
Google Translation Tool	Included
Options Included in One-Time Fee	
See project enhancement options on the following pages	Optional
Total Project Development and Deployment Fee <i>Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost</i> <i>Server Storage not to exceed 25 GB</i>	\$48,814
Total Fees Year 1 \$48,814	



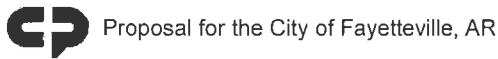
Optional Project Enhancement

Options	One-Time Fee
Pre-Implementation: On-Site Kick-Off Meeting Three days on-site. <i>Quote includes travel expenses.</i> A consultation package concentrating on your website committee's design goals, audience goals and meet with departments to kick-off with a project overview. <u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.	Optional \$10,500 Add up to 6 departments per additional day for \$2,200
Phase 1: Content Consultation Three days on-site, up to six departments per day. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance. <u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions.	Optional \$10,500
Phase 1: Process Roadmap Consultation Three days on-site. <i>Quote includes travel expenses</i> A consultation package concentrating on evaluation of processes for customer and citizen services. Designed to fit specific client needs in management of the website design and creation process on the client side. <u>Deliverable:</u> A comprehensive report of current citizen-facing practices and citizen/customer-facing processes, recommendations for improving quality and efficiency of government-to-citizen and government –to-customer relations and processes, a follow-up report reviewing the results of implemented suggestions.	Optional \$10,500
Phase 1: Citizen Engagement/Website Marketing Suite Three days on-site. <i>Quote includes travel expenses.</i> This consultation will focus on creating a strategic marketing plan for the new website directed at your main public-facing stakeholders (citizens, visitors and businesses) in an effort to increase awareness of the site and increase interaction with the site's functionality. We will work with you to create a custom plan for advertising and driving traffic to your website geared toward capturing and building upon the momentum gained in the days and weeks that follow the new site's launch. <u>Deliverable:</u> • Strategic Initiatives: A strategic marketing plan aimed to increase awareness of the site and increase interaction with the site's functionality using targeted marketing tactics, a recommended plan of action for implementing new site and tools, a follow-up report reviewing the results of implemented suggestions. • PR Services: Press release development, distribution and measurement, letter to local library development, letter to local library development, letter to request dedicated link development, how to guide – approach local paper, how to guide – invite local media. • Social Media Services: Consultation and recommended posts, Facebook update examples, how to guide – respond to social media.	Optional \$10,500



Proposal for the City of Fayetteville, AR

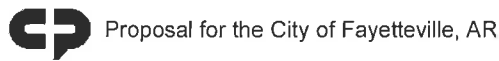
Phase 1: Public Engagement Evaluation Two days on-site. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluation the satisfaction of citizens/customers regarding the current website and online services. A survey will be conduct to discover general levels of satisfaction, desired site functions, features and tools, current tools features or functions that are not considered valuable or need altered. <u>Deliverable:</u> A follow-up report containing findings of current engagement level along with recommendations and roadmap for getting to the desired level of engagement.	Optional \$7,800
Phase 1: Website Design Consultation Two days off-site – conducted remotely. A consultation package concentrating on evaluating the form and function of the current website design and potential problems therein. <u>Deliverable:</u> A comprehensive report on all findings regarding the current site design, recommendations and roadmap for implementing the design to meet your overall goals, a follow-up report reviewing the results of implemented suggestions.	Optional \$3,600
Phase 1: Intranet Consultation Three days on-site. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating and improving current functions of interdepartmental relations and recommendations for increasing effectiveness through the use of all available web tools. <u>Deliverable:</u> A comprehensive report on all findings regarding the current intranet system being used and success rate of current system functions, a detailed plan for making improvements and adapting the intranet system to your needs, a follow-up report reviewing the results of implemented suggestions.	Optional \$10,500
Phase 5: Consolidation of Identified External Site – Full Content, less than 100 pages An option that allows for pages of content to be migrated from sites other than the current primary site to the new primary site. Migration of top-level navigation is included.	Optional \$2,450
Phase 5: Consolidation of Identified External Site – Full Content, more than 100 pages, 50 page block An option that allows for pages of content to be migrated from sites other than the current primary site to the new primary site. Migration of top-level navigation is included.	Optional \$1,400 per block
Phase 4: Training/Consulting Two days on-site Review website with department administrators and provide additional time for basic learners. Review website procedures. Must be held concurrently with original on-site training session.	Optional \$7,800
Post-Training: Website Presentation Two days of on-site meetings to present website to stakeholders. <i>Quote includes travel expenses.</i>	Optional \$7,800
Post-Training: Three-Month Checkup Held three months after go-live, includes two days on-site of additional consultation/training. <i>Quote includes travel expenses.</i>	Optional \$7,800
Post-Training: Three Day Annual Refresher One day on-site consultation, two days on-site refresher/advanced training. <i>Quote includes travel expenses.</i>	Optional \$10,000
Post Go-Live: 50 Pages of Additional Content	\$1,450
Virtual Webmaster: Five Hours of Content Updates per month.	Optional \$5,700 Annual Minimum



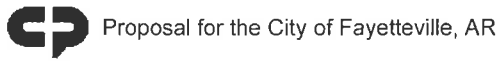
Proposal for the City of Fayetteville, AR

Annual Recurring Training: Training on new functionality and services <u>Deliverable:</u> • New User Training: A three-hour training for new users to learn basic features of the GCMS®. • Refresher Training/New Module Training: A three-hour session designed to refresh existing users as well as to train them on new modules. • New Feature Overview: A three-hour session designed to make users aware of recently released modules and features. • Website Review Consulting: An hour-long, in-depth review of the client website followed by a two-hour session with client users.	Optional \$2,000 Annually
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Functionality Options	One-Time	Annual
GoCitizen Pro Custom Mobile App (iOS & Android)	\$4,500	\$1,200
Department Header Package – includes up to 20 pages of content migration (No annual fee in the first year; annual fees starts in second year)	\$3,500	\$650
Human Resource Management System (HRMS) – Applicant Tracking <u>Key features include:</u> Assessment lists, social media integration, career portal, resume parsing, candidate source capture, job management, job requisitions, job sourcing metrics, application management, candidate management, reporting, profile metrics, e-mail tool, cost-per-hire metrics, candidate routing, background check integration. (Annual subscription fee is subject to an annual 5% increase year 3 and beyond)	n/a	\$13,995
HRMS – Applicant Tracking Lite <u>Key features include:</u> Assessment lists, social media integration, career portal, resume parsing, candidate source capture, one (1) free custom job application. (Annual subscription fee is subject to an annual 5% increase year 3 and beyond)	n/a	\$4,495
HRMS – Onboarding Employee onboarding module streamlines the process with our intuitive user interface, solid business logic, strong auditing and great customer support. (Annual subscription fee is subject to an annual 5% increase year 3 and beyond)	n/a	\$3,995
Language Translation (hand translation, priced per single language)	\$125/page or \$1,000/10 pages	n/a
LDAP Integration	\$1,200	\$300
Media Center with Live Streaming Video (10GB of server storage included)	\$1,000	\$1,000
New Logo Development	\$5,000	n/a
New Logo Development with Branding & Graphics Development	\$7,000	n/a
Optional Advanced Intranet Website – includes up to 20 pages of content migration (No annual fee in the first year; annual fees starts in second year)	\$8,000	\$1,575



Project Development and Deployment Includes the Following:		
Modules	Functionality	
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations with Activities • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® with CivicSend Email & 500 SMS Text Subscription • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Postcard • Quick Links • Real Estate Locator • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library (Content Templates) • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ (Mobile Website Browsing) • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log	
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Conclusion

As your website committee narrows the search for a partner to create the website for Fayetteville, CivicPlus would like to be your partner of choice.

Our experienced and knowledgeable professionals are committed to creating the communication infrastructure that Fayetteville desires.

- Your city will have access to the most experienced staff in the municipal website management market, and your project team will work with you to create a unique and engaging site that reflects your community.
- CivicPlus will remain a trusted advisor and support resource after the site launches; Fayetteville will always have access to government communication experts.
- Your site will grow and change with you as industry trends and technology change. CivicPlus will ensure that your website is on the cutting edge – *always*.

We have the expertise to help your city work better, help citizens help themselves and build a website both you and your citizens will use.

**Project Development**

Organization	City of Fayetteville			URL	http://www.fayetteville-ar.gov
Street Address	113 West Mountain Street				
Address 2					
City	Fayetteville	State	AR	Postal Code	72701
CivicPlus provides telephone support for all trained City employees from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the City. City is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Christina Campbell 479-575-8214				
Emergency Contact & Mobile Phone	Brad Fulmer 479-575-8217				
Emergency Contact & Mobile Phone	Don Marr 479-601-3929				
Billing Contact	Brad Fulmer			E-Mail	bfulmer@fayetteville-ar.gov and ccampbell@fayetteville-ar.gov
Phone	479-575-8217	Ext.		Fax	
Billing Address	113 West Mountain Street				
Address 2					
City	Fayetteville	ST	AR	Postal Code	72701
Tax ID #				Sales Tax Exempt #	
Billing Terms	Annual			Account Rep	Robert Disberger
Info Required on Invoice (PO or Job #)	P.O.				
Contract Contact	Andrea Foren			Email	aforen@fayetteville-ar.gov
Phone	479-575-8220	Ext.		Fax	479-575-8257
Project Contact	Christina Campbell			Email	ccampbell@fayetteville-ar.gov
Phone	479-575-8214	Ext.		Fax	

Terms & Conditions**City Deliverable**

- Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Fayetteville ("City") that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
- After 48 consecutive months under these terms and associated pricing, City becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details. The redesign is to be completed within 12 months after the eligible 48-month time frame, unless the City decides to postpone the redesign.

Additional Services

- City may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), additional Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice City for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced per the rates noted in Exhibit C. Written approval by the City is necessary



before billable time is incurred. The City shall not be responsible for paying fees for additional services in the case that CivicPlus did not obtain prior approval for the expense being incurred. The rates quoted in Exhibit C will be valid for 1 year after contract signing.

4. City may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A. CivicPlus will invoice City for Annual Services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.
5. Acceptance of this Agreement signifies City's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.
6. 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.

Billing & Payment Terms

7. One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon acceptance of Phase 3: Website Reveal Presentation. The remainder of the total First Year Fee and any additional Project Development services will be invoiced upon Phase 5: Go Live.
8. The City shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the City.
9. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. The Customer will have a minimum of 30 days to issue payment. Project Development will be discontinued if payment is not made within 45 days after the invoice due date.
10. Invoicing for Year 2 Annual Services begins one (1) year from website go-live date.
11. Annual Services invoices may be prorated in order to correlate with the City's budget year, and are invoiced prior to the year of service.
12. After project go-live, if the City's account exceeds 60 days past due, Support will be discontinued until the City's account is made current. If the City's account exceeds 90 days past due, Annual Services will be discontinued until the City's account is made current. City will be given 45 days' notice prior to discontinuation of services for non-payment.
13. The City will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the City will be charged a \$5.00 convenience fee.
14. Provided the City's account is current, the City may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content") once per calendar year. City will pay \$250 per additional request. Provided the City's account is current, upon termination of services City may also request a complimentary electronic copy of website Customer Content.
15. City acknowledges and agrees that certain services for which City is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus and that those third-party providers must be disclosed to the City. Additionally, any third party hosting services are to occur solely within the United States of America and that no customer services or data is to be stored, presented, developed, or edited outside of the United States' borders.

Agreement Renewal

16. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 30 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, City will be fully eligible for a CP Basic Redesign at no additional cost.
17. Either party may terminate the agreement at the end of the contract term by providing the other party with 30 days written notice prior to the contract renewal date.
18. In the event of early termination of this Agreement by the City, City forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of any outstanding invoice is due within 15 days of termination, if there are any outstanding charges.
19. Each year this Agreement is in effect after the first year, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.



Support

20. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained City staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the City. City is responsible for providing CivicPlus with contact updates.
21. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of City's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
22. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the City, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the City, such warranty to include ongoing maintenance upgrades and technical error correction.
23. CivicPlus provides online website statistics software at no extra charge. If City desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

24. At its discretion, the City may work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
25. The City permits CivicPlus to include an example of the City's home page and a link to the City's website on the CivicPlus corporate website throughout the term of this Agreement. After the agreement has ended, any references to the City's website shall be removed within 30 days.
26. City will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. City will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement with the permission of the City
27. City allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their front pages throughout the term of this Agreement. City understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission. Any displayed text or insignia should not exceed 2 lines of text at no more than a 10 point font and a comparable graphic size.

Intellectual Property, Ownership & Content Responsibility

28. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, City will own the Customer Content.
29. Upon completion of the development of the site, City will assume full responsibility for website content maintenance and content administration. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all customer content.
30. City shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
31. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Liabilities

32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City except where the carrier or service provider is a contracted third party of Civic Plus. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities except any carrier or service provider which is a contracted third party of CivicPlus.
33. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

**Force Majeure**

34. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty,, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

35. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. The City is not tax-exempt and therefore subject to a 9.75% added tax. If the City's state taxation laws change, the City will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the City for past due taxes.

Freedom of Information Act

36. 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, CivicPlus 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.

Jurisdiction

37. Legal Jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
38. Venue for any legal dispute shall be Washington County, Arkansas.

City Relief

39. When a Service Availability goal is not met due to confirmed downtime, Civic Plus shall provide the affected City with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the City Relief Schedule below. Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Civic Plus of its obligations under this Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, City's credits will be doubled. CivicPlus will notify City via email when downtime occurs and when it is reinstated. City may request SLA performance in writing at any time to confirm Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following City relief will apply:

City Relief Schedule

Targeted Attainment	Actual Attainment	City Relief
100%	98-99%	CivicPlus will provide details (upon request) of downtime and remediation to correct the problem, including cause/effect, timeline and implemented remediation.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle



In the event Actual Attainment is less than 95% for two (2) consecutive billing cycles, City will be entitled to a 10% credit of fee for the second affected billing cycle.

The City may request a report from CivicPlus that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits.

Applicability

40. The service commitments set forth in this agreement do not apply during maintenance windows, Client Error Incidents, and Force Majeure. Civic Plus will perform maintenance during limited windows that are historically known to be reliably low-traffic times and that are agreed upon by the City. If and when maintenance is predicted to occur during periods of higher traffic, Civic Plus will provide advance notice of those windows and will coordinate to the greatest extent possible with the City.

Security

41. Civic Plus will provide reasonable physical and logical security protection with respect to the hosted environment upon which Client's confidential data resides. Such security protection will include, at a minimum:
- The Data Center chosen by Civic Plus will meet SSAE 16 (Statement on Standards for Attestation Engagements No. 16) standards to assure its security and operation under proper control systems. Civic Plus further agrees to provide a SSAE 16 report per City's request.
 - Encrypted data during transmission from Civic Plus' hosted environment to Client's environment.
 - Security access will be limited to authorized Civic Plus personnel only.
 - Nightly backups of data and programs are transferred and maintained at a secure location that is different from the hosted environment.
 - Client will be notified in a timely manner, consistent with industry standard, if a breach of confidential data is discovered.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

LIONELD JORDAN, Mayor

Date

Sondra E. Smith, City Clerk/Treasurer

Date



CivicPlus



Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 60 Days from July 1, 2014.

Project Development and Deployment

Initial GCMS® upgrades, maintenance, support and hosting – no additional cost

\$65,714

Server Storage not to exceed 60 GB

Total Fees Year 1

\$65,714

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)

Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond

\$7,651

--Remainder of this page left intentionally blank--



Project Development

Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets	Included
Phase 1: Consulting <u>Deliverable:</u> Needs assessment, best practices and worksheets	Included
Phase 2: Website Preview Presentation <u>Deliverable:</u> Website layout and mood board will be presented for your approval	Included
Phase 3: Website Reveal Presentation <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	Included
Phase 4: 8 Days of Customized On-Site Implementation Training for up to 12 employees <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	Included
Phase 5: Go Live <u>Deliverable:</u> Content migrated from the current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. <i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i>	Included
Additional Functionality	
Google Translation Tool	Included
LDAP Integration	Included
Subsite for Intranet	Included
3 Design Compositions for both the city and the intranet	Included
Options Included in One-Time Fee	
Phase 1: Content Consultation Three days on-site with two consultants, up to six departments per day. <i>Quote includes travel and other expenses including but not limited to hourly consultant rate, per diem, meals, incidentals, airfare, fuel, car, lodging, etc.</i> A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance. <u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions.	Included
Phase 1: Website Design Consultation Three days on-site. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating the form and function of the current website design and potential problems therein. <u>Deliverable:</u> A comprehensive report on all findings regarding the current site design, recommendations and roadmap for implementing the design to meet your overall goals, a follow-up report reviewing the results of implemented suggestions.	Included
Total Project Development and Deployment Fee <i>Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost Server Storage not to exceed 30 GB</i>	\$65,714
Total Fees Year 1 \$65,714	

**Project Development Includes the Following:**

Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Voice™ • Community Connection • Document Center • ePayment Center • Facilities & Reservations with Activities • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® Email and 500 SMS subscribers • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Postcard • Quick Links • Real Estate Locator • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Generic Mobile App (iOS & Android) • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only With CivicPlus Hosting) • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook & Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Services Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will not be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Exhibit C – Hourly Rates for Additional Services

Labor Category	Hourly Rate
Website Consultant	\$149.01
Project Manager	\$135.86
Network Consultant	\$135.86
Wireless Network Technician	\$135.86
Programmer	\$131.48
Graphic Designer	\$109.57
Writer	\$109.57
Server and Network Technician	\$109.57
Trainer	\$109.57
PC Technician	\$89.41
Content Developer	\$80.64

City of Fayetteville Staff Review Form

2014-0352

Legistar File ID

8/19/2014

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

Chief Greg Tabor

7/31/2014

Police /
Police Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff requests approval of a contract with New World Systems in the amount of \$23,980.00 plus tax for the addition of a software module to the existing software maintenance agreement. This module will allow the sharing of data between the Fayetteville Police Department and the Rogers and Bentonville Police Departments. Staff requests the mayor to sign the Memorandum of Understandings for the purpose of establishing an understanding and agreement among the parties related to ownership and responsibilities related to the data sharing system.

Budget Impact:

1010-2920-5209.00

General

Account Number

Fund

33045-1

Law Enforcement State Forfeitures

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 26,320.00

Funds Obligated \$ -

Current Balance \$ 26,320.00

Does item have a cost? Yes

Item Cost \$ 26,320.00

Budget Adjustment Attached? NA

Budget Adjustment \$ -

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 5655

Original Contract Number:

Approval Date:

Comments:

8/1/14

Paul A. Butler 8-1-2014

Am Man 8-1-2014

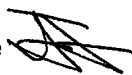


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CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police 
DATE: July 31, 2014
SUBJECT: Police Department Data Sharing Software Module

RECOMMENDATION:

Staff requests approval of a contract with New World Systems in the amount of \$23,980.00 plus tax for the addition of a software module to the existing software maintenance agreement. This module will allow the sharing of data between the Fayetteville Police Department and the Rogers and Bentonville Police Departments. Staff requests the mayor to sign the Memorandum of Understandings for the purpose of establishing an understanding and agreement among the parties related to ownership and responsibilities related to the data sharing system.

BACKGROUND:

The Fayetteville Police Department, Rogers Police Department and the Bentonville Police Department use New World Systems for their records management system. The addition of the data sharing software module to our current software maintenance agreements would allow the police departments to share police records data.

DISCUSSION:

The sharing of data between local police departments is meant to enhance and foster the exchange of criminal justice data, to assist in decision making, and to improve officer and public safety.

BUDGET/STAFF IMPACT:

The initial cost of the module will be paid for out of law enforcement state forfeitures. The increase in the annual cost of the software maintenance agreement will be funded through the police department's budget process.

Attachments:

Staff Review Form
Staff Review Memo
Purchase Order Request
Additional Software License Agreement with New World Systems
Memorandum of Understanding between the Fayetteville and Rogers Police Departments
Memorandum of Understanding between the Fayetteville and Bentonville Police Departments

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH NEW WORLD SYSTEMS IN THE AMOUNT OF \$23,980.00 PLUS APPLICABLE SALES TAX FOR THE ADDITION OF A DATA SHARING SOFTWARE MODULE TO THE EXISTING POLICE DEPARTMENT RECORDS MANAGEMENT SYSTEM, AND TO AUTHORIZE THE MAYOR TO SIGN MEMORANDA OF UNDERSTANDING WITH THE CITIES OF ROGERS AND BENTONVILLE REGARDING THE SHARING OF POLICE RECORDS

WHEREAS, the Fayetteville, Rogers and Bentonville Police Departments all use New World Systems records management software, and that software can be used to share data between users; and

WHEREAS, the sharing of information between local police departments is meant to enhance and foster the exchange of criminal justice data, assist in decision making, and improve officer and public safety.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing records management system.

Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes the Mayor to sign memoranda of understanding with the cities of Rogers and Bentonville for the purpose of establishing an understanding and agreement among the parties regarding ownership and responsibilities related to the data sharing system.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov . Purchase shall not be made until an actual PO has been issued.						Requisition No.: P O Number:		Date: 7/31/2014	
Vendor #: 236		Vendor Name: New World Systems				Mail ☒ Yes ☐ No		Legistar#: 2014-0352	
Address: 888 West Big Beaver Road, Suite 600					FOB Point:		Taxable ☐ Yes ☐ No		Expected Delivery Date:
City: Troy		State: Michigan		Zip Code: 48084-4749		Ship to code:		Quotes Attached ☐ Yes ☒ No	
Requester: Jamie Fields					Requester's Employee #: 303		Extension: 3510		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Additional software license agreement	1	each	23,980.00	\$23,980.00	1010-2920-5209.00	33045-1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:							Subtotal: \$23,980.00 Tax: \$2,338.05 Total: \$26,318.05		
Approvals:									
Mayor: _____			Department Director: 			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on behalf of the City of Fayetteville, Arkansas (AR), represented by the Mayor of the City of Fayetteville, Arkansas, and the City of Rogers, Arkansas, represented by the Mayor of the City of Rogers, Arkansas. All parties acknowledge that this MOU is executed for good and valuable consideration.

Purpose:

The purpose of this Memorandum of Understanding is to establish an understanding and agreement among the parties related to ownership and responsibilities related to the data sharing system. This agreement provides for a working relationship among the parties which benefits the public-safety and public-service officials serving the citizens of Fayetteville and Rogers. The purpose of this agreement is to enhance and foster the exchange of criminal justice data, to assist in decision making and improve officer and public safety.

Understanding:

It is understood that all equipment and software purchased by the City of Fayetteville, AR shall remain the property of the City of Fayetteville, AR. All equipment and software purchased by the City of Rogers, AR shall remain the property of the City of Rogers, AR. Each agency will be responsible for its own cost associated with data sharing, and neither agency shall pay the other for the shared records.

Agreement:

The City of Fayetteville and the City of Rogers mutually agree as follows:

1. The City of Fayetteville will maintain ownership of its electronic records. The City of Fayetteville will make available to the City of Rogers electronic records for viewing to include victim, suspect, witness and other personal records ("jackets"), booking photographs, property records to include property reported lost and/or stolen, vehicle records, gun records to include lost and/or stolen weapons, and incident records without attachments.
2. The City of Rogers will maintain ownership of its electronic records. The City of Rogers will make available to the City of Fayetteville electronic records for viewing to include victim, suspect, witness and other personal records ("jackets"), booking photographs, property records to include property reported lost and/or stolen, vehicle records, gun records to include guns report lost and/or stolen, and incident records without attachments.
3. The City of Fayetteville will not make available to the City of Rogers juvenile records, personnel records, intelligence records ("Field Investigations"), or drug related records including seizures of property and/or evidence.
4. The City of Rogers will not make available to the City of Fayetteville juvenile records, personnel records, intelligence records ("Field Investigations"), or drug related records, including seizures of property and/or evidence.
5. The City of Fayetteville and the City of Rogers agree to make reasonable efforts to make sure equipment and software function in a reliable manner.

6. This MOU will remain in effect from the date signed, and it will renew automatically each year until or unless the MOU is terminated by one or both parties.
7. This agreement is for the sharing of records, and it is not for the sharing of personnel or equipment.

Right to Cancel or Amend

The agencies recognize the importance of public-safety data sharing. Neither party may unilaterally cancel the agreement contained herein during the term of this agreement. This agreement shall continue until either party gives the other party sixty (60) days' written notice for any reason. This agreement may be amended at any time upon mutual written agreement of the parties.

Data Access and Permitted Uses

All data accessible through or supplied by the agencies remains the property of the agencies that entered it into their records management system. The agency that enters the data is responsible for its accuracy. Use of the data must be for valid law enforcement purposes only and is strictly forbidden to be used for personal reasons. Collection, storage, access, dissemination and use of the data must be in strict compliance with all federal and state laws and regulations, with policies of each agency, and with the applicable standards for handling of such information as defined by federal and state law enforcement agencies with authority over the participating agencies. The data is confidential and should be treated accordingly. An unauthorized request or receipt of data could result in criminal proceedings. It is the responsibility of the participating agencies to determine when dissemination is necessary, and to whom the data is disseminated. No participating agency will disseminate data belonging to another participating agency without that agency's prior written authorization.

Appointment of Administrator

Each of the participating agencies must appoint one employee as its Agency's System Administrator.

Entire Agreement

Neither party to this agreement is the agent of the other for the purposes of this agreement. No employee or contractor of one party shall become the employee or agent of the other party by participating in the joint communication activities of this agreement.

This Memorandum of Understanding contains the entire agreement of all parties, and all prior communications, oral or written, are without any force and effect, as it is the specific intent of the parties that this agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party.

On this _____ day of _____, 2014.

City of Fayetteville

Mayor

Date

City Clerk

Date

City of Rogers

Mayor

Date

City Clerk

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on behalf of the City of Fayetteville, Arkansas (AR), represented by the Mayor of the City of Fayetteville, Arkansas, and the City of Bentonville, Arkansas, represented by the Mayor of the City of Bentonville, Arkansas. All parties acknowledge that this MOU is executed for good and valuable consideration.

Purpose:

The purpose of this Memorandum of Understanding is to establish an understanding and agreement among the parties related to ownership and responsibilities related to the data sharing system. This agreement provides for a working relationship among the parties which benefits the public-safety and public-service officials serving the citizens of Fayetteville and Bentonville. The purpose of this agreement is to enhance and foster the exchange of criminal justice data, to assist in decision making and improve officer and public safety.

Understanding:

It is understood that all equipment and software purchased by the City of Fayetteville, AR shall remain the property of the City of Fayetteville, AR. All equipment and software purchased by the City of Bentonville, AR shall remain the property of the City of Bentonville, AR. Each agency will be responsible for its own cost associated with data sharing, and neither agency shall pay the other for the shared records.

Agreement:

The City of Fayetteville and the City of Bentonville mutually agree as follows:

1. The City of Fayetteville will maintain ownership of its electronic records. The City of Fayetteville will make available to the City of Bentonville electronic records for viewing to include victim, suspect, witness and other personal records ("jackets"), booking photographs, property records to include property reported lost and/or stolen, vehicle records, gun records to include lost and/or stolen weapons, and incident records without attachments.
2. The City of Bentonville will maintain ownership of its electronic records. The City of Bentonville will make available to the City of Fayetteville electronic records for viewing to include victim, suspect, witness and other personal records ("jackets"), booking photographs, property records to include property reported lost and/or stolen, vehicle records, gun records to include guns report lost and/or stolen, and incident records without attachments.
3. The City of Fayetteville will not make available to the City of Bentonville juvenile records, personnel records, intelligence records ("Field Investigations"), or drug related records including seizures of property and/or evidence.
4. The City of Bentonville will not make available to the City of Fayetteville juvenile records, personnel records, intelligence records ("Field Investigations"), or drug related records, including seizures of property and/or evidence.

5. The City of Fayetteville and the City of Bentonville agree to make reasonable efforts to make sure equipment and software function in a reliable manner.
6. This MOU will remain in effect from the date signed, and it will renew automatically each year until or unless the MOU is terminated by one or both parties.
7. This agreement is for the sharing of records, and it is not for the sharing of personnel or equipment.

Right to Cancel or Amend

The agencies recognize the importance of public-safety data sharing. Neither party may unilaterally cancel the agreement contained herein during the term of this agreement. This agreement shall continue until either party gives the other party sixty (60) days' written notice for any reason. This agreement may be amended at any time upon mutual written agreement of the parties.

Data Access and Permitted Uses

All data accessible through or supplied by the agencies remains the property of the agencies that entered it into their records management system. The agency that enters the data is responsible for its accuracy. Use of the data must be for valid law enforcement purposes only and is strictly forbidden to be used for personal reasons. Collection, storage, access, dissemination and use of the data must be in strict compliance with all federal and state laws and regulations, with policies of each agency, and with the applicable standards for handling of such information as defined by federal and state law enforcement agencies with authority over the participating agencies. The data is confidential and should be treated accordingly. An unauthorized request or receipt of data could result in criminal proceedings. It is the responsibility of the participating agencies to determine when dissemination is necessary, and to whom the data is disseminated. No participating agency will disseminate data belonging to another participating agency without that agency's prior written authorization.

Appointment of Administrator

Each of the participating agencies must appoint one employee as its Agency's System Administrator.

Entire Agreement

Neither party to this agreement is the agent of the other for the purposes of this agreement. No employee or contractor of one party shall become the employee or agent of the other party by participating in the joint communication activities of this agreement.

This Memorandum of Understanding contains the entire agreement of all parties, and all prior communications, oral or written, are without any force and effect, as it is the specific intent of the parties that this agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party.

On this _____ day of _____, 2014.

City of Fayetteville

Mayor

Date

City Clerk

Date

City of Bentonville

Mayor

Date

City Clerk

Date



New World Systems®
The Public Sector Software Company

Document #: 0446-14A1D

July 25, 2014

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Captain Jamie Fields
City of Fayetteville
100 West Rock Street
P.O. Box 1988
Fayetteville, AR 72701

Dear Captain Fields:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 7/25/2014) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date: _____

CITY OF FAYETTEVILLE, AR
(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

EXHIBIT AA TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software and Implementation Services

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$20,000
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	3,980
 ONE TIME PROJECT COST:	 <u>\$23,980</u>

II. Payments for Licensed Standard Software and Implementation Services

<u>DESCRIPTION OF PAYMENT</u>	<u>COST</u>
A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	\$23,980
 ONE TIME PROJECT PAYMENT:	 <u>\$23,980</u>

- III. Standard Software Maintenance Services** \$5,600
- Standard Software Maintenance Agreement (SSMA) fees for the software listed on the attached proposal will be added to **Customer's** current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

CITY OF FAYETTEVILLE, AR

Budgetary Proposal Summary

July 25, 2014

A. STANDARD APPLICATION SOFTWARE^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT

AEGIS DATA SHARING

1. Web Consolidated Search

- Data Connector to NWS Database (Bentonville PD, AR)	10,000
- Data Connector to NWS Database (Rogers PD, AR)	10,000
- Web Query	15,000

NEW WORLD STANDARD SOFTWARE LICENSE FEE **\$35,000**

LESS DEMONSTRATION SITE DISCOUNT **(15,000)**

TOTAL SOFTWARE LICENSE FEE^{5,6} **\$20,000**

B. IMPLEMENTATION SERVICES		
ITEM	DESCRIPTION	INVESTMENT

IMPLEMENTATION SERVICES

1. Fixed Installation Service Fees (Remote): **3,980**

- Data Connector to NWS Database (Bentonville PD, AR)	1,090
- Data Connector to NWS Database (Rogers PD, AR)	1,090
- Web Query	1,800

TOTAL IMPLEMENTATION SERVICES **\$3,980**

TOTAL ONE TIME COST **\$23,980**

C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with Customer's existing SSMA.

90-Day Warranty from Date of Delivery	No Charge
Year 1 SSMA	\$5,600

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

MSP ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*
- ² *New World Systems' Aegis product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*
- ⁶ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

City of Fayetteville Staff Review Form

2014-0355

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

7/31/2014

Fire /
 Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

Budget Impact:

4470.9470.5400.00	Sales Tax Capital Improvements
Account Number	Fund
02006.1	Fire Facility Maintenance
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 178,530.00
	Funds Obligated \$ 18,003.43
	Current Balance \$ 160,526.57
Does item have a cost? Yes	Item Cost \$ 42,879.48
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$ 117,647.09

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Approval Date:



Paul A. Becker 8-1-2014

Don Man 8-1-14

[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: July 31, 2014

SUBJECT: Council approval of a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

RECOMMENDATION:

Staff recommends a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

DISCUSSION:

The Fayetteville Fire Department Station #1 driveway is the original driveway from 1964. It is in definite need of replacement with the wear and tear from apparatus and usage over the past 50 years.

BUDGET/STAFF IMPACT:

The finances required for this project are already budgeted in the Fire Sales Tax Capital Project: Fire Facility Maintenance.

Attachments:

Final Bid Tabulations and Purchase Order Request

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-43 AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$42,879.48 FOR REPLACEMENT OF THE DRIVEWAY AT FIRE STATION NO. 1, AND TO APPROVE A PROJECT CONTINGENCY OF \$8,575.90

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 #14-43, authorizes the Mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and further approves a project contingency in the amount of \$8,575.90.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.: Date: 7/31/2014

P.O Number:

Legistar#: 2014-0355

Mail ☐ Yes ☐ No
Taxable ☐ Yes ☐ No

Expected Delivery Date:

Quotes Attached
☐ Yes ☐ No

Extension: 7613

Project Sub# 02006.1

Inventory #

Fixed Asset #

Vendor #: 68230 Vendor Name: Benchmark Construction

Address: 333 W. Poplar Suite A

City: Fayetteville State: AR

Requester: Granville Wynn

Zip Code: 72703 Ship to code: Requester's Employee #: 3806

Account Number: 4470.9470.5400.00

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Concrete Driveway at Station #1	1			\$42,879.48	4470.9470.5400.00	02006.1		
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot						

Special Instructions:

Subtotal: \$42,879.48
Tax: \$42,879.48
Total: \$42,879.48

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



City of Fayetteville, AR
Bid 14-43, Construction – Fire Station Driveway Replacement
Vendor: Benchmark Construction of NWA, Inc.
Terms: Single Project

This contract executed this ____ day of _____, 2014, between the City of Fayetteville, Arkansas, and Benchmark Construction of NWA, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction of NWA, 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 14-43 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 14-43, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction of NWA, Inc. based on their bid proposal in an amount not to exceed \$42,879.48. 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 Benchmark Construction of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 14-43 with the specifications and conditions typed thereon.
 - B. Benchmark Construction of NWA, 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 Benchmark Construction of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction of NWA, Inc.
5. Benchmark Construction of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction of NWA, 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 Benchmark Construction of NWA, 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. Benchmark Construction of NWA, 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, Benchmark Construction of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction of NWA, Inc.

8. Benchmark Construction of NWA, 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 Benchmark Construction of NWA, Inc. with 30 days written notice.
10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. 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.
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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2014.

Benchmark Construction of NWA, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: Stephen Smith

Signature

By: _____

LIONELD JORDAN, Mayor

STEPHEN SMITH, CEO
Printed Contractor Name & Title

Roger Row
ATTEST (Signature)

ATTEST: (Signature)

N/A
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

333 W. PADAL ST, STE 4
City, State & Zip Code FAYETTEVILLE, AR 72703

Date Signed: 8/1/14

Date Signed: _____

City of Fayetteville, AR

Bid 14-43, Construction – Fire Station Driveway Replacement

Page 2 of 2



City of Fayetteville, Arkansas
 Purchasing Division
OFFICIAL BID TABULATION
 Bid 14-43, Const. - Fire Station Driveway Replacement
 Thursday, July 31, 2014 4:00 PM

					Benchmark Construction		Goodwin & Goodwin		LJB Construction Inc	
Item#	Description	Unit of Measure	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization - Shall not exceed 5% of the total base bid	LS	1	x	\$ 1,310.00	\$ 1,310.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
2	Insurance & Bonds	LS	1	x	\$ 1,480.00	\$ 1,480.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
3	6" (inch) Concrete Driveway	SY	832	x	\$ 30.55	\$ 25,417.60	\$ 55.00	\$ 45,760.00	\$ 47.66	\$ 39,653.12
4	Concrete Curb and Gutter	LF	79	x	\$ 11.00	\$ 869.00	\$ 18.00	\$ 1,422.00	\$ 20.00	\$ 1,580.00
5	Removal of Existing Pavement	SY	832	x	\$ 13.00	\$ 10,816.00	\$ 15.00	\$ 12,480.00	\$ 13.50	\$ 11,232.00
6	Subgrade Preparation	SY	832	x	\$ 3.59	\$ 2,986.88	\$ 12.00	\$ 9,984.00	\$ 2.00	\$ 1,664.00
TOTAL BASE BID (Sum of calculated item 1-6):					\$	42,879.48	\$	74,146.00	\$	57,629.12

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

CERTIFIED:

A. Foren, CPPC, CPPB, Purchasing Agent

Witness

Date

7/31/14

City of Fayetteville
Bid 14-43, Construction – Fire Station Driveway Replacement
Bid Form

Contract Name: Bid 14-43, Construction – Fire Station Driveway Replacement
Bid Number 14-43

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: BENCHMARK CONST OF NWA, INC.
333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>7/30/14</u>

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

CITY OF



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.



5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.



All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents



All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: BENCHMARK CONST

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500415

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

Item #	Description	Unit of Measure	Estimated Quantity		Unit Price	Total Line Item Price
1	MOBILIZATION - SHALL NOT EXCEED 5% OF THE TOTAL BASE BID	LS	1	X	\$ <u>1,310⁰⁰</u>	= \$ <u>1,310⁰⁰</u>
2	INSURANCE & BONDS	LS	1	X	\$ <u>1,480⁰⁰</u>	= \$ <u>1,480⁰⁰</u>
3	6" CONCRETE DRIVEWAY	SY	832	X	\$ <u>30.35</u> \$ <u>30.35</u>	= \$ <u>25,117.60</u> \$ <u>25,117.60</u>
4	CONCRETE CURB AND GUTTER	LF	79	X	\$ <u>11⁰⁰</u>	= \$ <u>869⁰⁰</u>
5	REMOVAL OF EXISTING PAVEMENT	SY	832	X	\$ <u>13⁰⁰</u>	= \$ <u>10,816⁰⁰</u>
6	SUBGRADE PREPARATION	SY	832	X	\$ <u>359</u>	= \$ <u>2,986⁰⁰</u>
TOTAL BASE BID (Sum of calculated Item 1-6):						\$ <u>42,879⁴⁸</u>

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the bid documents.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the bid document.

Section 7 – Debarment:

A.) As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual

awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 8 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

STEVE SMITH

Phone No. 871-2082

FAX No. 251-1319

Section 9 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 31ST Date of JULY, 20 14.

Arkansas State Contractor License No. 0033500415

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation BENCHMARK CONST OF NWA, INC.

Corporation Name: _____ (SEAL)

Date of Incorporation: 2006

Type (General Business, Professional, Service, Limited Liability): G.I.C.

By: Stephen Smith, CEO
(Signature – attach evidence of authority to sign)

Name (type or printed): STEPHEN SMITH

Title: CEO

(CORPORATE SEAL)

Business address: 333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Phone No.: 871-2082 FAX No.: 256-1319

City of Fayetteville
Bid 13-23, Construction – Hangar A Renovation Re-Bid
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: BENCHMARK CONST OF MWA, INC
BUSINESS ADDRESS: 333 W. DOPLAR ST, STE A
NUMBER OF YEARS IN BUSINESS: 38 HOW LONG IN PRESENT LOCATION: 7
TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 4 FULL TIME _____ PART TIME _____
PLEASE LIST FOUR (4) 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). Contractors shall have valid experience.

1. CITY OF FAY
COMPANY NAME
FAY, AR 72701
CITY, STATE, ZIP
ANDREA FOREN
CONTACT PERSON
575-8220
TELEPHONE
01/13
DATE COMPLETED
AFOREN@CI.FAYETTEVILLE.AR.US
E-MAIL ADDRESS

2. UNIV OF ARK
COMPANY NAME
FAY AR 72701
CITY, STATE, ZIP
BOB BEELER
CONTACT PERSON
575-5050
TELEPHONE
6/11
DATE COMPLETED
RWBEELE@UARK.EDU
E-MAIL ADDRESS

3. CITY OF SPRINGDALE
COMPANY NAME
SPR, AR 72764
CITY, STATE, ZIP
WYMON MORGAN
CONTACT PERSON
750-8114
TELEPHONE
3/12
DATE COMPLETED
WMORGAN@SPRINGDALE.AR.GOV
E-MAIL ADDRESS

4. HIGHLAND ONCOLOGY GROUP
COMPANY NAME
FAY, AR
CITY, STATE, ZIP
KATHEY ~~PARKER~~ RHODES
CONTACT PERSON
587-1700
TELEPHONE
6/12
DATE COMPLETED
KRHODES@HOGONC.COM
E-MAIL ADDRESS



Brown • Hiller • Clark & Associates
5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.
333 West Poplar, Ste A
Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

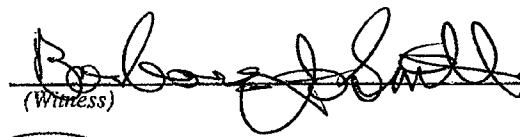
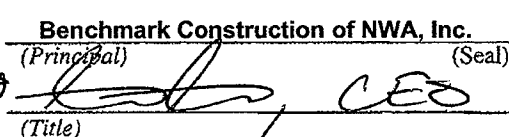
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

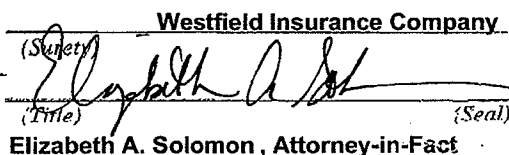
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fire Station Driveway Replacement**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **30th** day of **July** **2014**


(Witness)
Benchmark Construction of NWA, Inc.
(Principal)  (Seal)
(Title)


(Witness)
Westfield Insurance Company
(Surety)  (Seal)
(Title)
Elizabeth A. Solomon, Attorney-in-Fact

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, SARAH K. DAY, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 17th day of **MAY** A.D., 2013.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this 17th day of **MAY** A.D., 2013, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of

July, A.D., 2014



Frank A. Carrino, Secretary

City of Fayetteville Staff Review Form

2014-0353

Legistar File ID

8/19/2014

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

Andrew Garner

7/31/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 14-4808: Administrative Item (REGIONAL PARK AND KESSLER MOUNTAIN MASTER STREET PLAN AMENDMENT/674, 675, 676, 714, 715): Submitted by CITY PARKS DEPARTMENT AND CHAMBERS BANK for property located at the REGIONAL PARK AND KESSLER MOUNTAIN. The request is for a Master Street Plan amendment.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

Long Creek

Legend of map not consulted with collector street

OK 8-1-14

Paul A. Butler 8-1-2014

David Mann 8-1-14



[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director *JP*

FROM: Andrew Garner, City Planning Director *ag*

DATE: July 31, 2014

SUBJECT: **ADM 14-4808: Administrative Item (REGIONAL PARK AND KESSLER MOUNTAIN MASTER STREET PLAN AMENDMENT/674, 675, 676, 714, 715):**
Submitted by CITY PARKS DEPARTMENT AND CHAMBERS BANK for property located at the REGIONAL PARK AND KESSLER MOUNTAIN. The request is for a Master Street Plan amendment.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **ADM 14-4808**.

BACKGROUND:

The subject property is located along Cato Springs Road (south Razorback Road) just west of I-49/540 and the Fulbright Expressway. The property is part of the SouthPass Planned Zoning District that was approved in 2008 on approximately 900 acres. The SouthPass development was not successful and never moved past the entitlement stage. However the City of Fayetteville now owns a 200-acre regional park property deeded to the City as part of the Planned Zoning District approval, a 56-acre capped landfill, the 328-acre Mount Kessler property purchased by the City with a 50/50 matching grant, and a 48-acre parcel deeded by Chambers Bank to be used as a parkland credit for future development. The remainder of the original SouthPass property is now owned by Chambers Bank and is in the process of being rezoned.

DISCUSSION:

Master Street Plan: The 2008 SouthPass development included several Collector Streets in a modified grid pattern throughout the development, consistent with the City's street hierarchy system. These streets were later included on the Master Street Plan as Collectors with the update of City Plan 2030 in 2011. The City is now in the process of designing a regional park on the property that is scheduled to be submitted for Large Scale Development review later this summer. The property owned by Chambers Bank does not have immediate plans for development. Because of changes in property ownership including the City purchase of approximately 328 acres planned for development, and abandonment of the SouthPass project, the series of Collector Streets that followed the SouthPass street pattern are no longer relevant.

Proposal: City staff and Chambers Bank propose to remove several internal Collector Streets that were in the SouthPass development and provide Collector Street connections from Shiloh Drive in the northeast portion of the property that will connect to the new public street into the regional

park, providing a loop back out to Cato Springs Road. The location of required Collector Streets is a key factor in the City's design of the regional park Large Scale Development. As indicated on the exhibits and described in the letter request, a new Local Street is proposed through the regional park, not a Collector Street. Additionally, because of topographical challenges the Collector Streets through this site and Finger Road to the north all the way to Finger Road/Plumerosa (Walmart/Lowe's area) are being downgraded to Local Streets. City Planning staff recommends that the Master Street Plan be formally amended prior to review of the Large Scale Development for the regional park.

BUDGET/STAFF IMPACT:

Not applicable

Attachments:

- Resolution
- Exhibit A
- Planning Commission memo

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN BY REMOVING THE INTERNAL COLLECTOR STREETS THAT WERE PLANNED IN THE SOUTHPASS R-PZD 08-2898 AND DOWNGRADING FINGER ROAD FROM A COLLECTOR TO A LOCAL STREET FROM THE INTERSECTION OF PLUMEROSA ROAD SOUTH TO THE MOUNT KESSLER AREA, AS DESCRIBED AND DEPICTED IN THE ATTACHED MAP.

WHEREAS, the SouthPass R-PZD 08-2898 is no longer an ongoing project and the internal streets planned through this area are no longer relevant; and

WHEREAS, the City Council finds that the extension of a new local streets through the regional park and Chambers Bank property as indicated in the attached maps maintains the intent of the Master Street Plan for connectivity to Shiloh Drive, Cato Springs Road, and Finger Road, while providing a street cross section that is more compatible with the mountainous and rural context than a Collector.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the Master Street Plan as indicated in Exhibit "A," attached hereto and made a part hereof.

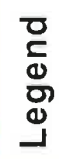
PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



APPLEBY RD



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: ~~July 28, 2014~~ Updated July 30, 2014

SUBJECT: **ADM 14-4808: Administrative Item (REGIONAL PARK AND KESSLER MOUNTAIN MASTER STREET PLAN AMENDMENT/674, 675, 676, 714, 715):** Submitted by CITY PARKS DEPARTMENT AND CHAMBERS BANK for property located at the REGIONAL PARK AND KESSLER MOUNTAIN. The request is for a Master Street Plan amendment.

RECOMMENDATION:

Staff recommends forwarding **ADM 14-4808** to the City Council with a recommendation for approval.

BACKGROUND:

Property: The subject property is located along Cato Springs Road (south Razorback Road) just west of I-49/540 and the Fulbright Expressway. The property is part of the SouthPass Planned Zoning District that was approved in 2008 on approximately 900 acres. The SouthPass development was not successful and never moved past the entitlement stage. However the City of Fayetteville now owns a 200-acre regional park property deeded to the City as part of the Planned Zoning District approval, a 56-acre capped landfill, the 328-acre Mount Kessler property purchased by the City with a 50/50 matching grant, and a 48-acre parcel deeded by Chambers Bank to be used as a parkland credit for future development. The remainder of the original SouthPass property is now owned by Chambers Bank and is in the process of being rezoned. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family residential	Washington County
South	Single-family residential	Washington County
East	Single-family residential	Washington County, R-A Residential Agricultural
West	Single-family residential	Washington County

Master Street Plan: The 2008 SouthPass development included several Collector Streets in a modified grid pattern throughout the development, consistent with the City's street hierarchy system. These streets were later included on the Master Street Plan as Collectors with the update of City Plan 2030 in 2011. The City is now in the process of designing a regional park on the property that is scheduled to be submitted for Large Scale Development review later this summer. The property owned by Chambers Bank does not have immediate plans for development.

Because of changes in property ownership including the City purchase of approximately 328 acres planned for development, and abandonment of the SouthPass project, the series of Collector Streets that followed the SouthPass street pattern are no longer relevant.

Proposal: City staff and Chambers Bank propose to remove several internal Collector Streets that were in the SouthPass development and provide Collector Street connections from Shiloh Drive in the northeast portion of the property that will connect to the new public street into the regional park, providing a loop back out to Cato Springs Road. The location of required Collector Streets is a key factor in the City's design of the regional park Large Scale Development. As indicated on the exhibits and described in the letter request, a new Local Street is proposed through the regional park, not a Collector Street. Additionally, because of topographical challenges the Collector Street designation through this site and Finger Road to the north all the way to Finger Road/Plumerosa (Wal-mart/Lowe's area) are being downgraded to a Local Street. City Planning staff recommends that the Master Street Plan be formally amended prior to review of the Large Scale Development for the regional park.

DISCUSSION:

The City's Master Street Plan was updated in 2011 consistent with the 2008 SouthPass development plan. However the City's purchase of Mount Kessler Reserve and abandonment of the SouthPass development has changed the necessary alignment of Collector Streets through property now owned by Chambers Bank and the City. While is anticipated that development will occur on Chambers Bank and surrounding private property and Local Street connections are needed, the number and location of Collector Streets in the current Master Street Plan are excessive. As the Chambers Bank property and surrounding private property is developed public streets will be required. However, given the steep topography and constrained development potential, multiple Collector Streets over and through this mountainous area including the regional park and the Chambers Bank property are not reasonable or necessary. Because Finger Road connects to this property and is designated as a Collector Street through very steep terrain, it should also be downgraded to a Local Street.

Recommendation: Staff recommends ADM 14-4808 be forwarded to City Council with a recommendation for approval to amend the Master Street Plan as proposed.

Planning Commission Action: ☐ **Approved** ☒ **Forwarded** ☐ **Denied**

Meeting Date: July 28, 2014

Motion: Chesser
Second: Autry
Vote: 9-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Request letter
- City and Chambers Bank rezoning map
- SouthPass Development Plan
- Regional Park Master Plan
- Regional Park street layout
- Master Street Plan Amendment Exhibit
- Future Land Use Plan map
- Aerial Photo
- One Mile Map
- Close Up Map



July 21, 2014

Mr. Tracy Hoskins, Chair
Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain St.
Fayetteville AR 77201

Re: Master Street Plan Amendment- Fayetteville Regional Park

Dear Planning Commission Chair,

Please accept this letter as a formal request to amend the Master Street Plan with regard to the property located at 2600 E. Judge Cummings Road. The property was recently rezoned from R-PZD Residential Planned Zoning District, to P-1, Institutional and is owned by the City of Fayetteville. The previous development plan for the area was created and established in 2006 including a mix of uses, centered around a 200 acre regional park. This development was much more dense and included residential housing west of the park property. Since that time, the City has acquired approximately 367 additional acres to the west that will be preserved as a natural area and will not be developed.

This master street plan amendment request includes removing a collector street originally planned through the park and replacing it with a local street. Additionally, a collector to the north located on land owned by Chambers Bank, is proposed to be re-routed and downgraded to a local street to better serve the future needs of that land. The City has negotiated this change with Chambers Bank, and they have signed as an applicant on this request.

Downsizing the park road from a collector to a local will better meet the needs of the park by creating a narrower right of way and slower street. The consulting team designing the Regional Park recommends designing the park road in a manner that is more closely aligned with a local road, moving traffic safely, accommodating and emphasizing the pedestrian and making access to amenities convenient.

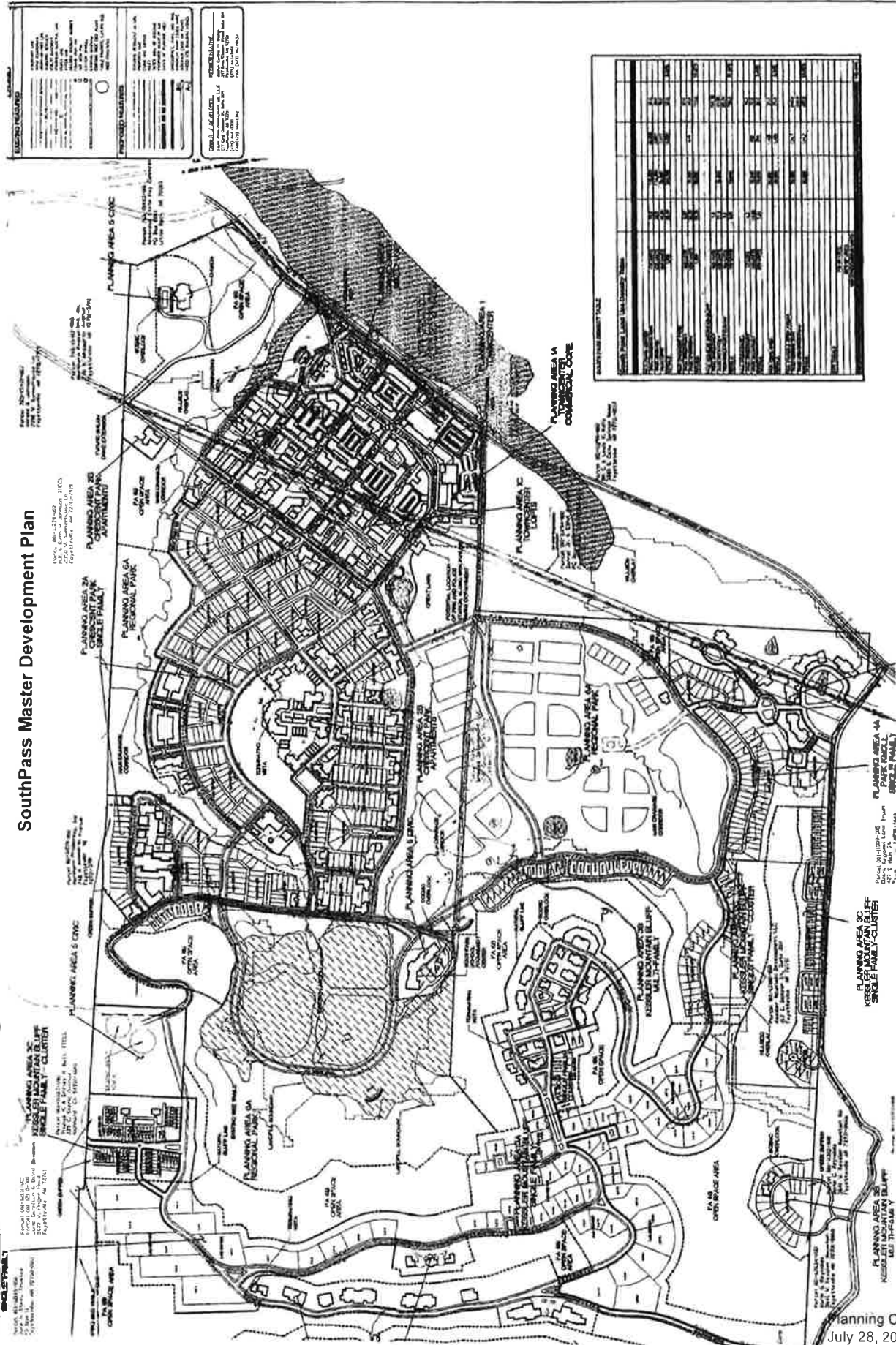
Thank you for your consideration of this request.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Alison Jumper".

Alison Jumper
Park Planning Superintendent

SouthPass Master Development Plan





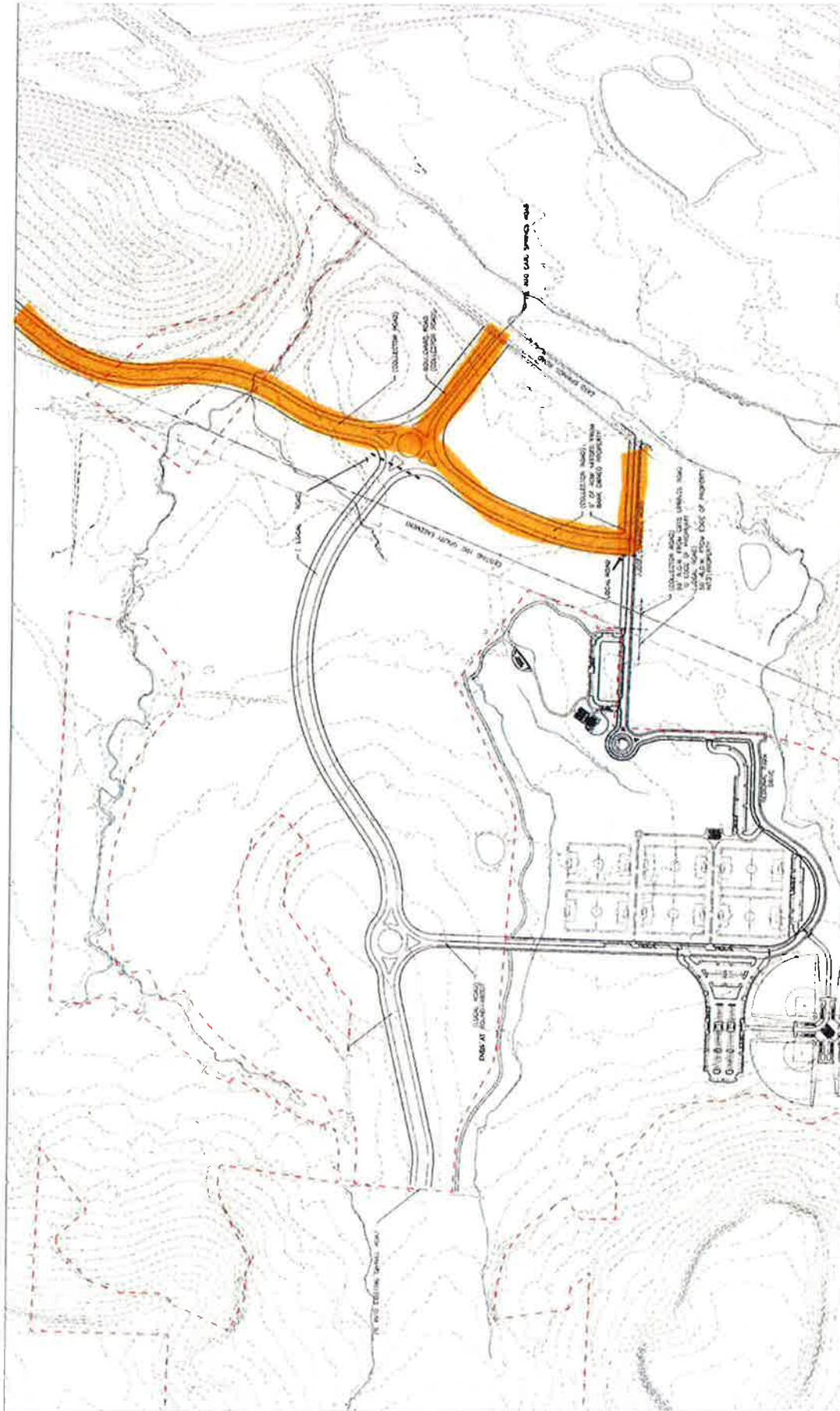
FAYETTEVILLE REGIONAL PARK

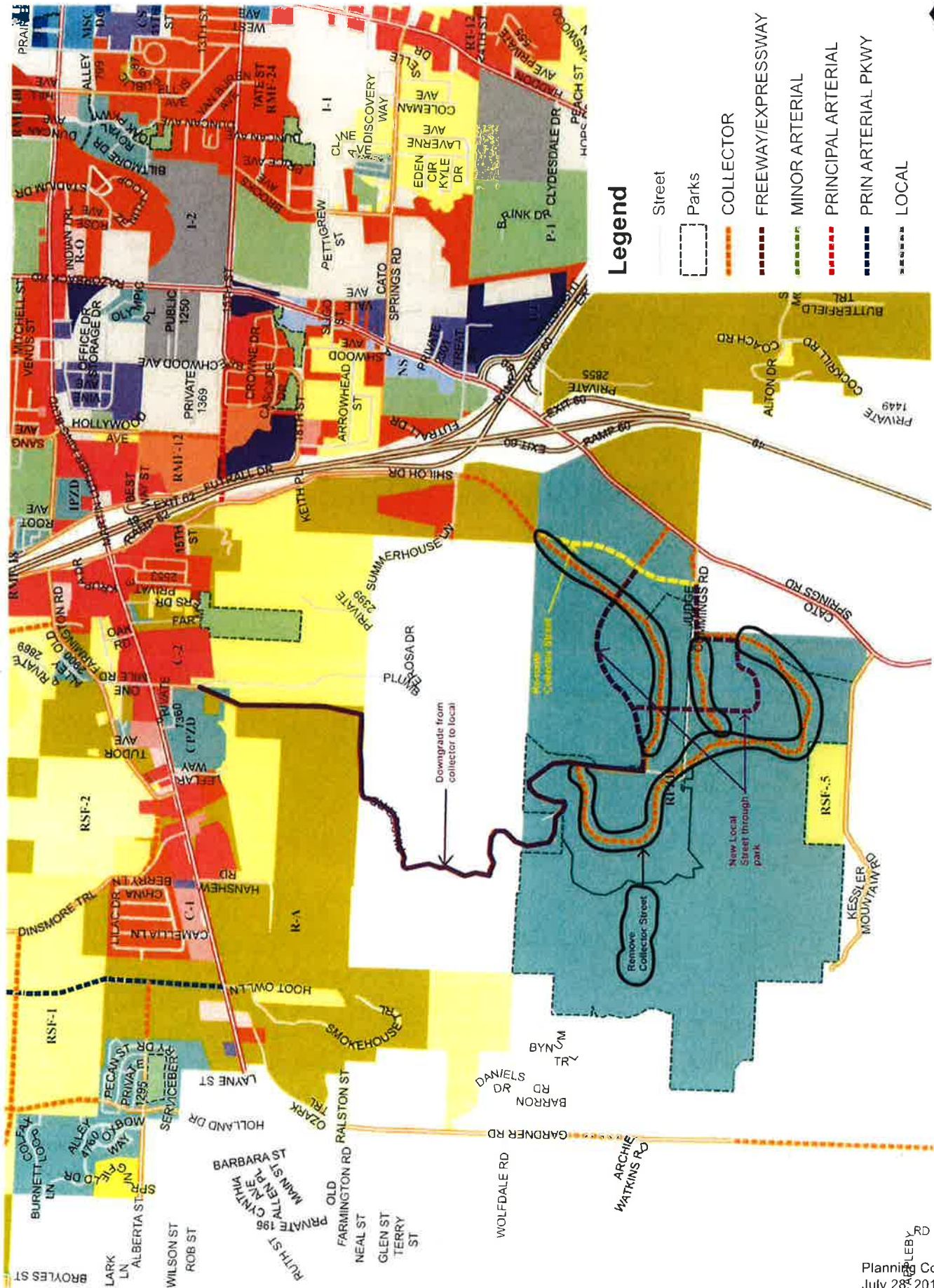
FINAL MASTER PLAN ENLARGEMENT

FAYETTEVILLE, ARKANSAS

LOBE & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE + ARCHITECTURE CONSULTING
6000 N. STATE ST. SUITE 200, LITTLE ROCK, AR 72205
501-781-3800

COLLECTOR STREET



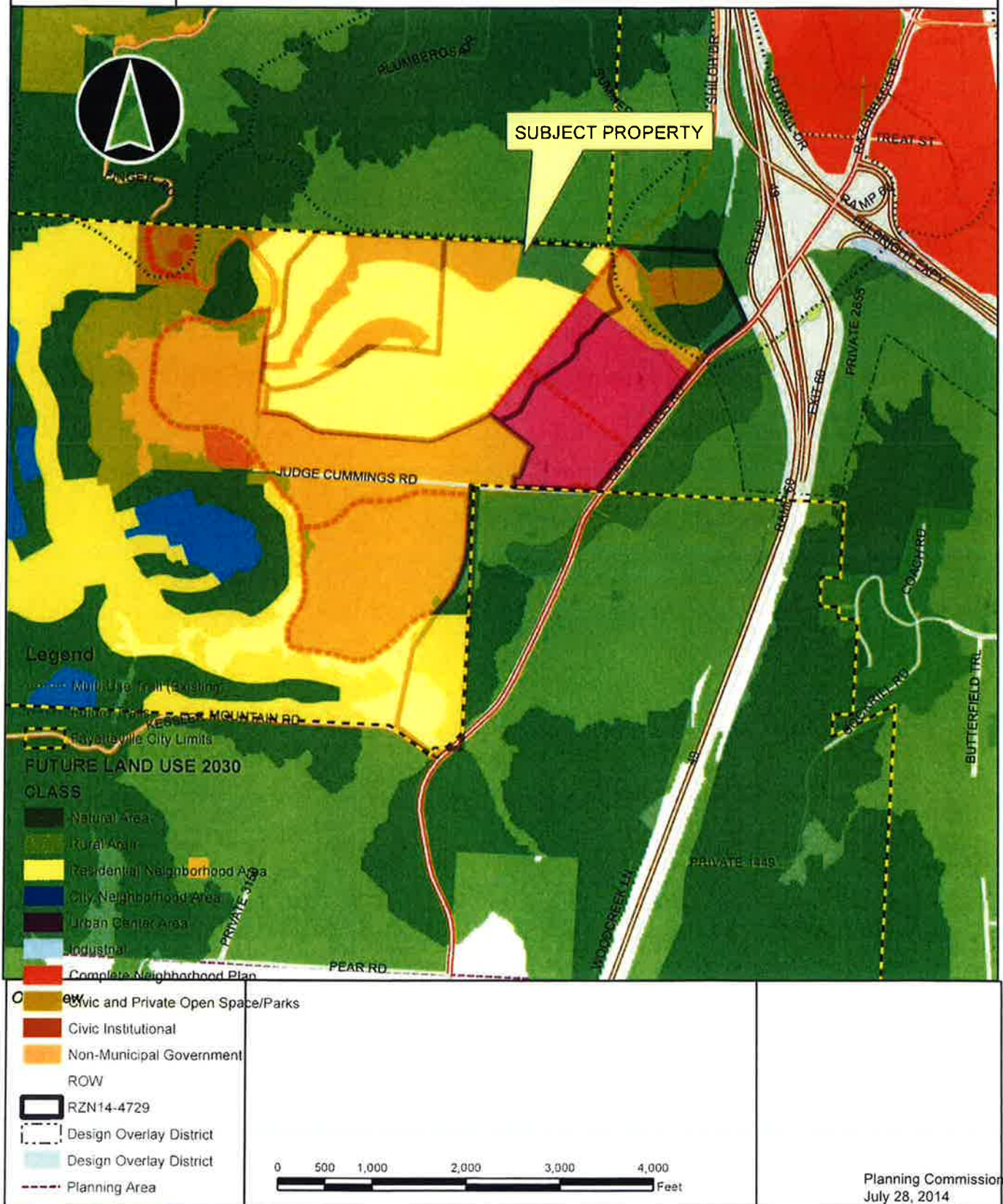


Master Street Plan Amendment Request

RZN14-4729

Future Land Use

CHAMBERS BANK

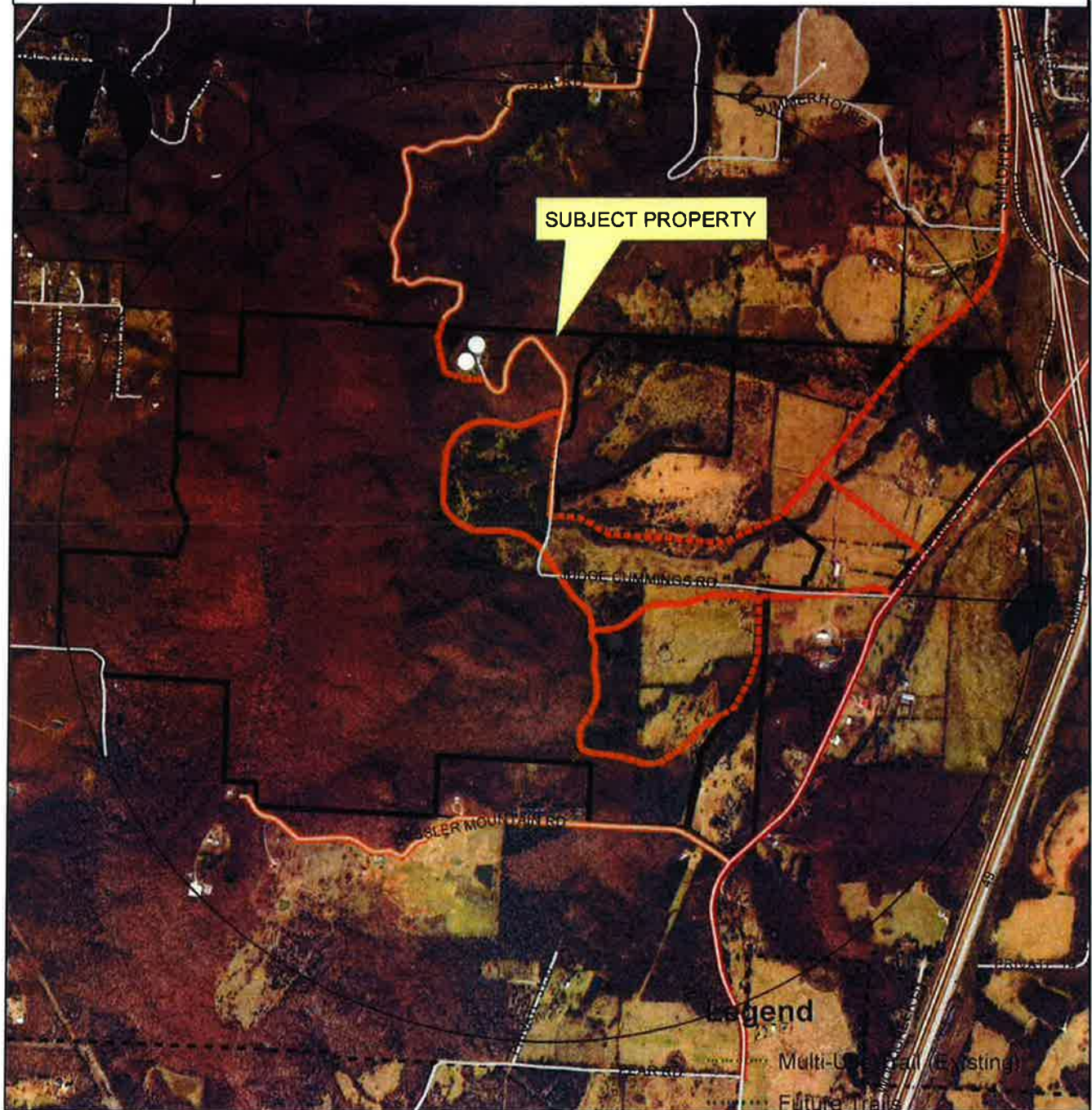


Planning Commission
July 28, 2014
Agenda Item 8
14-4808 Mt. Kessler MSP
Page 10 of 13

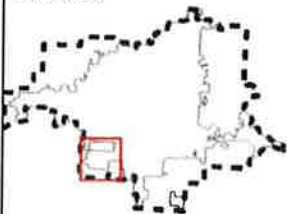
ADM14-4808

Aerial

MT. KESSLER MSP AMENDMENT



Overview



Legend

Subject Property

ADM14-4808

Boundary

0 0.25 0.5



1 Miles



ADM14-4808



Design Overlay District



Planning Area



Fayetteville

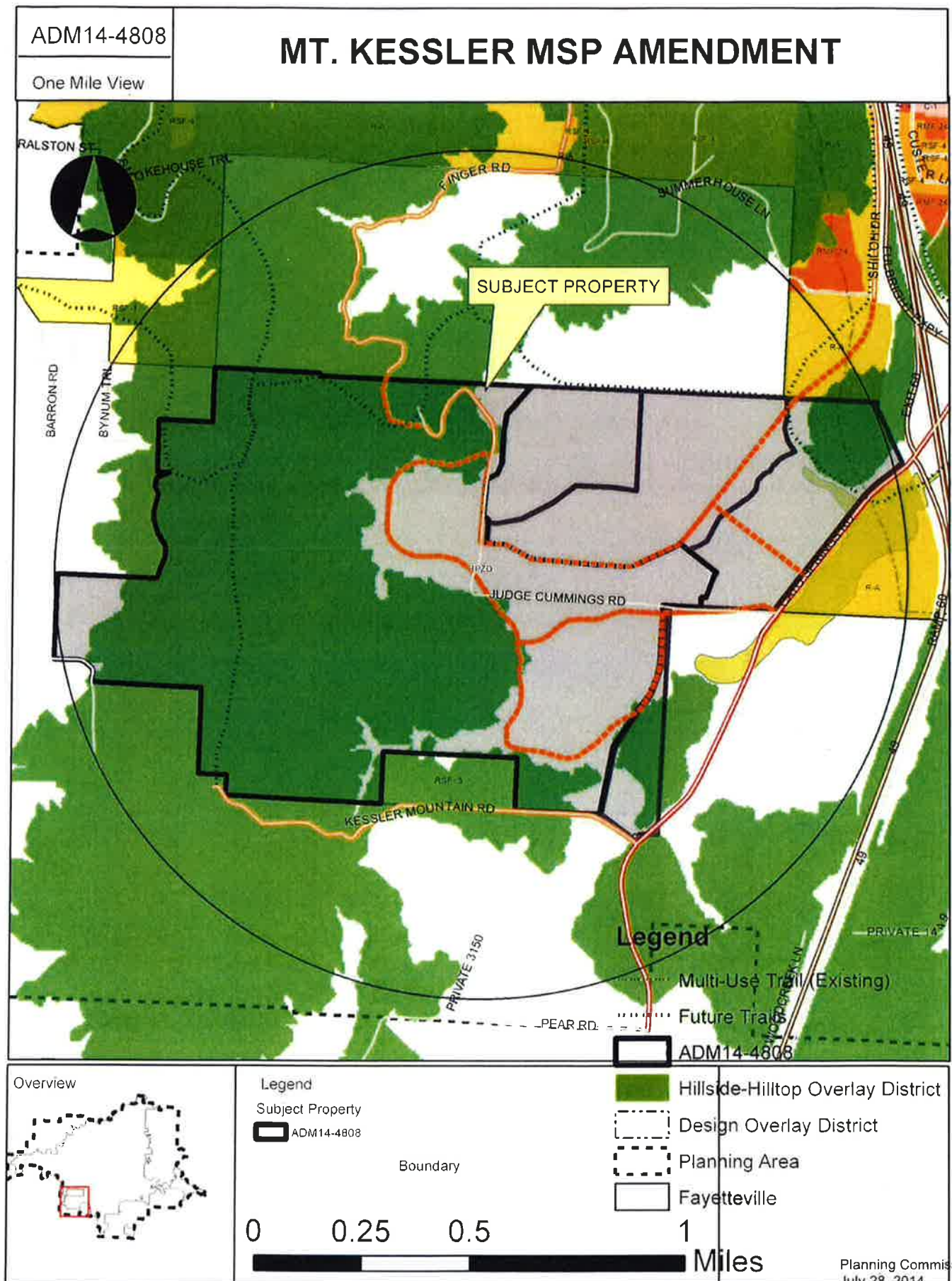
Planning Commission

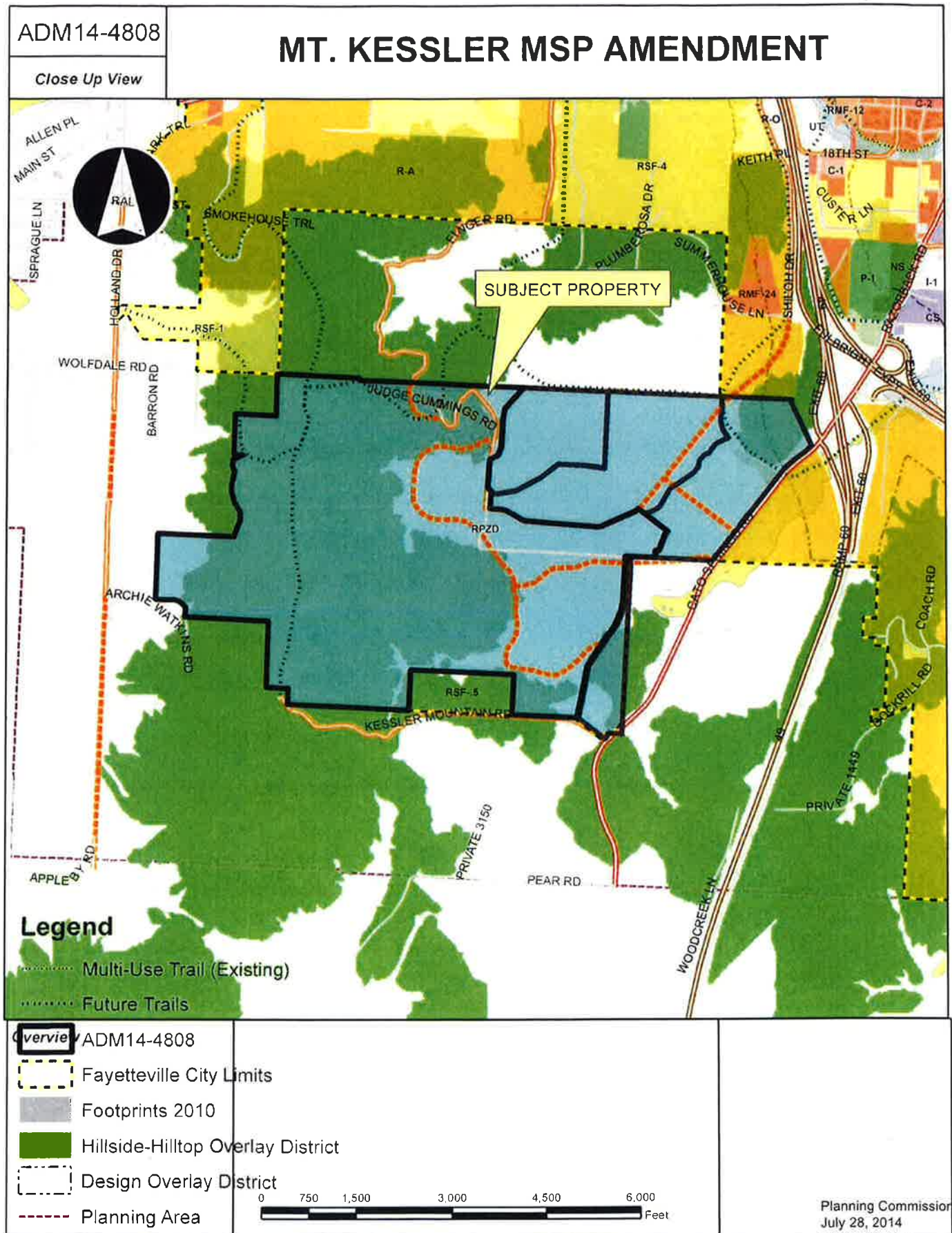
July 28, 2014

Agenda Item 8

14-4808 Mt. Kessler MSP

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Legistar ID No.: 2014-0303

AGENDA REQUEST

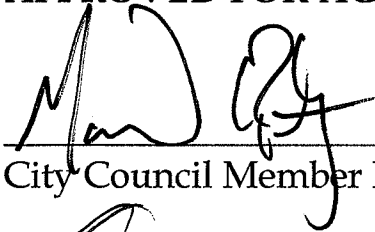
FOR: COUNCIL MEETING OF July 15, 2014

FROM:
CITY COUNCIL MEMBER Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119
CIVIL RIGHTS ADMINISTRATION TO PROTECT THE CIVIL RIGHTS OF
FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL
RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE

APPROVED FOR AGENDA:



City Council Member Matthew Petty

7/2/2014

Date



Assistant City Attorney Blake Pennington
(as to form)

7/2/14

Date

It on the second reading at the 8/5/14 City Council Meeting
It on the first reading at the 7/15/14 City Council Meeting.

Pennington, Blake

From: matt@matthewpetty.org on behalf of Matthew Petty - Fayetteville Ward 2
<citycouncil@matthewpetty.org>
Sent: Thursday, May 15, 2014 3:09 PM
To: Williams, Kit
Cc: Pennington, Blake; James Rector
Subject: Anti-Discrimination Ordinance
Attachments: Fayetteville HRO 5.15.2014.docx

Hi Kit,

Attached is a draft Anti-Discrimination Ordinance that I would like to get passed in Fayetteville. It targets discrimination in housing transactions and employment decisions.

I want to introduce it at the first meeting in July. Can you guys take a look at it and think about how it might need to be adapted for consistency with Arkansas and municipal code? I'd like to have a first meeting on it the week of the 26th (or I can do late next week).

Thanks for your help,
M

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 **CIVIL RIGHTS ADMINISTRATION** TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville seeks to protect and safeguard the right and opportunity of all persons to be free from unfair discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS, the City of Fayetteville seeks to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

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 enacts Chapter 119 **Civil Rights Administration** as shown on Exhibit "A" attached hereto.

PASSED and **APPROVED** this _____ day of _____, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

- (A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.
- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed by a covered employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

- (M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.
- (N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

- (A) With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:
- (1) To fail to hire, refuse to hire or discharge an individual;
 - (2) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
 - (3) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
 - (4) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
 - (5) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
 - (6) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
 - (7) To discriminate in referring an individual for employment whether the referral is by an

employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

- (A) With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:
- (1) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
 - (2) To discriminate by imposing different terms on a real estate transaction;
 - (3) To represent falsely that an interest in real estate is not available for transaction;
 - (4) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
 - (5) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
 - (6) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
 - (7) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;
 - (8) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
 - (9) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a

real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

(10) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(11) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

(12) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

It shall be unlawful for a business establishment or place of public accommodation for a discriminatory reason to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation, unless required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

- (A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.
- (B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

119.07 General Exceptions

- (A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.
- (B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.
- (C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.
- (D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.
- (E) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan as required by state or federal law, or by court order.
- (F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:

- (1) That the discrimination is in fact a necessary result of such a bona fide condition; and
 - (2) That there exists no less discriminatory means of satisfying the bona fide requirement.
- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.
- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.
- (I) Nothing contained in this chapter shall be deemed to require any religious or denominational institution or association to open its sanctuary or chapel to any individual or group for any ceremony including, but not limited to, weddings, funerals, confirmations, or baptisms.

119.08 Posting of Notices

- (A) Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate

against, interfere with, intimidate or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.

- (C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

- (A) Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.
- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.

- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Enact Chapter 119 City



B. 1
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Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan
City Council**

CC: **Kit Williams, City Attorney**

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

DATE: **July 17, 2014**

RE: **Civil Rights Ordinance**

While there is no specific Arkansas statute expressly authorizing a municipality to enact an anti-discrimination ordinance, the state legislature has authorized municipalities to legislate pursuant to their police powers under a number of statutes. Generally, "a municipality is authorized to perform any function and exercise full legislative power in any and all matters of whatsoever nature pertaining to its municipal affairs" and may even legislate on issues designated as "state affairs" as long as the regulation is not in conflict with or contrary to state law. A.C.A. § 14-43-601 - 14-43-602.

More specifically, a city has "the power to make and publish bylaws and ordinances, not inconsistent with the laws of this state, which, as to them, shall seem necessary to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such corporations and the inhabitants thereof." A.C.A. § 14-55-102. Cities have the power to "prevent injury or annoyance within the limits of the municipal corporation from anything dangerous, offensive, or unhealthy []." A.C.A. § 14-54-103(1). Cities may also "prevent or regulate the carrying on of any trade, business, or vocation of a tendency dangerous to morals, health, or safety []." A.C.A. § 14-54-104(3)(C).

In fact, the Arkansas Supreme Court has held that "the mere possibility of a public harm is sufficient basis for the municipality to regulate under its police power. Phillips v. Town of Oak Grove, 333 Ark. 183 (1998). Thus, this grant of power provides the basis for the City Council to enact a civil rights ordinance for the City of Fayetteville in order to protect residents and visitors of Fayetteville from unlawful discrimination in employment, public accommodation, business transactions, housing and real estate transaction, and the use of city services.

Amendments to Civil Rights Ordinance Proposed by Alderman Matthew Petty

AMEND 119.02 – DEFINITIONS

- (E) "Employee" means any individual employed by a covered employer.

AMEND 119.06

119.06 City Services, Facilities, Transactions and Contracts

- (A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.
- (B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

AMEND 119.07 – NEW SUBSECTION (I)

- (I) Nothing contained in this chapter shall be deemed to require any religious or denominational institution to open its sanctuary or chapel to any individual or group for any ceremony including, but not limited to, weddings, funerals, confirmations, or baptisms, that do not align with that religious or denominational institution's statement of faith or beliefs.

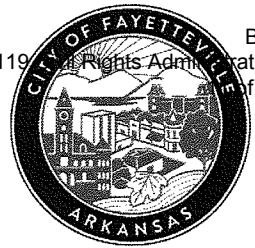


OFFICE OF THE
CITY ATTORNEY

B.2. Handed out at
Agenda Session.

Enact Chapter 119 of Rights Administration of 30

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Kit Williams, City Attorney

FROM: Blake Pennington, Assistant City Attorney 

DATE: July 24, 2014

RE: Alderman Petty's Proposed Amendments to Civil Rights Ordinance

Alderman Petty will be proposing the following amendments to the civil rights ordinance. I am attaching a copy of the full ordinance with these changes incorporated for your reference:

AMEND 119.02 - DEFINITIONS

(E) "Employee" means any individual employed or ~~seeking employment from~~ by a covered employer.

AMEND 119.06

119.06 City Services, Facilities, Transactions and Contracts

- (A) The City of Fayetteville ~~shall be~~ and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.
- (B) All contractors doing business with the City of Fayetteville shall ~~abide by~~ comply with this ordinance.

EXHIBIT A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

- (A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.
- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed by a covered employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

(M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.

(N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

(A) With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

- (1) To fail to hire, refuse to hire or discharge an individual;
- (2) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (3) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
- (4) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
- (5) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
- (6) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
- (7) To discriminate in referring an individual for employment whether the referral is by an

employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

(A) With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

- (1) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
- (2) To discriminate by imposing different terms on a real estate transaction;
- (3) To represent falsely that an interest in real estate is not available for transaction;
- (4) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
- (5) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
- (6) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
- (7) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;
- (8) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
- (9) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a

real estate transaction from which such person may benefit financially; to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

(10) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(11) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

(12) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

(A) It shall be unlawful for a business establishment or place of public accommodation to engage in any of the following acts wholly or partially for a discriminatory reason:

(1) To deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations

of any business establishment or place of public accommodation, unless required by state or federal law;

(2) To print, publish, circulate, post or mail, directly or indirectly, a statement, advertisement or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of a business establishment or place of public accommodation will be unlawfully refused, withheld from or denied an individual, or which indicates that an individual's patronage of, or presence at, the business establishment or place of public accommodation is objectionable, unwelcome, unacceptable or undesirable, unless the denial of the goods or services is required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

(A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.

(B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

119.07 General Exceptions

(A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.

(C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.

(D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(E) It shall not be an unlawful discriminatory practice

for any person to carry out an affirmative action plan as required by state or federal law, or by court order.

- (F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:

- (1) That the discrimination is in fact a necessary result of such a bona fide condition; and
- (2) That there exists no less discriminatory means of satisfying the bona fide requirement.

- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.

119.08 Posting of Notices

- (A) Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.
- (C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

- (A) Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this

chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.

- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.
- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.



OFFICE OF THE
CITY ATTORNEY

City Council Meeting 8-5-14

Enact Chapter 119 Civil Rights



B. 1

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DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

THRU: Kit Williams, City Attorney

FROM: Blake Pennington, Assistant City Attorney

DATE: August 5, 2014

RE: Civil Rights Ordinance - Response to Letter from Attorney Stephanie Nichols

Recently, an attorney in Jonesboro sent a letter to the City Council regarding some concerns she was expressing on behalf of a client who is a resident of Fayetteville. Our office's responses to the issues she has raised are below:

1. If a church does not allow anyone outside of its faith to hold ceremonies (weddings, etc.) in its sanctuary or chapel, this ordinance will not force that church to be open to the public or to "subsidize" a ceremony involving beliefs contrary to its own. If the City Council wishes to strengthen this existing legal exemption, the following language could be adopted as a new subsection within § 199.07 **General Exceptions**:

Nothing contained in this chapter shall be deemed to require any religious or denominational institution to open its sanctuary or chapel to any individual or group for any ceremony including, but not limited to, weddings, funerals, confirmations, or baptisms, that do not align with that religious or denominational institution's statement of faith or beliefs.

However, if a church allows outside groups to rent space in a fellowship hall or classroom, then this ordinance would prohibit discrimination in the rental of the classroom against any protected class defined by the ordinance.

Page Two
Civil Rights Ordinance

In response to the example given by Ms. Nichols, if a church hosts a Girl Scout troop's meetings, it could not bar an LGBT identified member, parent or leader from attending or participating. Furthermore, the Girl Scouts of America's "Inclusion and Non-Discrimination Policy" appears to be aligned with the intent of this ordinance:

Girl Scouts value inclusiveness and do not discriminate or recruit on the basis of race, religion, ethnicity, sexual orientation, socioeconomic status, national origin, or physical or developmental disability.

2. Ms. Nichols misunderstands or misstates the law when she writes that "'non-secular' positions... may be interpreted to be limited to clergy." The Supreme Court has clearly ruled that "non-secular" positions are **NOT** limited to clergy. Churches and even private religiously affiliated schools have wide discretion about who serves in ministerial positions and may choose to hire members of their own faith as long as the work they are hired to perform is related to the organization's religious activities. For example, in Hosanna-Tabor Lutheran Church and School vs. EEOC, 132 S.Ct. 694 (2012), the United States Supreme Court held that a teaching position, which required the teaching of both secular and religious instruction and leading prayers in class, could be classified as a ministerial because the religious instruction was related to the church/school's religious activities. However, a church could not unlawfully discriminate against a person serving in a purely secular position, such as a receptionist with no ministerial duties at all. Nothing, of course, prevents a church from establishing dress codes or grooming standards.
3. In her third section, Ms. Nichols provides three examples and claims that each would violate the religious liberty of the person providing the service: In response to the first example, the ordinance provides an exception for a landlord when a tenant is sharing a room in the same house or if the landlord and tenant are to share kitchen or bathroom space. When that landlord has opened an apartment or house for rent to the general public, the ordinance would certainly prevent discrimination on the basis of any of the protected classes within the ordinance. In response to the second and third examples, those who choose to advertise to and provide a service to the general public cannot discriminatorily pick and choose which segments of the public they wish to serve under this ordinance. The Arkansas Civil Rights Act, Ark. Code Ann. § 16-123-101, *et seq.* already protects people from discrimination on the basis of religion and race. For example, a

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Civil Rights Ordinance

Christian florist could not refuse to provide flowers for a Hindu wedding ceremony or for an interracial couple even if that florist believed those situations to be a violation of his or her sincerely held religious beliefs. This ordinance merely extends that protection to other groups not already protected by state or federal law.

4. The claim that this ordinance would provide predators with access to women's restrooms in order to assault or leer at girls or women is nothing more than fear-mongering. This ordinance does allow transgender people to use the bathroom in which they feel most comfortable and physically safe. Transgender people – who are far more likely to be the victims of harassment and violence if forced to use a bathroom that is inconsistent with their gender identity or expression – deserve to have the ability to use the bathroom in peace and safety. Using the bathroom is a basic human function and denying that to a person is inhumane. This ordinance has nothing to do with the concerns and examples Ms. Nichols provided – the acts perpetrated by the criminals in those stories will continue to be criminal acts.
5. Public educational institutions were exempted from this ordinance because they are on an equal governmental footing with the City of Fayetteville. The University of Arkansas and Fayetteville Public Schools have their own independent boards of directors and are regulated by state law. This is also the reason county, state and federal institutions are exempted. We cannot control the actions of independent governmental institutions.
6. There has been no notable increase in litigation in other cities that have adopted similar non-discrimination ordinances. As already discussed in the memo that was sent to you on July 18, there is a basis in state law for this ordinance and similar ordinances have been upheld around the country. There is no reason to suspect that we will receive a flood of complaints or that the Civil Rights Administrator or City Prosecutor will violate anyone's civil rights in enforcing the ordinance.
7. A referral to the City Prosecutor does not necessarily translate into a prosecution for violation of the ordinance. Please keep in mind that the Civil Rights Administrator's primary goal is to gather information and work out a solution. Secondly, the Civil Rights Administrator can refer a case to the City Prosecutor to determine if the case should be filed in Fayetteville District Court. There, the burden is very high – even higher than a civil discrimination case – and violations must be proven *beyond a reasonable doubt*. Because of this high burden of proof, only the most serious and clear cases of discrimination will be prosecuted.

EXHIBIT A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

- (A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.
- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed or seeking employment from an employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

(M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.

(N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

(A) With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

- (1) To fail to hire, refuse to hire or discharge an individual;
- (2) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (3) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
- (4) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
- (5) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
- (6) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
- (7) To discriminate in referring an individual for employment whether the referral is by an

employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

(A) With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

- (1) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
- (2) To discriminate by imposing different terms on a real estate transaction;
- (3) To represent falsely that an interest in real estate is not available for transaction;
- (4) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
- (5) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
- (6) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
- (7) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;
- (8) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
- (9) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a

real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

(10) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(11) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

(12) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

(A) It shall be unlawful for a business establishment or place of public accommodation to engage in any of the following acts wholly or partially for a discriminatory reason:

(1) To deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations

of any business establishment or place of public accommodation, unless required by state or federal law;

(2) To print, publish, circulate, post or mail, directly or indirectly, a statement, advertisement or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of a business establishment or place of public accommodation will be unlawfully refused, withheld from or denied an individual, or which indicates that an individual's patronage of, or presence at, the business establishment or place of public accommodation is objectionable, unwelcome, unacceptable or undesirable, unless the denial of the goods or services is required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

(A) The City of Fayetteville shall be bound by the provisions of this chapter to the same extent as private individuals and businesses.

(B) All contractors doing business with the City of Fayetteville shall abide by this ordinance.

119.07 General Exceptions

(A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.

(C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.

(D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(E) It shall not be an unlawful discriminatory practice

for any person to carry out an affirmative action plan as required by state or federal law, or by court order.

- (F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:

- (1) That the discrimination is in fact a necessary result of such a bona fide condition; and
- (2) That there exists no less discriminatory means of satisfying the bona fide requirement.

- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.

119.08 Posting of Notices

- (A) Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.
- (C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

- (A) Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this

chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.

- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.
- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

EXHIBIT A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

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- (E) "Employee" means any individual employed by a covered employer.
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- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

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 - (2) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
 - (3) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
 - (4) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
 - (5) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
 - (6) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
 - (7) To discriminate in referring an individual for employment whether the referral is by an

employment agency, labor organization or any other person.

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- (A) With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:
- (1) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
 - (2) To discriminate by imposing different terms on a real estate transaction;
 - (3) To represent falsely that an interest in real estate is not available for transaction;
 - (4) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
 - (5) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
 - (6) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
 - (7) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;
 - (8) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
 - (9) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a

real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

(10) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(11) Notwithstanding the provisions of subsections (a) through (h), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

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(1) To deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations

of any business establishment or place of public accommodation, unless required by state or federal law;

(2) To print, publish, circulate, post or mail, directly or indirectly, a statement, advertisement or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of a business establishment or place of public accommodation will be unlawfully refused, withheld from or denied an individual, or which indicates that an individual's patronage of, or presence at, the business establishment or place of public accommodation is objectionable, unwelcome, unacceptable or undesirable, unless the denial of the goods or services is required by state or federal law.

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(A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.

(B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

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(A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.

(C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.

(D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(E) It shall not be an unlawful discriminatory practice

for any person to carry out an affirmative action plan as required by state or federal law, or by court order.

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- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.

- (I) Nothing contained in this chapter shall be deemed to require any religious or denominational institution to open its sanctuary or chapel to any individual or group for any ceremony including, but not limited to, weddings, funerals, confirmations, or baptisms, that do not align with that religious or denominational institution's statement of faith or beliefs.

119.08 Posting of Notices

- (A) Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native

language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

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- (A) Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.

(B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately

dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.

(C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.

(D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

City of Fayetteville Staff Review Form

2014-0298

Legistar File ID

8/5/2014

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

Kevin Springer

7/18/2014

Budget & Information Management /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION ADOPTING THE PROPOSED 2015-2019 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ -

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

7/22/14

Paul A. Beech

Na Ma 7/22/14



Approval Date:



Tabled to the 8/19/14 City Council Meeting at the 8/5/14 City Council Meeting.

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 5, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Paul A Becker, Chief Financial Officer *Paul A. Becker*

FROM: Kevin Springer, Budget Director *Kevin Springer*

DATE: July 18, 2014

SUBJECT: Proposed 2015-2019 Capital Improvements Plan (CIP)

RECOMMENDATION:

Consider the Proposed 2015-2019 Five Year Capital Improvements Plan for adoption at the August 5, 2014 City Council meeting.

BACKGROUND:

The CIP is an essential mid-term planning tool used by Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure by the Council.

DISCUSSION:

The Proposed 2015-2019 Five Year Capital Improvements Plan will be considered for adoption at the August 5, 2014 City Council meeting. It is anticipated that a special City Council working session will be scheduled in the future for consideration of the 2015-2019 Five Year Capital Plan.

BUDGET/STAFF IMPACT:

The CIP only becomes an appropriation authorized for expenditure once it is approved in the annual budget.

RESOLUTION NO. _____

**A RESOLUTION TO ADOPT THE 2015-2019 FIVE-YEAR CAPITAL
IMPROVEMENTS PLAN**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adopts the 2015-2019 Five-Year Capital Improvements Plan, a copy of which is attached to this Resolution as Exhibit "A" and incorporated herein.

PASSED and APPROVED this 5th day of August, 2014.

APPROVED:

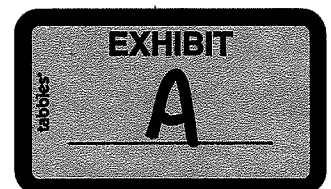
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas

Proposed Five Year Capital Improvements Plan 2015-2019



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CITY OF FAYETTEVILLE

2015 – 2019

Capital Improvements Plan

Compiled by:

Kevin Springer, Budget Director
Barbara Fell, Senior Financial Analyst
Liz Hutchens, Financial Analyst

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**CITY OF FAYETTEVILLE, ARKANSAS
2015-2019 CAPITAL IMPROVEMENTS PROGRAM**

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July 21, 2014

Mayor Lioneld Jordan, Members of the City Council and
Citizens of Fayetteville

It is my pleasure to present the Proposed 2015-2019 Capital Improvements Plan (CIP) for the City of Fayetteville. The City began this very important CIP process in 1988 to provide a focused plan that identifies the City's infrastructure and capital needs and also identifies the funding to meet those needs.

CIP Purpose

The CIP is an essential mid-term planning tool used by Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure by the Council.

What is Included in the CIP

The City financial policy is to address the majority of capital needs on a pay as you go basis utilizing current revenue. Major capital programs which are too large to address with current revenue streams must be accommodated through the use of bond issues. Capital programs funded by previous bond issues such as the Waste Water Improvement Project and the Street and Trails Bond Program are, therefore, not included in this CIP. Similarly, grant funded programs are not included. Approval for and appropriation of funds for these programs are done by the City Council upon acceptance of the grant or authorization of the bond issue.

The comprehensive CIP includes projects funded by several funds within the fund structure of the City most of which are restricted by use such as the Water & Sewer Fund, Solid Waste Fund, Street Fund and Shop Fund. Balances in these funds must be used for specific purposes. In contrast the Sales Tax Capital Fund is not restricted as to purpose and can be used in a more discretionary manner for general governmental purposes.

Summary of CIP by Project Area-All Funds

The table provides a summary by project area of the comprehensive Capital Improvement Program for all funds for 2015-2019. It is estimated that a total of \$113,320,000 will be required for that period. The largest portion of required capital (\$39,063,000) can be attributed to water and sewer renovation and rehabilitation. Approximately \$28,590,000 will be needed to keep the transportation, street, and trail improvement programs at its current level. These two components account for 59.7% of the total comprehensive CIP.

CITY OF FAYETTEVILLE, ARKANSAS CAPITAL IMPROVEMENTS PLAN (2015-2019) By Project Area – All Sources

Project Area	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Other	1,425,000	1,232,000	1,056,000	1,051,000	952,000	5,716,000
Parks & Recreation	1,084,000	1,107,000	1,080,000	1,167,000	1,143,000	5,581,000
Public Safety	1,323,000	1,474,000	2,376,000	2,299,000	2,391,000	9,863,000
Recycling/Trash	1,759,000	238,000	192,000	196,000	200,000	2,585,000
Street	350,000	100,000	100,000	100,000	100,000	750,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	4,042,000	3,802,000	3,907,000	4,016,000	4,133,000	19,900,000
Vehicles & Equipment	3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
Water & Sewer	10,499,000	8,005,000	7,438,000	6,966,000	6,155,000	39,063,000
Total	\$ 27,196,000	\$ 22,640,000	\$ 22,228,000	\$ 21,234,000	\$ 20,022,000	\$ 113,320,000

Summary of CIP Sales Tax Capital by Project Category

The Sales Tax Capital Fund is funded through the use of a portion of a one cent sales tax that is also allocated to general fund operations. Forty percent (40%) of the revenue of this sales tax is used to fund the Sales Tax Capital Fund and 60% is allocated to the General Fund for operations. The fund constitutes approximately 35.5% of the total CIP.

The following table provides a summary of project categories to be funded by the Sales Tax Capital Improvement Fund.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PLAN (2015-2019)
Sales Tax Capital Improvements Funding – By Project Category

Project Category	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Fire	643,000	627,000	1,550,000	1,063,000	1,111,000	4,994,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Library	441,000	525,000	519,000	615,000	622,000	2,722,000
Other Capital	684,000	580,000	422,000	346,000	260,000	2,292,000
Parks & Recreation	167,000	258,000	280,000	378,000	322,000	1,405,000
Police	510,000	672,000	646,000	1,051,000	1,090,000	3,969,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	2,242,000	2,402,000	2,507,000	2,616,000	2,733,000	12,500,000
Total	\$ 7,684,000	\$ 7,804,000	\$ 8,119,000	\$ 8,269,000	\$ 8,363,000	\$ 40,239,000

It should be noted that approximately 31% of this fund is allocated to transportation improvements. Almost \$8,000,000 is anticipated to be allocated to the trails program.

This CIP includes information technology investments of \$2.6 million which will support needed technology improvements in the future. Major programs that need to be addressed in the near future will include a new Enterprise Resource Planning (ERP) System and a Police Records Management System. These systems will affect the operations of all city departments and will be a major undertaking. In the previous CIP, the majority of funding for these critical programs was funded.

Development of the CIP

The CIP was developed by City Administration to address identified capital needs for the period, 2015-2019, within existing revenue. Direction to City staff has also been provided by the City Council through oversight committees specifically the City Council Street and Water & Sewer Committees. Input has also been provided by various advisory committees and boards.

Also note, \$55,279,000 in necessary future projects have been identified that as of now, cannot be funded.



Paul A. Becker
Finance Director

CITY OF FAYETTEVILLE, ARKANSAS

CAPITAL IMPROVEMENTS PROGRAM DIRECTIONAL INFORMATION

Introduction

The Capital Improvements Program (CIP) for the City of Fayetteville examines the infrastructure and capital needs of the City for the next five years. The CIP will be reviewed and updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The CIP should be considered as a major policy tool for the Mayor and City Council.

Capital Improvement Policy

The CIP is approached as a valuable tool to be used in the development of responsible and progressive financial planning. The program is developed in accordance with the financial policies of the City. The policies and the CIP form the basis for making various annual capital budget decisions and support the City's continued commitment to sound, long-range financial planning and direction. The City's official Capital Improvements Policy is as follows:

- The City will prepare a biennial update of a five year CIP, which will provide for the orderly maintenance, replacement, and expansion of capital assets.
- The CIP will identify long-range capital projects and capital improvements of all types, which will be coordinated with the annual operating budget to maintain full utilization of available sources.
- When preparing the CIP, the City will seek to identify all viable capital projects and capital improvements required during the subsequent five year period. These projects and improvements will be prioritized by year and by funding source. Every attempt will be made to match projects and improvements with available funding sources. Future operating costs associated with a project or an improvement will also be given consideration in the establishment of priorities.
- The City will seek Federal, State, and other funding to assist in financing capital projects and capital improvements.
- The City will incorporate the reasonable findings and recommendations of the City's Boards, Commissions, Committees, and Citizens' task forces as they relate to capital projects and improvements.
- The City will seek input on the establishment of projects and project priorities from the public by holding hearings.

What Projects Are in the CIP

Projects and their cumulative component areas totaling \$10,000 or more should be included in the CIP. Projects costing less than \$5,000 are not considered capital and are funded through program operating budgets. Projects that cost between \$5,000 and \$10,000 are handled through the budget process. Attempts will be made to fund these capital items through operating funds.

Projects in the CIP can include:

- obligations for labor and materials and contractors involved in completing a project
- acquisition of land or structures
- engineering or architectural services, professional studies, or other administrative costs
- expenses for City vehicles and equipment
- renovating or expanding City facilities, grounds, or equipment

Financing

The City finances capital improvements on essentially a pay-as-you-go basis utilizing revenue from the 1% City sales tax originally adopted in 1993, the 1% Parks Development (Hotel, Motel, Restaurant) sales tax adopted in 1996, and operating revenues from the Airport, Shop, Water & Sewer, and Solid Waste funds. The 1% City Sales Tax revenue is divided between General Fund operations and capital. The current split for 2015, which began with the 2008 budget, is 60% for General Fund and 40% for Sales Tax Capital Improvements Fund. Until 2008, the split as established in 2003 was equal. Prior to June 2003, the revenue was divided 75% for Sales Tax Capital Improvements Fund and 25% for General Fund. In addition, long-term debt is considered and utilized only when the City faces a project that is of such importance and sufficient financial magnitude as to warrant a bond issue.

The CIP is not a financing document in and of itself. Rather, the CIP is utilized as a planning document that places projects in the annual budget whereby funds are appropriated for them by the City Council. Prior to actual initiation of project work, required contracts are presented to the Mayor or City Council, as appropriate, for final approval of expending funds.

Project Cost Determination

All projects are costed using a "Basis of Cost Estimate" table that provides the estimated basis used for the requested funds. If two or more basis of cost estimates is used to calculate a funding request, the estimate that represents the majority of the estimated funds is used.

Basis of Cost Estimate Table for CIP 2015-2019
Cost of Comparable Facility or Equipment
Rule of Thumb Indicator, Unit Costs
Cost Estimated by Engineer, Architect, or Vendor
Preliminary Estimate
Ball Park "Guesstimate"

Priority Selection of Projects

The CIP will rely on priorities defined by the Mayor, City Council, community, and City staff. As always, criteria such as government imposed mandates, usefulness to the community, and impact on operational expenses will be reviewed in establishing priorities. A priority is assigned to each project by year and by funding source. Projects for which no funding is anticipated to be available will be placed on an "Unfunded Projects List," which will identify the cost of the project. This list identifies the project as being viable, but one for which no funding is presently available. Unfunded projects may be funded if actual revenue is above projected revenue, if costs on funded projects are below budget, or if another funding source is identified.

The Parks and Recreation Advisory Board, Airport Board, City Council Street Committee, City Council Water & Sewer Committee, and City Council Equipment Committee meetings all provide committee and public input and guidance regarding parks, streets, bridge and drainage improvements, water and sewer improvements, and equipment purchases planned for the next five years.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PROPOSED 2015-2019 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adopts the Proposed 2015-2019 Five Year Capital Improvements Plan. A copy of 2015-2019 Five Year Capital Improvements Plan, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this the ____ day of _____, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

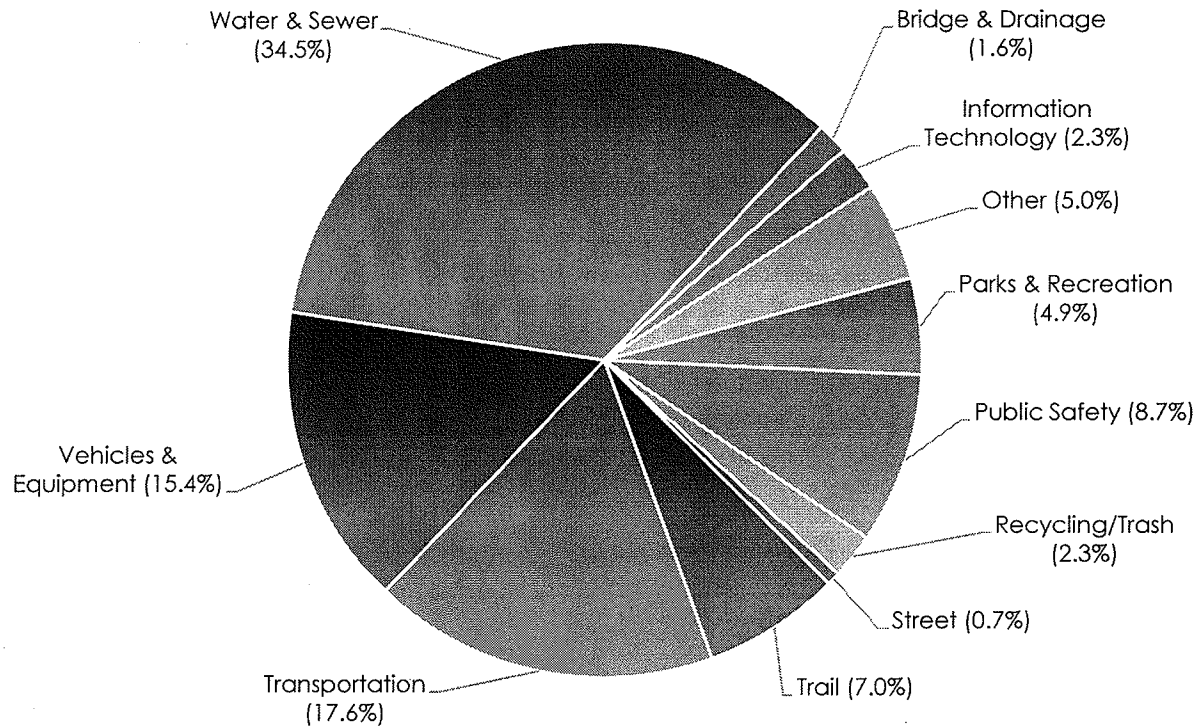
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Summary of Project Requests - All Sources

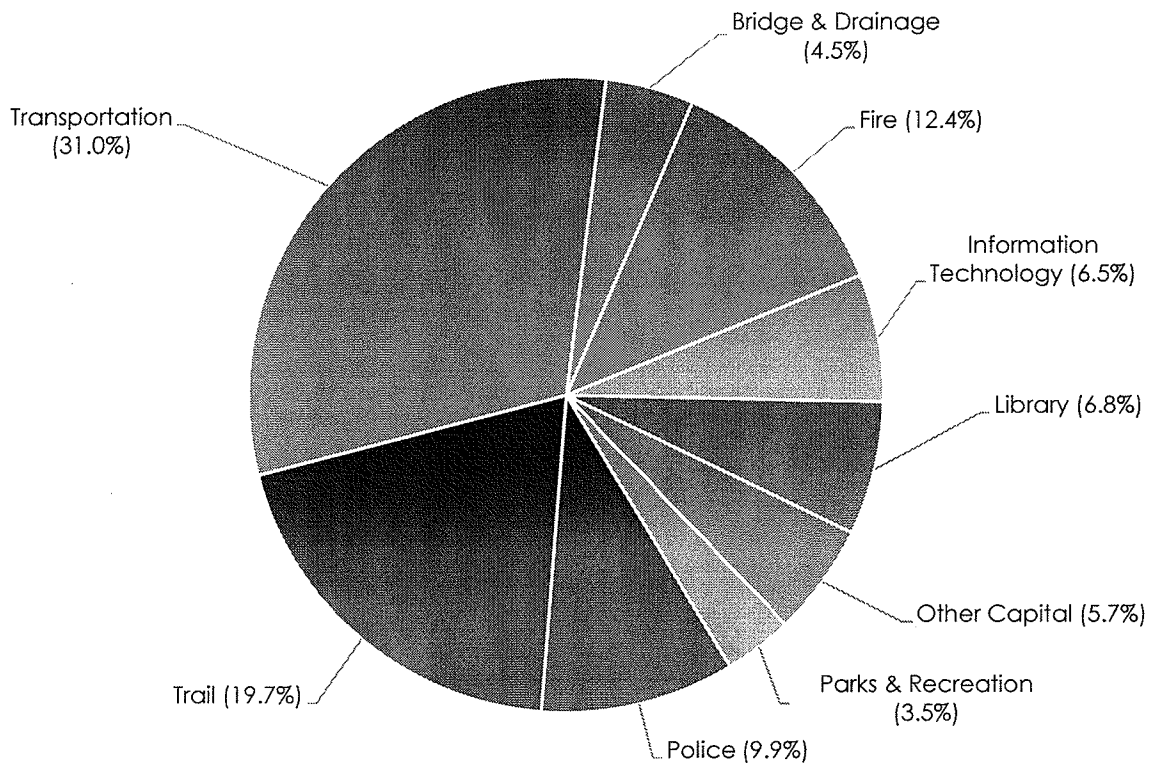
Project Requests	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
<u>Funded Project Requests</u>						
Street	\$ 2,150,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 8,150,000
Parking	70,000	70,000	70,000	70,000	70,000	350,000
Parks Development	917,000	849,000	800,000	789,000	821,000	4,176,000
Impact Fee	1,070,000	1,075,000	1,080,000	1,085,000	1,090,000	5,400,000
Sales Tax Capital Improvements	7,684,000	7,804,000	8,119,000	8,269,000	8,363,000	40,239,000
Water & Sewer	9,599,000	7,105,000	6,538,000	6,066,000	5,255,000	34,563,000
Recycling & Trash Collection	1,759,000	238,000	192,000	196,000	200,000	2,585,000
Airport	230,000	57,000	45,000	20,000	-	352,000
Shop	3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
Total Funded	\$ 27,196,000	\$ 22,640,000	\$ 22,228,000	\$ 21,234,000	\$ 20,022,000	\$ 113,320,000
<u>Unfunded Project Requests</u>						
Unfunded	\$ 3,508,000	\$ 24,661,000	\$ 4,412,000	\$ 2,909,000	\$ 19,789,000	\$ 55,279,000
Total Unfunded	\$ 3,508,000	\$ 24,661,000	\$ 4,412,000	\$ 2,909,000	\$ 19,789,000	\$ 55,279,000
Total	\$ 30,704,000	\$ 47,301,000	\$ 26,640,000	\$ 24,143,000	\$ 39,811,000	\$ 168,599,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
By Project Area - All Sources



Project Area	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Other	1,425,000	1,232,000	1,056,000	1,051,000	952,000	5,716,000
Parks & Recreation	1,084,000	1,107,000	1,080,000	1,167,000	1,143,000	5,581,000
Public Safety	1,323,000	1,474,000	2,376,000	2,299,000	2,391,000	9,863,000
Recycling/Trash	1,759,000	238,000	192,000	196,000	200,000	2,585,000
Street	350,000	100,000	100,000	100,000	100,000	750,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	4,042,000	3,802,000	3,907,000	4,016,000	4,133,000	19,900,000
Vehicles & Equipment	3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
Water & Sewer	10,499,000	8,005,000	7,438,000	6,966,000	6,155,000	39,063,000
Total	\$ 27,196,000	\$ 22,640,000	\$ 22,228,000	\$ 21,234,000	\$ 20,022,000	\$ 113,320,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Sales Tax Capital Improvements Funding - By Project Category



Project Category	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Fire	643,000	627,000	1,550,000	1,063,000	1,111,000	4,994,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Library	441,000	525,000	519,000	615,000	622,000	2,722,000
Other Capital	684,000	580,000	422,000	346,000	260,000	2,292,000
Parks & Recreation	167,000	258,000	280,000	378,000	322,000	1,405,000
Police	510,000	672,000	646,000	1,051,000	1,090,000	3,969,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	2,242,000	2,402,000	2,507,000	2,616,000	2,733,000	12,500,000
Total	\$ 7,684,000	\$ 7,804,000	\$ 8,119,000	\$ 8,269,000	\$ 8,363,000	\$ 40,239,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Funding Source / Category / Division	Page #	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
2100 - STREET:							
<u>Transportation Improvements</u>							
Engineering (D610)							
Willow Bend Development Cost Share	13	500,000	500,000	0	0	0	1,000,000
Transportation (D800)							
Sidewalk Improvements	14	1,250,000	1,000,000	1,500,000	1,500,000	1,500,000	6,750,000
Winter Weather Operations Center	15	400,000	0	0	0	0	400,000
		2,150,000	1,500,000	1,500,000	1,500,000	1,500,000	8,150,000
Street - Total		2,150,000	1,500,000	1,500,000	1,500,000	1,500,000	8,150,000
2130 - PARKING:							
<u>Other Capital Improvements</u>							
Parking & Telecommunications (D840)							
Parking Lot Improvements and Overlays	17	25,000	25,000	25,000	25,000	25,000	125,000
Spring Street Parking Deck Improvements	18	25,000	25,000	25,000	25,000	25,000	125,000
Meadow Street Parking Deck Improvements	19	20,000	20,000	20,000	20,000	20,000	100,000
		70,000	70,000	70,000	70,000	70,000	350,000
Parking - Total		70,000	70,000	70,000	70,000	70,000	350,000
2250 - PARKS DEVELOPMENT:							
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (D460)							
Regional Park Development	21	217,000	120,000	120,000	0	0	457,000
Community Park Improvements	22	700,000	729,000	680,000	789,000	821,000	3,719,000
		917,000	849,000	800,000	789,000	821,000	4,176,000
Parks Development - Total		917,000	849,000	800,000	789,000	821,000	4,176,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Funding Source / Category / Division	Page #	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
2300 - IMPACT FEE:							
<u>Fire Improvements</u>							
Fire Department (D300)							
Fire Impact Fee Improvements	23	80,000	83,000	86,000	89,000	92,000	430,000
		80,000	83,000	86,000	89,000	92,000	430,000
<u>Police Improvements</u>							
Police (D200)							
Police Impact Fee Improvements	24	90,000	92,000	94,000	96,000	98,000	470,000
		90,000	92,000	94,000	96,000	98,000	470,000
<u>Water & Sewer Improvements</u>							
Utilities Director (D900)							
Wastewater Impact Fee Improvements	25	400,000	400,000	400,000	400,000	400,000	2,000,000
Water Impact Fee Improvements	26	500,000	500,000	500,000	500,000	500,000	2,500,000
		900,000	900,000	900,000	900,000	900,000	4,500,000
Impact Fee - Total		1,070,000	1,075,000	1,080,000	1,085,000	1,090,000	5,400,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Funding Source / Category / Division	Page #	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
4470 - SALES TAX CAPITAL IMPROVEMENTS:							
<u>Bridge & Drainage Improvements</u>							
Engineering (D610)							
Stormwater Quality Management	27	200,000	200,000	200,000	200,000	200,000	1,000,000
Other Drainage Improvements	28	160,000	160,000	160,000	160,000	160,000	800,000
		360,000	360,000	360,000	360,000	360,000	1,800,000
<u>Fire Improvements</u>							
Fire Department (D300)							
Fire Apparatus Replacements	29	432,000	432,000	1,347,000	865,000	924,000	4,000,000
Fire Mobile Radios	30	36,000	0	0	0	0	36,000
Firefighter Safety Equipment	31	0	30,000	38,000	8,000	17,000	93,000
Fire Facility Maintenance	32	125,000	125,000	125,000	150,000	150,000	675,000
Fire Information Technology Updates	33	50,000	40,000	40,000	40,000	20,000	190,000
		643,000	627,000	1,550,000	1,063,000	1,111,000	4,994,000
<u>Information Technology Improvements</u>							
Information Technology (D440)							
Local Area Network (LAN) Upgrades	34	135,000	135,000	125,000	125,000	150,000	670,000
Storage Area Network (SAN)	35	70,000	200,000	40,000	40,000	40,000	390,000
Microcomputer / Printer Replacements	36	87,000	60,000	75,000	60,000	75,000	357,000
Geographic Information System (GIS)	37	75,000	55,000	60,000	75,000	60,000	325,000
ERP Upgrade/Replacement	38	200,000	200,000	0	0	0	400,000
AccessFayetteville Technical Improvement	39	20,000	20,000	20,000	20,000	20,000	100,000
Document Management	40	45,000	15,000	15,000	20,000	20,000	115,000
Desktop Management System	41	30,000	0	0	0	0	30,000
Hansen Version 8 Upgrade	42	0	195,000	0	0	0	195,000
Web Security Filtering	43	35,000	0	0	0	0	35,000
		697,000	880,000	335,000	340,000	365,000	2,617,000
<u>Library Improvements</u>							
Library (D150)							
Library Materials Purchases	44	406,000	425,000	489,000	506,000	524,000	2,350,000
Library Computer Replacements	45	35,000	100,000	30,000	109,000	98,000	372,000
		441,000	525,000	519,000	615,000	622,000	2,722,000

CITY OF FAYETTEVILLE, ARKANSAS
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<u>Other Capital Improvements</u>							
Animal Services (D650)							
Animal Services Improvements	46	35,000	35,000	5,000	0	0	75,000
Building Maintenance (D530)							
Building Improvements	47	125,000	129,000	132,000	136,000	140,000	662,000
City Clerk/Treasurer (D130)							
City Clerk Document Management Equipment	48	44,000	0	45,000	0	0	89,000
City Planning (D620)							
Comprehensive Land Use Plan Update	49	0	100,000	0	0	0	100,000
Planning Commission Tablet Replacements	50	0	6,000	0	0	0	6,000
Development Services (D600)							
Wayfinding Regional Signage Program	51	60,000	65,000	0	0	0	125,000
Government Channel (D710)							
Television Center Digital Conversion	52	100,000	0	0	0	0	100,000
City Hall Audio-Visual Renovation	53	100,000	0	0	0	0	100,000
Video Production Digital Server & Archive System	54	0	120,000	0	0	0	120,000
Television Center Equipment	55	50,000	50,000	50,000	50,000	50,000	250,000
Digital Signage Implementation	56	15,000	15,000	0	0	0	30,000
Mayors Administration (D100)							
Woolsey Homestead Historic Restoration Project	57	70,000	0	120,000	90,000	0	280,000
Parking & Telecommunications (D840)							
Telecommunication Systems Upgrades	58	35,000	10,000	20,000	20,000	20,000	105,000
Parking Lot Improvements (City Employee)	59	10,000	10,000	10,000	10,000	10,000	50,000
Sustainability & Resilience (D410)							
Building Efficiency Improvements	60	40,000	40,000	40,000	40,000	40,000	200,000
		684,000	580,000	422,000	346,000	260,000	2,292,000

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Comprehensive Detail

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<u>Parks & Recreation Improvements</u>							
Parks & Recreation (D460)							
Tree Escrow	61	74,000	0	0	0	0	74,000
Safety and ADA	62	15,000	15,000	15,000	15,000	15,000	75,000
Forestry and Habitat Improvement	63	30,000	62,000	34,000	32,000	26,000	184,000
Park Paving Improvements	64	0	58,000	58,000	58,000	58,000	232,000
Parks & Recreation Master Plan	65	0	0	0	0	200,000	200,000
Lake Improvements	66	0	0	0	250,000	0	250,000
Lights of the Ozarks	67	23,000	23,000	23,000	23,000	23,000	115,000
Walker Park Senior Activity and Wellness Center	68	25,000	100,000	150,000	0	0	275,000
		167,000	258,000	280,000	378,000	322,000	1,405,000
<u>Police Improvements</u>							
Police (D200)							
Police Bulletproof Vests & Ballistic Protection	69	52,000	13,000	10,000	23,000	62,000	160,000
Police Weapon Replacement	70	8,000	14,000	40,000	0	0	62,000
Police Building Improvements	71	35,000	25,000	25,000	75,000	25,000	185,000
Police Unmarked Vehicles	72	78,000	83,000	83,000	54,000	102,000	400,000
Police Records Management System Improvements	73	150,000	150,000	0	0	0	300,000
Police Technology Improvements	74	15,000	25,000	25,000	75,000	25,000	165,000
Police Network/Server Replacements	75	68,000	50,000	0	0	32,000	150,000
Police Mobile Video System Replacement	76	35,000	0	210,000	0	38,000	283,000
Police Specialized Equipment	77	21,000	21,000	8,000	40,000	242,000	332,000
Employee Gym Equipment	78	7,000	10,000	10,000	10,000	10,000	47,000
Police Automated External Defibrillator (AED)	79	41,000	0	0	0	0	41,000
Police Take Home Vehicles	80	0	57,000	60,000	62,000	65,000	244,000
Radio System Replacement - Citywide	81	0	0	0	700,000	200,000	900,000
Police Virtual Server & Storage Area Network	82	0	180,000	0	0	0	180,000
Police eTicket Equipment Replacement	83	0	44,000	0	0	0	44,000
Police Equipment Replacement	84	0	0	10,000	0	10,000	20,000
Central Dispatch Improvements	85	0	0	165,000	0	0	165,000
Police K9 Replacement	86	0	0	0	12,000	12,000	24,000
Police Radio Replacement	87	0	0	0	0	42,000	42,000
Police Mobile Computer Terminal Replacement	88	0	0	0	0	225,000	225,000
		510,000	672,000	646,000	1,051,000	1,090,000	3,969,000

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Comprehensive Detail

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<u>Street Improvements</u>							
Engineering (D610)							
Street ROW / Intersection / Cost Sharing	89	350,000	100,000	100,000	100,000	100,000	750,000
		350,000	100,000	100,000	100,000	100,000	750,000
<u>Trail Improvements</u>							
Transportation Services (D800)							
Trail Development	90	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Lake Fayetteville Trailhead (BGSO)	91	190,000	0	0	0	0	190,000
Mud Creek Trail Lighting	92	250,000	0	0	0	0	250,000
		1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
<u>Transportation Improvements</u>							
Transportation Services (D800)							
In-House Pavement Improvements	94	1,692,000	1,852,000	2,207,000	2,316,000	2,433,000	10,500,000
Sidewalk Improvements	93	0	250,000	0	0	0	250,000
Traffic Signal Improvements	95	110,000	110,000	110,000	110,000	150,000	590,000
Wireless Traffic Signal Control	96	40,000	40,000	40,000	40,000	0	160,000
Drainage Maintenance	97	50,000	50,000	50,000	50,000	50,000	250,000
		1,892,000	2,302,000	2,407,000	2,516,000	2,633,000	11,750,000
Sales Tax Capital Improvements - Total		7,684,000	7,804,000	8,119,000	8,269,000	8,363,000	40,239,000

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5400 - WATER & SEWER:							
<u>Wastewater Treatment Improvements</u>							
Utilities Director (D900)							
Phosphorus Standards Management	99	50,000	50,000	50,000	50,000	50,000	250,000
Wastewater Treatment Plant (D930)							
W.W.T.P. Building Improvements	100	410,000	30,000	45,000	30,000	30,000	545,000
Plant Pumps and Equipment - W.W.T.P	101	270,000	305,000	295,000	405,000	355,000	1,630,000
Upgrade and Replace Lift Stations - W.W.T.P	102	67,000	125,000	130,000	50,000	100,000	472,000
Filter Cell Replacement - W.W.T.P	103	1,000,000	1,000,000	1,000,000	1,000,000	0	4,000,000
		1,797,000	1,510,000	1,520,000	1,535,000	535,000	6,897,000
<u>Water & Sewer Improvements</u>							
Water & Sewer Maintenance (D910)							
Sewer Rehabilitation Ramsey and Overcrest	104	2,340,000	0	0	0	0	2,340,000
Sanitary Sewer Rehabilitation	105	1,000,000	2,000,000	1,500,000	1,500,000	1,500,000	7,500,000
Water/Sewer Relocations - Bond Projects	106	1,300,000	1,000,000	500,000	500,000	500,000	3,800,000
Water/Sewer Equipment Expansions	107	150,000	145,000	168,000	21,000	20,000	504,000
Water Storage & Pump Station Maintenance	108	85,000	0	0	0	0	85,000
Water System Rehabilitation/Replacement	109	2,095,000	1,825,000	2,055,000	1,885,000	2,065,000	9,925,000
Water Impact Fee Cost Sharing Projects	110	275,000	200,000	200,000	200,000	200,000	1,075,000
		7,245,000	5,170,000	4,423,000	4,106,000	4,285,000	25,229,000
<u>Water & Sewer Services Improvements</u>							
Billing & Collections (D520)							
Business Office Improvements	111	20,000	20,000	20,000	20,000	20,000	100,000
Utilities Technology Improvements	112	12,000	20,000	20,000	20,000	30,000	102,000
Water & Sewer Maintenance (D910)							
Water Meters	113	315,000	325,000	325,000	325,000	325,000	1,615,000
Water/Sewer Building and Office Improvements	114	170,000	50,000	50,000	50,000	50,000	370,000
Water & Sewer Rate/Operations Study	115	30,000	0	170,000	0	0	200,000
Backflow Prevention Assemblies	116	10,000	10,000	10,000	10,000	10,000	50,000
		557,000	425,000	595,000	425,000	435,000	2,437,000
Water & Sewer - Total		9,599,000	7,105,000	6,538,000	6,066,000	5,255,000	34,563,000

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5500 - RECYCLING & TRASH COLLECTION:							
<u>Recycling & Trash Collection Improvements</u>							
Recycling & Trash Collection (D920)							
Solid Waste Office & Trans Station Exp	117	1,500,000	0	0	0	0	1,500,000
Container Maintenance Building Upgrade	118	25,000	0	0	0	0	25,000
Solid Waste Containers	119	100,000	100,000	50,000	50,000	50,000	350,000
Solid Waste Compactors	120	134,000	138,000	142,000	146,000	150,000	710,000
		1,759,000	238,000	192,000	196,000	200,000	2,585,000
Recycling & Trash Collection - Total		1,759,000	238,000	192,000	196,000	200,000	2,585,000
5550 - AIRPORT:							
<u>Aviation Improvements</u>							
Aviation (D810)							
Airport Lighting Improvements	121	20,000	20,000	20,000	20,000	0	80,000
Airport Boiler Improvements	122	25,000	25,000	25,000	0	0	75,000
Airport Fire Sprinkler Repl White Hangar	123	75,000	0	0	0	0	75,000
Airport Self Serve Station Upgrade	124	0	12,000	0	0	0	12,000
Airport Roof Replacements	125	110,000	0	0	0	0	110,000
		230,000	57,000	45,000	20,000	0	352,000
Airport - Total		230,000	57,000	45,000	20,000	0	352,000

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9700 - SHOP:							
<u>Vehicles & Equipment Improvements</u>							
Fleet Operations (D830)							
Fleet - Police / Passenger Vehicles	127	346,000	286,000	232,000	294,000	295,000	1,453,000
Fleet - Solid Waste Vehicles / Equipment	128	860,000	755,000	990,000	1,166,000	792,000	4,563,000
Fleet - Construction Equipment	129	356,000	255,000	140,000	260,000	0	1,011,000
Fleet - Backhoes / Loaders	130	593,000	504,000	389,000	0	102,000	1,588,000
Fleet - Heavy Utility Vehicles	131	386,000	384,000	664,000	278,000	280,000	1,992,000
Fleet - Tractors / Mowers	132	375,000	85,000	243,000	257,000	364,000	1,324,000
Fleet - Light / Medium Utility Vehicles	133	568,000	901,000	517,000	510,000	530,000	3,026,000
Fleet - Other Vehicles / Equipment	134	233,000	772,000	709,000	474,000	360,000	2,548,000
		3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
Shop - Total		3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
All Funding Sources - Total		\$ 27,196,000	\$ 22,640,000	\$ 22,228,000	\$ 21,234,000	\$ 20,022,000	\$ 113,320,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Willow Bend Development Cost Share

Division: Engineering (D610)

Funding: 2100 - Street

Category: Transportation Improvements

Rank: 2

Project #: 00000

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	500,000
2016		500,000
2017		-
2018		-
2019		-
Total	\$	1,000,000

Description:

This project will fund a cost share with an affordable housing project, to provide up to \$1 million towards the cost of street and drainage infrastructure in the project.

Scheduled Implementation:

New Project Request

Construction of the infrastructure for Willow Bend is expected to begin in 2015 and be completed in 2016. The City's payment would be made upon completion of the infrastructure, expected in 2016.

Effect on Operations:

This project will create new City streets which will be maintained by the Transportation Division.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Sidewalk Improvements

Division: Transportation Services (D800)

Funding: 2100 - Street

Category: Transportation Improvements

Rank: 1

Project #: 02053

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	1,250,000
2016		1,000,000
2017		1,500,000
2018		1,500,000
2019		1,500,000
Total	\$	6,750,000

Unfunded \$ 750,000

Description:

This project is to provide funding to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks. In addition to the \$6,750,000 funded in the 2015-2019 period, there is \$750,000 in funding on the unfunded project list. There is additional funding of \$250,000 for this project in the Sales Tax Capital Fund.

Scheduled Implementation:

Active Project

Transportation reviews sidewalk needs in conjunction with the street overlay program on a yearly basis. The annual work plan is presented to City Council for approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, and other maintenance to existing sidewalks will increase the cost of materials/supplies by \$10,000 annually. Additional temporary positions will increase personnel costs which would be reimbursed by the project by an average of \$67,750 annually.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

B. 2
2015-2019 Capital Improvements Plan (CIP)
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Project Title: Winter Weather Operations Center

Division: Transportation Services (D800)

Funding: 2100 - Street

Category: Transportation Improvements

Rank: 1

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Single Year

Project Cost		
2015	\$	400,000
2016		-
2017		-
2018		-
2019		-
Total	\$	400,000

Description:

A winter weather operations center will provide increased salt storage up to four times current capacity. The building will increase storage allowing for off peak purchases at lower costs. A GPS operations center will allow up to the minute tracking of snow removal vehicles which will allow improved coordination of streets treated. A blending system for mixing salt brine, beet juice, and calcium chloride will result in optimum mixes of material to provide the most efficient system of chemicals as conditions dictate. This building can also provide additional dry storage in non winter months for construction materials such as topsoil. Storage can also be utilized to protect and prolong the life cycle of vehicles and equipment that are currently stored outdoors.

Scheduled Implementation:

New Project Request

This project would be completed by the end of 2015 and would be fully operational by the winter of 2016.

Effect on Operations:

There will be utilities (water, electric, gas) and GPS monthly service charges estimated to be \$6,000 annually.

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Parking Lot Improvements and Overlays

Division: Parking & Telecommunications (D840)

Funding: 2130 - Parking

Category: Other Capital Improvements

Rank: 2

Project #: 06001

Project Type: Replacement ☒ Expansion ☐

Timeframe: On-Going

Project Cost		
2015	\$	25,000
2016		25,000
2017		25,000
2018		25,000
2019		25,000
Total	\$	125,000

Description:

The City currently has 12 public parking lots and one municipal parking deck located in the Downtown Business District and the Entertainment District. The surface lots periodically require general maintenance such as crack seal, seal coat, re-striping, pot hole patching, and bumper block replacement. The lots also require a complete asphalt overlay on a less frequent basis. The parking maintenance program provides routine maintenance and improvements in rotation for the lots as needed.

Scheduled Implementation:

Active Project

In 2015, the South lot will be used for a materials laydown area for the construction of the new parking deck. Once that project is complete, the South lot will be reconfigured and improvements made to better meet the needs of the public. Additional pay stations will be located within the parking district to offer more convenience to patrons. Upgrades will need to be implemented for existing equipment.

Effect on Operations:

Ongoing improvements to the parking lots and equipment keeps the property safe for vehicles and pedestrians, beautifies the areas, brings the properties up to code and ADA regulations, and reduces the need for more expensive rehabilitation in the future.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

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Project Title: Spring Street Parking Deck Improvements

Division: Parking & Telecommunications (D840)

Funding: 2130 - Parking

Category: Other Capital Improvements

Rank: 3

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	25,000
2016		25,000
2017		25,000
2018		25,000
2019		25,000
Total	\$	125,000

Description:

This project is for the ongoing maintenance of the new parking deck currently being constructed on Spring Street.

Scheduled Implementation:

New Project Request

In 2015, the new Spring Street Parking Deck will be completed. These funds will be used for the ongoing maintenance of the parking structure.

Effect on Operations:

Ongoing maintenance and improvements are estimated to be \$25,000 annually for the new parking deck to ensure the City keeps major costs to a minimum during the projected 50-year life span.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

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Project Title: Meadow Street Parking Deck Improvements

Division: Parking & Telecommunications (D840)

Funding: 2130 - Parking

Category: Other Capital Improvements

Rank: 5

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: On-Going

Project Cost		
2015	\$	20,000
2016		20,000
2017		20,000
2018		20,000
2019		20,000
Total	\$	100,000

Description:

This project is for the ongoing maintenance of the Meadow Street Parking Deck that is a 19-year old parking garage located directly behind the Chancellor Hotel.

Scheduled Implementation:

New Project Request

Funds will be budgeted, accumulated and used for ongoing maintenance of the parking structure.

Effect on Operations:

Ongoing maintenance and improvements are needed for this structure to extend the life of this facility.

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

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2015-2019 Capital Improvements Plan (CIP)
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Project Title: Regional Park Development

Division: Parks & Recreation (D460)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 02002

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	217,000
2016		120,000
2017		120,000
2018		-
2019		-
Total	\$	457,000

Unfunded \$ 20,182,000

Description:

This project is for the development of the Regional Park which includes constructing soccer, softball and baseball fields, playgrounds, pavilions, trails, volleyball, tennis and basketball courts, parking, roads, landscaping, an amphitheater and more. A bond was passed in 2013 to allocate \$3.5 million of HMR funds for the construction of the park. In addition to the \$457,000 funded in the 2015-2019 period, there is \$20,182,000 in funding on the unfunded project list.

Scheduled Implementation:

Active Project

The design of the park is underway. Construction of Phase One is anticipated to begin late in 2014. This phase will include six soccer fields, up to three baseball fields, infrastructure including restrooms, a parking pavilion, and utilities. A 14-16 month timeframe is anticipated for the completion of Phase One. Future phases of the park will develop as funding is available. Approximately \$302,040 in Park Land Dedication Funds are anticipated to be received in 2016.

Effect on Operations:

Phase One requires 2.00 FTEs in maintenance staff (\$63,000 annually), a vehicle, a mower, a groomer (\$60,000), and operational and utility expenses (\$76,000 annually) in 2015. Additionally in 2017, 4.75 FTEs in maintenance and 1.5 FTEs in recreation staff is required (\$191,000 annually) and two mowers, a ballfield groomer (\$42,000), and operational and utility expenses (\$165,000 annually) are needed as the final phases are completed.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

B. 2
2015-2019 Capital Improvements Plan (CIP)
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Project Title: Community Park Improvements

Division: Parks & Recreation (D460)

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 2

Project #: 13001

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	700,000
2016		729,000
2017		680,000
2018		789,000
2019		821,000
Total	\$	3,719,000

Description:

These projects will update and expand facilities within community parks to better serve citizens. 2015: Gulley Park - replace trail and lighting for safety and security and parking on the west side as the current parking is not adequate for the number of users; possible Gulley Park land acquisition; and increase Lake Wilson parking. 2016: Wilson Park - remodel historical rock house and restrooms due to poor condition and replace the basketball court and playground. 2017: White River Park - develop multi-use fields on the former R&P property and parking and sidewalks and river access will be added due to a commitment to ADEQ for the property. 2018: Wilson Park - replace eastern tennis courts and lighting and add lighting to the basketball and western tennis courts. Add one splash pad each to Gulley and Walker parks. 2019: renovate restrooms at Gulley, Walker, Lake Fayetteville and Finger parks. Restrooms were built in the 1980's.

Scheduled Implementation:

Planned/Programmed Project

Planning for Gulley Park in January with construction in the fall/winter of 2015. Planning for Wilson Park in January with construction in the summer/fall of 2016. Planning for White River Park in the fall of 2016 and construction in the fall/winter of 2017. Planning for Wilson Park tennis and basketball lighting, Gulley and Walker park splash pads in January with construction in the fall/winter of 2018. Restroom renovations begin in January with construction in the summer/fall of 2019.

Effect on Operations:

Annual utility costs for lighting will decrease by approximately \$5,000 by installing more efficient LED lights at Gulley Park. Maintenance cost will increase by \$7,000 annually at White River Park with the addition of four new multi-purpose fields. Annual utility costs will increase by \$10,000 with the addition of a splash park at Walker and Gulley Parks and \$3,000 for additional lighting at the Wilson Park tennis courts.

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Project Title: Fire Impact Fee Improvements

Division: Fire (D300)

Funding: 2300 - Impact Fee

Category: Fire Improvements

Rank: 1

Project #: 07003

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Request		
2015	\$	80,000
2016		83,000
2017		86,000
2018		89,000
2019		92,000
Total	\$	430,000

Description:

The purpose of this project is to accumulate funding for fire projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

N/A

Effect on Operations:

N/A

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Project Title: Police Impact Fee Improvements

Division: Police (D200)

Funding: 2300 - Impact Fee

Category: Police Improvements

Rank: 1

Project #: 07001

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Request		
2015	\$	90,000
2016		92,000
2017		94,000
2018		96,000
2019		98,000
Total	\$	470,000

Description:

The purpose of this project is to accumulate funding for police projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

N/A

Effect on Operations:

N/A

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Project Title: Wastewater Impact Fee Improvements

Division: Utilities Director (D900)

Funding: 2300 - Impact Fee

Category: Water & Sewer Improvements

Rank: 1

Project #: 07004

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Cost		
2015	\$	400,000
2016		400,000
2017		400,000
2018		400,000
2019		400,000
Total	\$	2,000,000

Description:

The purpose of this project is to accumulate funding for wastewater projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

There has been increased development in the infill area. The funds are used to upgrade the sewer collection system in these areas.

Effect on Operations:

N/A

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Water Impact Fee Improvements

Division: Utilities Director (D900)

Funding: 2300 - Impact Fee

Category: Water & Sewer Improvements

Rank: 2

Project #: 07002

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Cost		
2015	\$	500,000
2016		500,000
2017		500,000
2018		500,000
2019		500,000
Total	\$	2,500,000

Description:

The purpose of this project is to accumulate funding for water projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

There has been increased development in the infill area. The funds are used to upgrade the water distribution collection system in these areas.

Effect on Operations:

N/A

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Project Title: Stormwater Quality Management

Division: Engineering (D610)

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: 1

Project #: 02097

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	200,000
2016		200,000
2017		200,000
2018		200,000
2019		200,000
Total	\$	1,000,000

Description:

This is an ongoing project that includes activities required to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit that is administered by the Arkansas Department of Environmental Quality. The funding is also used for other stormwater projects that focus on improving water quality in accordance with the City's Nutrient Reduction Plan, including stream restoration projects, funding for water quality groups, and project management and administration.

Scheduled Implementation:

Active Project

Approximately \$160,000 of yearly funding is needed to meet obligations that are renewed on an annual basis. Additional funding will be used as matching funds for water quality grants (stream restorations or other similar projects).

Effect on Operations:

No effect on operations.

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Project Title: Other Drainage Improvements

Division: Engineering (D610)

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: 2

Project #: 02108

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	160,000
2016		160,000
2017		160,000
2018		160,000
2019		160,000
Total	\$	800,000

Description:

This project provides funding for drainage projects needed to mitigate flooding, repair and upgrade existing systems, cost share with developments when applicable, provide funding for storm drainage materials for use in projects constructed by in-house crews, etc. Current funds in this project will be used for a large drainage project that has been prioritized in the Washington/Willow Historic District to mitigate a long unresolved flooding issue. The estimated cost of this project is \$1 million. Future funding will be accumulated where possible for additional large drainage projects.

Scheduled Implementation:

Active Project

Funds will be expended as projects are identified.

Effect on Operations:

Effect on operations will depend on specific projects, but will generally reduce costs by correcting problems and reducing maintenance costs in the Transportation Division.

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Project Title: Fire Apparatus Replacements

Division: Fire (D300)

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 1

Project #: 03019

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	432,000
2016		432,000
2017		1,347,000
2018		865,000
2019		924,000
Total	\$	4,000,000

Description:

This project is for the planned replacement of fire apparatus. The Fire Department has experienced a dramatic increase in emergency call volume which is impacting the replacement cycle for the fleet. The general industry standard guideline is for a fire engine to serve on the front line for seven (7) years and in the reserve fleet for three (3) years for a total of 10 years of reliable service. For a ladder truck or aerial apparatus, the guideline is to serve for 10 years on the front line and five (5) years in the reserve fleet. This timeline is subject to change with the consideration of other factors such as maintenance cost, hours of operation, call volume, downtime, and number of miles.

Scheduled Implementation:

Active Project

2015: Replace Unit 28-Reserve "E-15" (1998), purchase new class A pumper (Engine 2 to reserves). 2016: Replace Unit 30-Reserve "E-13", purchase new class A pumper (Engine 1 to reserves). 2017: Replace Unit 31-Reserve "E-16", purchase new articulating boom aerial apparatus (Ladder 4 to reserves). 2018: Replace Unit 37- old "E-1" & Unit 35- old "E-2". 2019: Replace Unit 38- old "E-4" and Unit 34- old "E-7".

Effect on Operations:

The fire apparatus replacements listed above will improve dependability and decrease downtime for maintenance and repairs. Motor pool costs for maintenance will be reduced initially. However, as the fire trucks age the maintenance and repair costs will follow the normal patterns.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Fire Mobile Radios

Division: Fire (D300)

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 2

Project #: 10015

Project Type: Replacement ☒ Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	36,000
2016		-
2017		-
2018		-
2019		-
Total	\$	36,000

Description:

This project is to purchase FFD 800 Megahertz mobile radios for communicating with the City's automatic aid Fire Departments. The FFD mobile radios are much more powerful with greater penetration into and out of buildings than the "county communications" radios currently in use which operate at 450 Megahertz. Staff has recently lost communication with interior fire attack personnel. This endangers not only the firefighters in the facility but also other personnel operating on the fire scene. This additional capability would fix this problem and provide for greater safety for firefighters.

Scheduled Implementation:

Active Project

The Fire Department's mobile radios will be taken to the radio shop a few at a time to be re-programmed with this new capability.

Effect on Operations:

There is currently \$4,413 funded in this account. The estimate was for \$40,000 total. This upgrade will increase firefighter safety on emergency scenes.

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Project Title: Firefighter Safety Equipment

Division: Fire (D300)

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 3

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	-
2016		30,000
2017		38,000
2018		8,000
2019		17,000
Total	\$	93,000

Description:

This project is to replace the cascade systems and air bottles. The cascade systems are the machines used to refill the Fire Department's breathing air bottles and are nearing the end of a usable service life. In addition, the self-contained breathing apparatus air bottles must be replaced after 15 years of service.

Scheduled Implementation:

New Project Request

The Fire Department has two cascade systems at Fire Stations 3 and 4. In 2016, the system at Station 4 will be replaced and in 2017 the system at Station 3 will be replaced. The air bottles will be replaced incrementally. Seven (7) breathing air bottles will be replaced in 2017 and 2018 and 15 air bottles will be replaced in 2019.

Effect on Operations:

These replacements will provide the Fire Department personnel with safe breathing air.

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Project Title: Fire Facility Maintenance

Division: Fire (D300)

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 4 **Project #:** 02006

Project Type: Replacement X **Timeframe:** On-Going
 Expansion

Project Cost		
2015	\$	125,000
2016		125,000
2017		125,000
2018		150,000
2019		150,000
Total	\$	675,000

Description:

This project allows for necessary repairs to the Fire Department's existing fire stations, office locations, and facilities. Repairs include but are not limited to roofing, plumbing or drainage repairs and replacements, remodeling, fencing, driveway replacements, generators, stability assessments, fire escape replacements, and structural repairs.

Scheduled Implementation:

Active Project

Staff has identified several repairs needed at Station 1, the Fire Prevention Bureau, and other substations. Staff intends to replace the driveways at Station 1, Station 4 and the Fire Prevention Bureau. In 2015-2019, replacement of the fire escape at Station 1 along with roof replacement and dormitory improvements, and a generator at the Fire Prevention Bureau will be needed. Station 7 needs remodeling to accommodate an additional ladder company and the Haz-Mat unit and trailer.

Effect on Operations:

N/A

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Project Title: Fire Information Technology Updates

Division: Fire (D300)

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 5

Project #: 10017

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	50,000
2016		40,000
2017		40,000
2018		40,000
2019		20,000
Total	\$	190,000

Description:

This project will allow for the replacement of systems before becoming technologically obsolete or inoperable without interrupting daily operations. With computer devices in the front line apparatus as well as all fire stations, one employee is currently supporting and maintaining over 80 computers, mobile devices, and software applications for 110 personnel. As technology infiltrates personal protective equipment such as face pieces and sensors, there will be a growing demand to support and maintain new technology. In addition, there is personnel accountability technology that helps account for the overall status of personnel and records movements into and out of an emergency incident giving the Incident Commander full situational awareness of all responders' locations and assignments.

Scheduled Implementation:

Active Project

In 2014-2015, the Fire and Police Departments have identified a need to move from the current records management software platform to a Windows based software platform. The cost to complete the Fire Department's share of the police records management project has increased from the original estimate. In years 2016-2019, anticipated technology upgrades to public safety software, hardware, and integrated personal safety equipment will be needed.

Effect on Operations:

Technology has changed since the initial purchase in 1997 of the AS400 Public Safety solution. In order to keep current and compliant, the AS400, mobile communications, and mobile data terminals need to be upgraded to a windows based solution for faster communications. Funds approved for 2014 will be combined with 2015 funding to complete the project. In years 2016-2019, anticipated upgrades will be needed for integrated personal safety equipment, hardware, and software.

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Project Title: Local Area Network (LAN) Upgrades
Division: Information Technology (D440)
Funding: 4470 - Sales Tax Capital Improvements
Category: Information Technology Improvements

Rank: 1 **Project #:** 02056

Project Type: Replacement ☐ **Timeframe:** On-Going
Expansion ☒

Project Cost		
2015	\$	135,000
2016		135,000
2017		125,000
2018		125,000
2019		150,000
Total	\$	670,000

Description:

This project is to upgrade and expand the City's Local Area Network (LAN)/Network infrastructure. The LAN is used by all divisions in the City across thirty locations connecting approximately 850 devices. While most components of the LAN are on a three to five year lifecycle, consideration is given to increases in the system's user base and advances in technology that create a need for hardware and operating system upgrades. In the next five years, most of the existing servers, switches, and other network hardware will be replaced. Staff also has plans to add technology that will increase the speed and reliability of the different aspects of the LAN. Specifically, redundant and/or battery protected power supplies for all infrastructure equipment, a separate network for backups, network management and testing tools, WAN optimization hardware, additional monitoring and alerting, and tools to help manage and deploy security policy.

Scheduled Implementation: *Active Project*

Follow hardware replacements schedules as planned with different LAN components replaced each year.

Effect on Operations:

Maintenance cost will increase for expansion items.

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Project Title: Storage Area Network (SAN)
Division: Information Technology (D440)
Funding: 4470 - Sales Tax Capital Improvements
Category: Information Technology Improvements
Rank: 2 **Project #:** 09031
Project Type: Replacement ☐
Expansion ☒ **Timeframe:** On-Going

Project Cost		
2015	\$	70,000
2016		200,000
2017		40,000
2018		40,000
2019		40,000
Total	\$	390,000

Description:

This project provides storage for the City's increasing data needs. In order to provide fast, reliable access to data, a centralized enterprise class storage system is required. As the City utilizes technology and applications to increase efficiencies and productivity, more data is produced. This project expands on an existing enterprise class storage system with a major upgrade in 2016.

Scheduled Implementation: *Active Project*

Add drives and enclosures with a major upgrade in 2016.

Effect on Operations:

No significant change over the current annual software maintenance expense.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Microcomputer / Printer Replacements

Division: Information Technology (D440)

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 3

Project #: 02057

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	87,000
2016		60,000
2017		75,000
2018		60,000
2019		75,000
Total	\$	357,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In order to make use of increased functionality of new PC software, PC hardware must be continuously evaluated and updated. This project will fund the continued rollout of virtual desktops allowing a standardized desktop to be deployed across the City.

Scheduled Implementation:

Active Project

An average of 60 desktops and virtual machines, 100 monitors, and several printers will be replaced in 2015.

Effect on Operations:

This project has no significant direct cost on operations. Indirectly, newer faster machines increase end user productivity and reduce time spent maintaining equipment. Additionally, many PC's will be replaced with virtual desktops that require significantly less staff time deploying and maintaining.

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Project Title: AccessFayetteville Technical Improvement

Division: Information Technology (D440)

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 6

Project #: 04047

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Cost		
2015	\$	20,000
2016		20,000
2017		20,000
2018		20,000
2019		20,000
Total	\$	100,000

Description:

This project provides funding for expansion, enhancements, third party application integration, promotion, and maintenance of the City of Fayetteville's website. Cityoffayetteville-ar.gov utilizes a hosted Content Management System (CMS) that is configured and maintained by a third party. The CMS allows end users to add, edit, and approve the content that is displayed on the website.

Scheduled Implementation:

Active Project

Annual upgrades and hosting fees will continue from the new content management system selected in 2014, as well as additional add-ons to the site over the next few years.

Effect on Operations:

Operational costs are approximately \$10,000 per year for hosting and maintenance, replacing the former support costs.

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Project Title: Document Management

Division: Information Technology (D440)

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 7 **Project #:** 02094

Project Type: Replacement ☐ **Timeframe:** On-Going
Expansion ☒

Project Cost		
2015	\$	45,000
2016		15,000
2017		15,000
2018		20,000
2019		20,000
Total	\$	115,000

Description:

This project is to add additional scanners and licenses as new applications are added to the Electronic Document Management System (EDMS). Each year several new applications are added to the system. Users that need to scan and index documents require a license. In 2015, a major upgrade is planned to the Teleforms and AppExtender portions of the EDMS.

Scheduled Implementation:

Active Project

Add scanners and licenses over the next several years with a major upgrade to Teleforms and AppExtender in 2015.

Effect on Operations:

Annual maintenance will increase as hardware and software licenses are added to the existing system.

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Project Title: Desktop Management System

Division: Information Technology (D440)

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 9 **Project #:** 00000

Project Type: Replacement X **Timeframe:** Single Year
 Expansion X

Project Cost		
2015	\$	30,000
2016		-
2017		-
2018		-
2019		-
Total	\$	30,000

Description:

This project is to purchase and install a PC desktop management program to enable automated security patches, software updates, operating system upgrades, automated software distribution, and enhanced PC support.

Scheduled Implementation:

New Project Request

The procurement process will begin in 2015. After the procurement process, staff will configure and implement the software.

Effect on Operations:

Small increase over existing desktop management software.

Project Cost		
2015	\$	-
2016		195,000
2017		-
2018		-
2019		-
Total	\$	195,000

This project is to upgrade the City's existing Hansen software to the latest version. Hansen/Infor Version 8, released in 2004, is a ground up re-write of software applications utilizing Microsoft.Net technology with zero legacy code. Hansen 8 provides many enhancements over the existing Hansen version 7. The Hansen 8 software portion of the upgrade is free because the City is a current maintenance customer. The expense is associated with professional services required to setup and migrate existing data and application to the new version. Hansen originally set a 2010 expiration date which supports the version of Hansen applications that is currently running, but that date was retracted when Hansen was purchased by Info Technologies. No new expiration date has been set, but development on the current version has stopped. This upgrade requires Hansen services to re-write the City's custom applications and migrate data.

This project is scheduled for 2016.

No significant change over the current annual software maintenance expense.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Web Security Filtering

Division: Information Technology (D440)

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 11 **Project #:** 00000

Project Type: Replacement X **Timeframe:** Single Year
 Expansion

Project Cost		
2015	\$	35,000
2016		-
2017		-
2018		-
2019		-
Total	\$	35,000

Description:

This project is to upgrade the existing Web security/filtering software with a more robust platform for better viewing and management of web security. The upgrade will allow managers better insight into web reporting and tools to help increase efficiency across the City.

Scheduled Implementation:

Previously Requested/Not Approved

This project is scheduled for 2015.

Effect on Operations:

An increase over the current annual software maintenance expense is expected.

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Project Title: Library Materials Purchases

Division: Library (D150)

Funding: 4470 - Sales Tax Capital Improvements

Category: Library Improvements

Rank: 1

Project #: 02049

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	406,000
2016		425,000
2017		489,000
2018		506,000
2019		524,000
Total	\$	2,350,000

Unfunded \$ 97,000

Description:

The project provides library materials including fiction, non-fiction, reference, music and video cd's, and periodicals. Fiction and non-fiction materials are provided in hardback and ebook formats. The total library material collection size is approximately 270,000 items with items added on a monthly basis. The Fayetteville Public Library seeks to provide a collection of materials that is commensurate with benchmark cities (Lawrence, Kansas; Ames, Iowa; Champaign, IL.; Denton Texas; and, Iowa City, Iowa) as well as the national average for cities 50,000 to 99,000. During 2012 and 2013 over 1.3 million items were checked out. Additionally, library collections are moving more toward digital materials which places more pressure on the materials budget. In addition to the \$2,350,000 funded in the 2015-2019 period, there is \$97,000 in funding on the unfunded project list.

Scheduled Implementation:

Active Project

Library materials are purchased monthly to keep current with newly published items. Approximately 25,000 new titles are purchased and processed on an annual basis.

Effect on Operations:

No impact on operations.

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Project Title: Library Computer Replacements

Division: Library (D150)

Funding: 4470 - Sales Tax Capital Improvements

Category: Library Improvements

Rank: 2 **Project #:** 04004

Project Type: Replacement X **Timeframe:** On-Going
Expansion

Project Cost		
2015	\$	35,000
2016		100,000
2017		30,000
2018		109,000
2019		98,000
Total	\$	372,000

Unfunded \$ 56,000

Description:

This project is to provide new and/or upgraded technology infrastructure and services to library staff and patrons. Technology replacement cycle is typically five (5) years or less depending upon utilization. The project includes but is not limited to: all personal computing stations (staff and public); circulating technology equipment including laptops, iPads, and DVD players; server infrastructure; 88 cameras; 55 phones; networking equipment; Starr Island learning stations consisting of six touch screen systems; and various pieces of trending digital equipment for a patron technology innovation center/maker space. In addition to the \$372,000 funded in the 2015-2019 period, there is \$56,000 in funding on the unfunded project list.

Scheduled Implementation:

Active Project

This project schedules the routine replacement of IT related equipment to meet service demands by library patrons.

Effect on Operations:

Fayetteville Public Library delivers all library services through its IT infrastructure system.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Animal Services Improvements

Division: Animal Services (D650)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 14002

Project Type: Replacement ☐
Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	35,000
2016		35,000
2017		5,000
2018		-
2019		-
Total	\$	75,000

Description:

This project is for improvements to the kennel building and to replace the entire exterior fence line at the Animal Shelter. The kennel building improvements include replacing five (5) rusted exterior door frames, replacing the back and front chain-link kennel cage doors with stainless steel doors (36 doors total), and to purchase and install an industrial dishwasher. The fence has many repaired holes as well as trees growing through it. New fencing will ensure the safety and containment of sheltered animals. This project will also provide for the installation of stainless steel cages in the clinic to be utilized for the isolation of animals as needed and will replace the plastic cages that have been in use for 20 years.

Scheduled Implementation:

New Project Request

The proposed projects are turnkey projects that will only require purchase and installation; therefore, the projects would be accomplished in a one month time period. The kennel improvements will be in 2015, the new fence in 2016, and the cages will be in 2017.

Effect on Operations:

There will be no impact to budgeted operational costs.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Building Improvements
Division: Building Maintenance (D530)
Funding: 4470 - Sales Tax Capital Improvements
Category: Other Capital Improvements

Rank: 1 **Project #:** 02046

Project Type: Replacement ☐ **Timeframe:** On-Going
Expansion ☐

Project Cost		
2015	\$	125,000
2016		129,000
2017		132,000
2018		136,000
2019		140,000
Total	\$	662,000

Description:

This project consists of the repair and replacement of damaged and worn roofs and HVAC systems and provides for other improvements such as remodels to city owned buildings.

Scheduled Implementation:

Active Project

During the coming years, staff plans to continue to work in-house and through contractors on the City's replacement needs.

Effect on Operations:

Replacement of older equipment should result in the reduction of overall maintenance expense.

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Project Title: City Clerk Document Management Equipment

Division: City Clerk/Treasurer (D130)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 14003

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	44,000
2016		-
2017		45,000
2018		-
2019		-
Total	\$	89,000

Description:

This project is replace a large format and two high capacity scanners and a microfilm reader and reader printer. Due to the age of the scanners, compatibility issues with current programs and updates are occurring. The scanners are able to scan in city documents for electronic retrieval. The microfilm equipment reads archived documents.

Scheduled Implementation:

Active Project

The high capacity scanners are scheduled for replacement in 2015. The large format scanner and microfilm reader and reader/printer are scheduled for replacement in 2017.

Effect on Operations:

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Project Title: Comprehensive Land Use Plan Update

Division: City Planning (D620)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Type: Replacement ☐
Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		100,000
2017		-
2018		-
2019		-
Total	\$	100,000

Description:

This project is for a 5-year update of the comprehensive land use plan, City Plan 2035. A majority of the existing plan will be retained and one or two new major elements will be added. One new element will be to create a vision for Fayetteville to become a world-class community over the next 25 years that attracts and retains creativity and entrepreneurship while respecting and enhancing the natural and historic resources of the City. Other new topics for potential inclusion in the plan include energy, health, food security, resiliency, and historic and natural resources. Research, an extensive public participation process, and including new elements in the plan identified above will be primarily facilitated by consultants. The public participation process will include a combination of focus groups, public workshops, and a charette-type of engagement process. City staff will assist in updating the overall plan.

Scheduled Implementation:

New Project Request

The City will select consultants to head the public and internal participation and design process by early 2016. The consultants will conduct background research and analysis through the spring of 2016. Internal and public workshops and/or a charette-type of engagement process will take place in the spring/early summer of 2016 and the final report should be delivered in the fall of 2016.

Effect on Operations:

The City Plan 2035 will require the help of consultants in facilitating the public participation and design process, particularly on the topics outside the expertise of staff.

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Project Title: Planning Commission Tablet Replacements

Division: City Planning (D620)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 2

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		6,000
2017		-
2018		-
2019		-
Total	\$	6,000

Description:

This project is to purchase nine (9) computer tablets to replace the Planning Commission's iPads (version 1) that were purchased in late 2011. The iPads are projected to need replacement after approximately five years.

Scheduled Implementation:

New Project Request

Staff will evaluate various computer tablet options to replace the iPads in 2016.

Effect on Operations:

N/A

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Project Title: Wayfinding Regional Signage Program

Division: Development Services (D600)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 13013

Project Type: Replacement ☐
Expansion ☒

Timeframe: Single Year

Project Cost		
2015	\$	60,000
2016		65,000
2017		-
2018		-
2019		-
Total	\$	125,000

Description:

This project continues the regional wayfinding signage program. The program originally started with a grant from the Walton Family Foundation and continued with CIP/A&P Commission funding in 2013. The wayfinding signage program provides visitors and residents with a cohesive wayfinding sign experience through vehicular and pedestrian signs throughout the City, coordinated with seven (7) other cities in Northwest Arkansas. Wayfinding programs guide travelers to major public civic, cultural, visitor, and recreational destinations, therefore this program is of economic benefit for citizens and visitors. The success of the first two phases of this program have resulted in approximately 20 new locations requested to be signed by elected officials and citizens. Private funding and other public funding sources will be sought to facilitate the full project.

Scheduled Implementation:

Active Project

The City will facilitate the preparation of sign location plans, message schedules and specifications to submit to the Regional Wayfinding Steering Committee for approval in the first and second quarters of 2015. After obtaining approval, staff will request contractor bids for fabrication and installation of the selected signs within the allocated budget through 2016.

Effect on Operations:

All wayfinding signs are city property and must be maintained to a high standard. Signs permitted within the regional wayfinding sign program are subject to a maintenance agreement that has been provided to the Transportation Department for short and long term maintenance needs. Most costly is replacement or repair if signs are damaged. It is the intent to remove sign clutter when wayfinding signs are installed, allowing many smaller and dispersed signs to be removed from city rights-of-way.

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Project Title: Television Center Digital Conversion

Division: Government Channel (D710)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 13015

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	100,000
2016		-
2017		-
2018		-
2019		-
Total	\$	100,000

Description:

This project is to convert the Television Center's technology from analog to digital. The video production and telecasting industry made the conversion to digital technology several years ago. The systems used in the Television Center are still old, analog technology and the equipment has become scarce, unavailable, and expensive to repair. Due to the nature of the systems involved, the conversion cannot be phased in.

Scheduled Implementation:

Active Project

This project has been incrementally budgeted over three (3) years to balance the impact on the budget, with expenditures and implementation occurring in 2015, the third year. The budget figures are based on today's technology. Due to the rapid change in technology, final budgetary figures will need to be established closer to implementation.

Effect on Operations:

This project will have no net affect on operational costs.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: City Hall Audio-Visual Renovation

Division: Government Channel (D710)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 2

Project #: 13004

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	100,000
2016		-
2017		-
2018		-
2019		-
Total	\$	100,000

Description:

This project is to replace the audio/visual systems in the meeting rooms in the City Administration Building. The components and systems are no longer able to meet the needs of the many people making presentations. The systems are inconsistent from room to room, do not interact with any other systems including video production and cause confusion and frustration for the users. Replacements of the A/V components with a system-based approach will bring the installations up to date, allow for future expansion and capacity, and make the operation of systems consistent from room to room. This will also provide for better ergonomics and ease of use, integration of the systems with other presentation and distribution systems, and modernize the systems overall. Staff will consolidate the management of A/V resources under one division to provide for better budgeting and support.

Scheduled Implementation:

Planned/Programmed Project

Funds have been budgeted over three years beginning in 2013. This project will need separate design/engineering services to ensure designs meet specifications and integrators/installers provide adequate and appropriate service.

Effect on Operations:

This project will have no net effect on the operational budget. Many users, both public and staff, will realize improved capabilities and integration, better ergonomics, and the ability to conduct better presentations. Staff will be able to provide better service and support to both internal and external A/V users.

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Project Title: Video Production Digital Server & Archive System

Division: Government Channel (D710)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 3

Project #: 00000

Project Type: Replacement ☐
Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		120,000
2017		-
2018		-
2019		-
Total	\$	120,000

Description:

This project is to install the equipment necessary for the City to have a duplicate archive of all meetings and non-meeting programming and establish storage, backup, and archive systems that will automatically duplicate both the working video storage and the video archives off-site at the City's data center. Meeting video and other programming is being stored and archived on DVD discs which are stored at the Television Center. A duplicate archive or backups of the discs does not exist. With over 7,000 DVDs, a catastrophic event at the Television Center could destroy the archive and the City would lose nearly 20 years of meeting recordings and other programming.

Scheduled Implementation:

New Project Request

Implementation within one year.

Effect on Operations:

This project has no net impact on operational budgets.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Television Center Equipment

Division: Government Channel (D710)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 4

Project #: 02061

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	50,000
2016		50,000
2017		50,000
2018		50,000
2019		50,000
Total	\$	250,000

Description:

This project is to replace and upgrade equipment at the Television Center. This equipment includes production technology, studio equipment, lighting, sound, signal processing, telecasting equipment, etc. The Center also provides small equipment support for the audio/visual needs of the Administration and replacement of needed equipment when necessary, such as projectors, screens, PA systems, and other A/V support equipment.

Scheduled Implementation:

Active Project

Acquisition occurs throughout the year, according to need.

Effect on Operations:

This project has no net impact on operational budgets.

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Project Title: Digital Signage Implementation

Division: Government Channel (D710)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 5

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	15,000
2016		15,000
2017		-
2018		-
2019		-
Total	\$	30,000

Description:

This project is to purchase digital signs for every point of public contact in a City building such as City Administration, Police Department, District Court, Animal Shelter, etc. Digital signage is a cost-effective means by which the City can communicate to the public timely and relevant information. Digital signage allows information and messages to be easily changed and updated, helping ensure accuracy and immediacy. The displays offer many advantages over printed posters, handbills and permanent signs because the information can be changed quickly and easily and there is no waste so paper costs are reduced and distribution costs are minimal.

Scheduled Implementation:

New Project Request

The project will be implemented over two years to distribute the impact on both the budget and staff time as planning and installation will be done in-house.

Effect on Operations:

This project will have no net affect on operational costs.

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Project Title: Woolsey Homestead Historic Restoration Project

Division: Mayors Administration (D100)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	70,000
2016		-
2017		120,000
2018		90,000
2019		-
Total	\$	280,000

Description:

This project is a three (3) phase renovation. Phase 1 – Imperative items completed in the first year focus on environmental site assessment and selective demolition. Clean up around the exterior of the main house with removal of vegetation, the collapsed front porch, and loose wood and rubbish. Other items are: salvage of brick; removal of modern finishes and fixtures; seal off openings or any other exposed structure; water-proofing the structure; partial removal of the flooring; and installation of fencing for security. Phase 2 – Priority items estimated to be completed in the next one to three years include: focused attention on additional shoring measures, roof replacement, civil site surveys and architectural master planning. Phase 3 – Significant Items in the final year are restoration to the 1840's period, removal of all later additions, long-term foundation and framing restoration, and cemetery marker restoration and conservation.

Scheduled Implementation:

New Project Request

Phase 1 - Imperative items estimated at \$70,000 in 2015; Phase 2 - Priority items estimated at \$120,000 in 2017; Phase 3 - Significant items estimated at \$90,000 in 2018.

Effect on Operations:

This is construction related work that will need to be contracted and overseen by construction management of staff.

Project Cost		
2015	\$	35,000
2016		10,000
2017		20,000
2018		20,000
2019		20,000
Total	\$	105,000

Timeframe: On-Going

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Project Title: Parking Lot Improvements (City Employee)

Division: Parking & Telecommunications (D840)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 4

Project #: 11004

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	10,000
2016		10,000
2017		10,000
2018		10,000
2019		10,000
Total	\$	50,000

Description:

This project is for ongoing improvements to employee parking lots that are not utilized by the general public.

Scheduled Implementation:

Active Project

In 2015, the upper and lower employee lots directly south of the Town Center Deck will have significant improvements including green space. The next improvement will be made to the employee lot on Rock Street in front of the maintenance building and Cable Television. Another employee parking lot in need of the same type of improvements is the parking lot behind the Police building.

Effect on Operations:

Ongoing improvements to parking lots keep the property safe for vehicles and pedestrians, beautifies the areas, brings the properties up to code and ADA regulations, and reduces the need for more expensive rehab in the future.

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Project Title: Building Efficiency Improvements

Division: Sustainability & Resilience (D410)

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	40,000
2016		40,000
2017		40,000
2018		40,000
2019		40,000
Total	\$	200,000

Description:

This project is for improvements of energy efficiency, weatherization and water conservation to city facilities and includes the repair and replacement of inefficient HVAC equipment, lighting upgrades, insulation, window repair/replacement, and water efficiency projects. Energy assessments may need to be performed on several buildings to identify the scope of specific projects.

Scheduled Implementation:

New Project Request

Improvements with the greatest payback will be completed first.

Effect on Operations:

Reduced utility cost and maintenance costs and time spent repairing outdated equipment.

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Project Title: Tree Escrow

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 1 **Project #:** 08001

Project Type: Replacement ☐ **Timeframe:** On-Going
Expansion ☒

Project Cost		
2015	\$	74,000
2016		-
2017		-
2018		-
2019		-
Total	\$	74,000

Description:

This project is used to plant trees in the street rights-of-way by contract or in-house staff. Funds may also be used to maintain the trees or to purchase equipment for maintenance. Funds in this project are contributed by developers who cannot meet their preservation requirements and must be spent within seven years from receipt.

Scheduled Implementation: *Active Project*

Trees are planted in the fall of each year as funding is allowed.

Effect on Operations:

Trees that do not survive are considered for replacement through future tree escrow planting projects. Ongoing maintenance including water, mulch, and pruning will be necessary after trees are planted. Currently, after the initial three year establishment period, the trees are maintained by the Transportation Division.

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Project Title: Safety and ADA

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 2

Project #: 00000

Project Cost		
2015	\$	15,000
2016		15,000
2017		15,000
2018		15,000
2019		15,000
Total	\$	75,000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Description:

This project will be used to bring previous projects into ADA compliance such as swings, play equipment, and sidewalk connections. Additionally, funds are used to address safety hazards that may occur over time.

Scheduled Implementation:

New Project Request

This project is ongoing. Projects are identified as needed.

Effect on Operations:

None.

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Project Title: Forestry and Habitat Improvement

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 3

Project #: 00000

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	30,000
2016		62,000
2017		34,000
2018		32,000
2019		26,000
Total	\$	184,000

Description:

This project is for tree plantings and replacements in areas where trees are damaged such as on boulevards and in areas where old trees are being lost in parks. In addition, funding is requested for median right-of-way tree replacements for Hwy 265, Garland Avenue, Van Ache, and Ruppel Road. Median replacements are for the first three years after planting assuming 15% mortality rate over three years. The Celebration of Trees, which is required for the City's Tree City USA designation, is funded annually from this project. Additionally, habitat restoration projects such as the Lake Fayetteville prairie restoration, are funded in this project. Habitat improvements are intended to restore or compliment existing natural areas as well as reduce maintenance. Funds in this project are also used for the annual operational motor pool cost for a stump grinder and chipper. The requested funding has been increased by \$30,000 over the five (5) years due to new street tree plantings.

Scheduled Implementation:

Active Project

This project is ongoing. The Celebration of Trees is hosted each year in the fall. Tree replacements will generally occur in the fall and spring of each year.

Effect on Operations:

As the number of trees increases, forestry crews and motor pool will need to be increased. Two FTE's (\$63,000 annually) are requested for 2016 along with a vehicle (one time expense of \$24,000; annual of \$4,000). Utility costs will increase (\$12,000 annually) in 2015 and 2016 due to additional irrigation for street median trees.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Park Paving Improvements

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 4

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		58,000
2017		58,000
2018		58,000
2019		58,000
Total	\$	232,000

Description:

This project will be used to overlay and/or replace existing interior roads and parking areas. Many of the parks are aging and pavement surfaces are deteriorating. Priorities have historically been to replace and upgrade facilities, however the infrastructure is beginning to fail in some areas and is in need of repair. This project will repave approximately 3,300 square yards of surfacing per year. The first project will be in 2016 to repave Wilson Park interior drives which are broken up and have potholes.

Scheduled Implementation:

New Project Request

Wilson Park entry drives would be replaced in 2016. Planning for this project would begin in early 2016. Other parks will be assessed and prioritized for future years. Once priorities are identified, projects would be bid in the summer and construction would begin in the fall.

Effect on Operations:

None.

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Project Title: Parks & Recreation Master Plan

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 6

Project #: 00000

Project Type: Replacement ☐
Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		-
2017		-
2018		-
2019		200,000
Total	\$	200,000

Description:

This project is for a new master plan for the Parks & Recreation Department that would define the direction of parks and recreation in Fayetteville for the next ten years. The master plan would set the vision and strategies to accomplish goals set by the City.

Scheduled Implementation:

New Project Request

An RFQ would be advertised in January 2019. The selection committee process would immediately follow and a consultant would then be hired to begin working on the plan.

Effect on Operations:

None.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Lake Improvements

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 7 **Project #:** 00000

Project Type: Replacement ☐
Expansion ☒ **Timeframe:** Single Year

Project Cost		
2015	\$	-
2016		-
2017		-
2018		250,000
2019		-
Total	\$	250,000

Description:

This project is to add campsites to Lake Sequoyah which offers a variety of recreational opportunities and has great potential for primitive camping around the lake. Adding campsites would provide citizens a pristine camping experience minutes from downtown. These would be the first camp sites offered by the City. There would be a cost to rent the camp site and the boat dock operator would manage the camp sites.

Scheduled Implementation:

New Project Request

A master plan would need to be designed and approved in 2018. This would be designed by in house staff. Construction plans would be developed in early 2019 with construction anticipated in summer of 2019.

Effect on Operations:

Lake Sequoyah requires a boat dock operator. This person would be utilized to sell permits and oversee the camping areas. Fees for the permits would help offset ongoing maintenance for the sites including trash collection, tree pruning, and weedeating.

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Project Title: Lights of the Ozarks

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 8

Project #: 02001

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	23,000
2016		23,000
2017		23,000
2018		23,000
2019		23,000
Total	\$	115,000

Description:

The Lights of the Ozarks display is an extremely popular annual event that takes place from Thanksgiving to New Years Eve. Approximately 500,000 lights are displayed around the downtown square where an estimated 300,000 people come to view the display.

Scheduled Implementation:

Active Project

Park staff will begin installing the light display in early October. The installation typically takes six weeks. The lights have historically been turned on the Saturday night before Thanksgiving. Lights are turned on nightly beginning at 5:00 pm until 1:00 am. The lights are turned off for the last time each year at 12:00 am on New Years Eve. Park staff begins removing the lights in the first week of January and typically completes removal in two weeks.

Effect on Operations:

Estimated costs are: 3,310 hours of labor - \$61,657; vehicle costs - \$8,217; and utilities - \$1,500. These costs are included in the annual operating budget in the Parks Development Fund. Capital Sales Tax funds will finance the cost of new lights, aerial lift rental, and materials and supplies of \$23,000 in 2015. Additional funding will be sought from the Advertising & Promotion Commission.

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Project Title: Walker Park Senior Activity and Wellness Center

Division: Parks & Recreation (D460)

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 9

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	25,000
2016		100,000
2017		150,000
2018		-
2019		-
Total	\$	275,000

Description:

This project will add space to the Walker Park Senior Activity and Wellness Center's kitchen area by moving inner walls and updating kitchen equipment such as commercial ovens, fryers and refrigeration. The Walker Park Senior Activity and Wellness Center feeds almost 300 people per day including the Hillcrest Towers Congregate and Home Delivered Meals, Fayetteville Meals On Wheels program and the Elizabeth Richardson Center. The existing kitchen is unable to accommodate the amount of food preparation required to adequately serve the senior population. The center is requesting a kitchen expansion and renovation.

Scheduled Implementation:

New Project Request

The project would hire an engineer to prepare the design and bid specifications to be completed in 2015. The project would be bid and construction started in 2016 with completion in 2017.

Effect on Operations:

The expansion and renovations are not expected to impact operational costs.

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Project Title: Police Bulletproof Vests & Ballistic Protection

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 1

Project #: 13011

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	52,000
2016		13,000
2017		10,000
2018		23,000
2019		62,000
Total	\$	160,000

Description:

This project provides the 50% local match and any shortfall from federal funding for the purchase of bulletproof vests for new officers, the replacement of expired bulletproof vests, and new/replacement tactical bulletproof vests for members of the Emergency Response Team (ERT). Federal, State, and Local mandates exist for all officers to wear bulletproof vests when engaging in law enforcement activities. This project further funds ballistic protection equipment for the ERT including ballistic shields, plates, and blanket. The level III shield is designed to stop small arms ammunition, and is lighter and more mobile. The level IV shield is heavier and rated to stop larger ammunition fired from rifles. The ERT members also have level IV ballistic plates carried within their ballistic vests. The ballistic blanket can be quickly deployed for high risk situations including the protection of officers and civilians as a personal shield or in vehicle transport.

Scheduled Implementation:

Active Project

The annual funding schedule is based on the expiration dates of existing bulletproof vests and a projection of new officers being placed into service for the Department. The level III ballistic shield will need to be replaced in 2016 and the level IV ballistic shield will need to be replaced in 2018. The ERT ballistic plates are scheduled for replacement in 2018 and the ballistic blanket is scheduled for replacement in 2019.

Effect on Operations:

The purchase of bulletproof vests and ballistic protection will have no adverse effect on operational funding.

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Project Title: Police Weapon Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 2

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	8,000
2016		14,000
2017		40,000
2018		-
2019		-
Total	\$	62,000

Description:

This project is to replace some of the equipment on the rifles used by the Emergency Response Team. While the rifles are in serviceable condition, the barrels, optics, and other items used for precision shooting are showing signs of wear and need to be replaced in 2015. In 2016, six (6) patrol rifles will need be replaced. The Police Department will need to replace the handguns of all the officers in the department. The handguns are showing signs of wear and the Department has started to replace some of the internal parts of the weapons to maintain the accuracy and reliability. The Police Department has a ten year replacement schedule and the handguns will need to be replaced in 2017. These weapons need to be replaced and maintained as scheduled to ensure officers have reliable equipment to perform required duties.

Scheduled Implementation:

Planned/Programmed Project

2015 - scheduled to replace optics, barrels, and other items used in precision shooting; 2016 - scheduled to replace six (6) patrol rifles; 2017 - scheduled to replace handguns for all law enforcement officers.

Effect on Operations:

These purchases will not adversely effect operational funding.

Project Cost		
2015	\$	78,000
2016		83,000
2017		83,000
2018		54,000
2019		102,000
Total	\$	400,000

This project is to purchase unmarked vehicles that are a necessity for an effective Police Department. The Department utilizes unmarked vehicles for a variety of tasks including: gathering intelligence for investigation of narcotics, theft, vandalism, domestic terrorism, and civil disobedience; conducting pre-raid intelligence for the deployment of the Emergency Response Team; conducting alcohol enforcement patrols; and any activity that must be kept covert to be effective. The Department is recommending a three year replacement for vehicles used in undercover capacities and a five year replacement for vehicles used in a unmarked capacity. During undercover investigations, the same vehicles are used to affect arrests and to conduct surveillance making it necessary to replace these vehicles more often.

Planned/Programmed Project

2015 - replace four (4) unmarked vehicles and one (1) undercover vehicle; 2016 - replace three (3) unmarked vehicles and two (2) undercover vehicles; 2017 - replace four (4) unmarked vehicles and one (1) undercover vehicle; 2018 - replace one (1) unmarked vehicle and two (2) undercover vehicles; and 2019 - replace four (4) unmarked vehicles and two (2) covert vehicles.

Effect on Operations:

These are replacement vehicles, the only effect on operational expense would be the change in market cost for operations and maintenance.

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Project Title: Police Records Management System Improvements

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 5

Project #: 14009

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	150,000
2016		150,000
2017		-
2018		-
2019		-
Total	\$	300,000

Description:

This project replaces the police records management system that has been in use since 1998 and includes integrated computer aided dispatch (CAD), law enforcement records, fire records, and a mobile data system. Costs include data conversion, implementation costs and hardware/software upgrades.

Scheduled Implementation:

Active Project

Staff will be working on the selection process in 2014 and issue notice to proceed in 2015.

Effect on Operations:

Software maintenance fees may deviate from the current contract amount. These fees are to be negotiated prior to notice to proceed.

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Project Title: Police Technology Improvements
Division: Police (D200)
Funding: 4470 - Sales Tax Capital Improvements
Category: Police Improvements

Rank: 6 **Project #:** 06002

Project Type: Replacement ☒ Expansion ☐ **Timeframe:** On-Going

Project Cost		
2015	\$	15,000
2016		25,000
2017		25,000
2018		75,000
2019		25,000
Total	\$	165,000

Description:

This is an ongoing project for the replacement of obsolete or malfunctioning department desktop computers, software, printers, and other peripheral equipment.

Scheduled Implementation:

Active Project

This is an ongoing project for replacement of obsolete or malfunctioning department desktop computers, software, printers, and other peripheral equipment.

Effect on Operations:

This project is not expected to have any increase in operations.

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Project Title: Police Mobile Video System Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 9

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	35,000
2016		-
2017		210,000
2018		-
2019		38,000
Total	\$	283,000

Description:

This project provides for the replacement of the police mobile video systems. Mobile video is an important component of each patrol unit by documenting evidence to support prosecution and makes citizen complaints more easily investigated. All patrol vehicles are equipped with video recording devices that capture traffic stops and other relevant events. This video is uploaded to disk-based storage cabinets of sufficient capacity to accommodate video uploads for a period of one year. Video is then accessible over the network by authorized personnel for review and dissemination per law enforcement requirements.

Scheduled Implementation:

Planned/Programmed Project

New video memory/storage cabinets will be purchased in 2015 and patrol unit mobile video recorders (MVRs) will be replaced in 2017. The video memory/storage cabinets are expected to reach end of life in 2019 resulting in replacement.

Effect on Operations:

This project has no increase on annual operations.

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Project Title: Police Specialized Equipment

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 10

Project #: 02062

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	21,000
2016		21,000
2017		8,000
2018		40,000
2019		242,000
Total	\$	332,000

Unfunded \$ 90,000

Description:

This project is to replace outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, bicycle replacement, wireless remote surveillance cameras, crisis negotiation throw phone, portable speed display signs for use in school zones, radar units, a total station system for accident reconstruction, tasers, and other items used in police operations. This type of project is necessary to the efficient, ongoing, and safe operations of the Police Department. The purchase of two hybrid UTV's to patrol the City's multi-use trails and a self-contained, temporary surveillance system that provides an additional measure of monitoring and safety for officers and the public in trouble spots, collisions, inclement weather, special events and traffic flow problems were unfunded.

Scheduled Implementation:

New Project Request

The replacements are as follows: 2015 - throw phone; 2016 - traffic control, bicycle, and remote camera; 2017 - speed displays and radar units; 2018 - traffic control, bicycles, radar units, and total station system; and 2019 - traffic control, bicycles, radar units, tasers, and covert surveillance equipment.

Effect on Operations:

There is no impact on operations.

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Project Title: Employee Gym Equipment

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 11

Project #: 13028

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	7,000
2016		10,000
2017		10,000
2018		10,000
2019		10,000
Total	\$	47,000

Description:

This project is to upgrade and replace older, outdated equipment at the City's gym. Ongoing maintenance of the equipment and facility are vital to the health and wellness of city employees. An updated gym supports the City Wellness Committee's effort to provide a convenient and reliable place to exercise, decreases lost work time due to injury or illness, and minimizes potential increases in health insurance premiums for the City and its employees.

Scheduled Implementation:

Active Project

Staff will continue to replace outdated equipment.

Effect on Operations:

These equipment purchases will have no adverse effect on operations.

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Project Title: Police Automated External Defibrillator (AED)

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 14

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Single Year

Project Cost		
2015	\$	41,000
2016		-
2017		-
2018		-
2019		-
Total	\$	41,000

Description:

This project is to equip all 27 police patrol vehicles with automated external defibrillators (AED). As officers are often the first responder in emergencies, AEDs are a valuable tool to have in the event of a cardiac arrest or heart attack and are an important part of giving CPR as recommended by the American Heart Association. Currently, the Police Department has two AED's. One is kept at the Department and the other is assigned to a patrol supervisor's vehicle. The use of an AED is taught to the officers during Basic Life Support for Healthcare Providers (CPR) classes, so there will not be any additional training costs associated with his purchase.

Scheduled Implementation:

New Project Request

It is requested that the equipment is purchased in 2015.

Effect on Operations:

This purchase will not have additional training or reoccurring costs and will not have an effect on operations.

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Project Title: Police Take Home Vehicles

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 15

Project #: 06003

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	-
2016		57,000
2017		60,000
2018		62,000
2019		65,000
Total	\$	244,000

Description:

This project is to expand the take-home vehicle program. Eligibility for this program is based on an officer's seniority and requirement that he/she resides within the city limits. Benefits include: 1) The presence of marked patrol vehicles have a positive effect on crime prevention and community policing efforts and residents feel safer. 2) Take-home vehicles last longer due to officers' sense of ownership and the vehicles are not being used 24/7 by several officers. 3) Officers with take-home vehicles are more readily available to respond to an emergency or critical incident. 4) Officers utilizing take-home vehicles will not need to spend approximately a half hour every shift loading and unloading required equipment and performing inspections for damage and contraband. 5) A take-home vehicle program is excellent for recruitment and retention of police officers and it allows the department to compete with neighboring agencies in Springdale, Rogers, and Bentonville.

Scheduled Implementation:

New Project Request

The phase-in program has seven marked patrol vehicles. Beginning with year 2015, one vehicle will be added to the take-home fleet each year.

Effect on Operations:

Expansion of take home vehicles will increase motor pool and replacement charges by a five year total of \$205,656, reaching \$73,200 annually by 2019.

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Project Title: Radio System Replacement - Citywide

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 16

Project #: 00000

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	-
2016		-
2017		-
2018		700,000
2019		200,000
Total	\$	900,000

Unfunded \$ 2,100,000

Description:

This project is to begin accruing funds for city wide radio replacements. The last city wide radio project was completed in 2011. Radio systems after several years start experiencing problems with equipment failures due to the age of the equipment and acquiring parts is problematic as the system degrades. These systems are costly so it is important to start planning now for future replacement.

Scheduled Implementation:

New Project Request

The new radio system will be brought on line in approximately 10 years as that is the expected life.

Effect on Operations:

The new radios will be under warranty for three years and added to the radio maintenance contract after the warranty expires. The first three years only upgraded equipment will need to be covered on maintenance. Lease expense could increase if another tower site is needed with this project.

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Project Title: Police Virtual Server & Storage Area Network

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 17

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	-
2016		180,000
2017		-
2018		-
2019		-
Total	\$	180,000

Description:

This project provides for the replacement of obsolete equipment and to purchase additional capacity if needed to meet the Department's server computing and data storage requirements. Server virtualization allows a single physical server computer's CPU, memory, and storage resources to be shared among multiple logical guest operating systems.

Scheduled Implementation:

New Project Request

Replacement of servers will begin during the third quarter of 2016.

Effect on Operations:

Annual subscription for maintenance and technical support in the amount of \$1,100 annually.

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Project Title: Police eTicket Equipment Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 18

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		44,000
2017		-
2018		-
2019		-
Total	\$	44,000

Description:

This project provides for the replacement of obsolete hand-held computers and thermal citation printers.

Scheduled Implementation:

New Project Request

Handheld computers and thermal printers will be replaced beginning in the first quarter of 2016.

Effect on Operations:

No change to operating expense.

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Project Title: Police Equipment Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 22

Project #: 11006

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	-
2016		-
2017		10,000
2018		-
2019		10,000
Total	\$	20,000

Description:

This project is for the replacement of police operating equipment such as a paper shredder, document scanners, uninterrupted power supplies, security/surveillance cameras, etc. Without this equipment, staff would not be able to maintain the current level of operations due to routine equipment failure.

Scheduled Implementation:

Active Project

Security/surveillance cameras will need to be replaced in 2017. Remaining funds will be used to replace other operating equipment as needed.

Effect on Operations:

These purchases will have no adverse effect on operational funding.

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Project Title: Central Dispatch Improvements

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 24

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		-
2017		165,000
2018		-
2019		-
Total	\$	165,000

Description:

This project is to replace five dispatch consoles which have reached the end of their lifespan and add two additional console positions to the dispatch center. The dispatch consoles currently in place were purchased in 2000. Since the console replacement requires moving all the equipment in dispatch, this project also includes replacing the carpet during the project implementation.

Scheduled Implementation:

New Project Request

Project is to be completed in 2017.

Effect on Operations:

No operational costs after implementation.

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Project Title: Police K9 Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 26 **Project #:** 14007

Project Type: Replacement ☒ **Timeframe:** Multi Year
Expansion ☐

Project Cost		
2015	\$	-
2016		-
2017		-
2018		12,000
2019		12,000
Total	\$	24,000

Description:

This project is for two (2) police canines that will reach retirement age in the coming years. Police canines are a critical support service to the Police Department. Canines are used to locate missing persons, articles or narcotics, conduct building searches, and track fleeing suspects. A replacement program must be anticipated for the canine program as the cost to purchase and train a new canine and handler is approximately \$12,000.

Scheduled Implementation:

Planned/Programmed Project

Staff has scheduled to replace one canine in each budget year of 2018 and 2019 as current canines are four years old and a new canine will be purchased this year. Average work life of a police canine is approximately eight years.

Effect on Operations:

This project should have no increase in operations funding.

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Project Title: Police Radio Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 28

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		-
2017		-
2018		-
2019		42,000
Total	\$	42,000

Description:

This project is to replace 32 police radios. Motorola has issued an "Intent to Cancel" notice for XTS/XTL radios. Parts and warranty will no longer be available for these radios. Many of these radios will be 15 years old at the time of replacement.

Scheduled Implementation:

New Project Request

Purchase new radios in 2019.

Effect on Operations:

The new radios will be under warranty for three years and added to the radio maintenance contract after the warranty expires.

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Project Title: Police Mobile Computer Terminal Replacement

Division: Police (D200)

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 30

Project #: 13012

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		-
2017		-
2018		-
2019		225,000
Total	\$	225,000

Description:

This project is to replace the mobile computer terminals (MCT) in all patrol vehicles which are necessary to support ongoing Police Department operations. The current MCTs are expected to be obsolete and/or malfunctioning by 2019.

Scheduled Implementation:

Planned/Programmed Project

The current MCTs were installed in 2008 and have a life expectancy of five (5) years with replace scheduled in second quarter of 2014.

Effect on Operations:

Three years of maintenance will be included with the purchase of these MCTs. Maintenance beyond this time will be included in the operating budget.

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Project Title: Street ROW / Intersection / Cost Sharing

Division: Engineering (D610)

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: 1

Project #: 02116

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	350,000
2016		100,000
2017		100,000
2018		100,000
2019		100,000
Total	\$	750,000

Description:

This project provides funding for developer cost shares to complete street improvements associated with developments that are necessary but are not the full responsibility of the developer and provides for construction of miscellaneous street projects.

Scheduled Implementation:

Active Project

Cost Sharing with the Arkansas and Missouri Railroad (\$250,000) for improvements to Dickson Street railroad crossing is planned for 2015. The Council passed a resolution expressing intent to cost share with AMRR on vehicle and safety improvements at the crossing. Other cost sharing projects will be identified as development occurs.

Effect on Operations:

No effect on operations.

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Project Title: Trail Development

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Trail Improvements

Rank: 1

Project #: 02016

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	1,500,000
2016		1,500,000
2017		1,500,000
2018		1,500,000
2019		1,500,000
Total	\$	7,500,000

Description:

This project is to provide funding to increase production of the trails program. Funding provides resources for new trail development and asphalt replacement on existing trails.

Scheduled Implementation:

Active Project

Planned trail development for the next five years includes Tsa La Gi Trail, Lake Fayetteville Marina Trail, Town Branch Trail, Cato Springs Trail, and Shiloh Trail.

Effect on Operations:

Immediate maintenance costs include replacing missing/damaged signs, removing leaves, mud, gravel, new vegetation, fallen trees, graffiti, litter and debris, repainting worn pavement markings, trimming trees, shrubs and grass to maintain sight distance, and general maintenance of amenities such as picnic tables, kiosks, and benches. Utilities cost increases as lighting is added. Long term maintenance costs include asphalt resurfacing, chip and/or crack sealing, and repairing eroded areas.

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Project Title: Lake Fayetteville Trailhead (BGSO)

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Trail Improvements

Rank: 2

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Single Year

Project Cost		
2015	\$	190,000
2016		-
2017		-
2018		-
2019		-
Total	\$	190,000

Description:

This project is for the construction of a 40 space parking lot to serve as a trail head for the Lake Fayetteville Trail and Razorback Greenway. The lot would be located along Highway 265 adjacent to the Botanical Gardens of the Ozarks.

Scheduled Implementation:

New Project Request

Construction is tentatively scheduled for the summer of 2015.

Effect on Operations:

This project has no significant effect on annual operations.

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Project Title: Mud Creek Trail Lighting

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Trail Improvements

Rank: 3 **Project #:** 00000

Project Type: Replacement ☐ **Timeframe:** Single Year
Expansion ☒

Project Cost		
2015	\$	250,000
2016		-
2017		-
2018		-
2019		-
Total	\$	250,000

Description:

This project is for lighting Mud Creek Trail from Old Missouri Road to Steele Boulevard. This 2.35 mile multi-use paved trail connects with Scull Creek and Frisco Trails to create a continuous 7.6-mile trail.

Scheduled Implementation:

New Project Request

This project would be implemented during 2015.

Effect on Operations:

Utilities and maintenance costs will increase as lighting is added and LEDs, fixtures, etc. are replaced.

Project Cost		
2015	\$	-
2016		250,000
2017		-
2018		-
2019		-
Total	\$	250,000

Description:

This project is to provide funding to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks. There is \$6,750,000 funded in the Street Fund for this project.

Scheduled Implementation:

Active Project

Transportation reviews sidewalk needs in conjunction with the street overlay program on a yearly basis. The annual work plan is presented to City Council for its approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, and other maintenance to existing sidewalks will increase the cost of materials/supplies by \$10,000 annually. Additional temporary positions will increase personnel costs which would be reimbursed by the project by an average of \$67,750 annually.

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Project Title: In-House Pavement Improvements

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 2

Project #: 02052

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	1,692,000
2016		1,852,000
2017		2,207,000
2018		2,316,000
2019		2,433,000
Total	\$	10,500,000

Unfunded \$ 559,000

Description:

This project provides resources for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. The goal of this project is to overlay a minimum of nine (9) miles of asphalt each year. Overlaying each street within a 15 year cycle is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. Micro surfacing has been introduced as a pavement preservation method to extend the life of existing asphalt streets and providing maintenance of an additional six (6) miles of surface.

Scheduled Implementation:

Active Project

Transportation staff reviews the need for street overlays in the latter part of each year and presents a recommendation to the Street Committee. The Street Committee presents its recommendation to City Council for approval by resolution.

Effect on Operations:

Newly paved streets have no immediate effect on operations. Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes are added the costs for maintaining roadway markings will also increase.

Project Cost		
2015	\$	110,000
2016		110,000
2017		110,000
2018		110,000
2019		150,000
Total	\$	590,000

Description:

Active Project

The installation of new traffic signals will result in increased utility and maintenance costs.

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Project Title: Wireless Traffic Signal Control

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 4

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	40,000
2016		40,000
2017		40,000
2018		40,000
2019		-
Total	\$	160,000

Description:

This project is ongoing and provides funding for the implementation of a wireless ethernet communication system for traffic signals (both data and video). Currently 20 intersections are on-line in this system with 11 more scheduled to be added in 2014.

Scheduled Implementation:

New Project Request

Completion would be in 2018. Staff will schedule 20 existing intersections per year to be upgraded. All new installations will be compatible with this network at initial construction.

Effect on Operations:

With the central office having the ability to see via the video connection and ability to make changes (temporary or permanent) before service personnel can arrive will decrease traffic delay and increase safety for the public. This network also allows for coordination functions in the system to be evaluated at many locations from one central point.

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Project Title: Drainage Maintenance

Division: Transportation Services (D800)

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 5 **Project #:** 11021

Project Type: Replacement ☒ **Timeframe:** On-Going
 Expansion ☐

Project Cost		
2015	\$	50,000
2016		50,000
2017		50,000
2018		50,000
2019		50,000
Total	\$	250,000

Description:

This project will fund drainage projects as needed.

Scheduled Implementation:

Active Project

Identification of projects will be determined by priorities.

Effect on Operations:

Effects on operations will depend on specific projects, but will generally reduce costs by correcting problems and reducing recurring maintenance.

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Project Title: Phosphorus Standards Management

Division: Utilities Director (D900)

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 12

Project #: 10027

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	50,000
2016		50,000
2017		50,000
2018		50,000
2019		50,000
Total	\$	250,000

Description:

This project supports efforts by the City operating independently or as part of a regional Northwest Arkansas team relating to phosphorus and other potential changes to stream standards, water quality standards and regulations, and wastewater discharge requirements. Some of the funds may be paid into regional efforts coordinated through Northwest Arkansas Regional Planning, the Northwest Arkansas Council, or other similar cooperative efforts.

Scheduled Implementation:

Active Project

This project is underway and may continue for a number of years.

Effect on Operations:

N/A

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Project Title: W.W.T.P. Building Improvements

Division: Wastewater Treatment Plant (D930)

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 4

Project #: 02032

Project Type: Replacement ☒ Expansion ☐

Timeframe: On-Going

Project Cost		
2015	\$	410,000
2016		30,000
2017		45,000
2018		30,000
2019		30,000
Total	\$	545,000

Description:

This project is for structural maintenance, repair, and replacement of the existing buildings or parts of the buildings at both wastewater treatment plants.

Scheduled Implementation:

Active Project

2015: Catwalk for the silo at BMS and Ethernet; West Side clarifiers need lining; 2016: Repair clarifier 1 and 2 structures at Noland due to deterioration; 2017: Replace one maintenance shop rolling bay door, one for IPS, and one for the blower building at Noland WWTP; 2018: Repair clarifier 3 and 4 structures at Noland due to deterioration; 2019: Replace the final maintenance shop rolling bay door and the fertilizer storage room door at the BMS.

Effect on Operations:

There is no significant effect on operations.

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Project Title: Plant Pumps and Equipment - W.W.T.P

Division: Wastewater Treatment Plant (D930)

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 5 **Project #:** 02069

Project Type: Replacement X **Timeframe:** On-Going
Expansion

Project Cost		
2015	\$	270,000
2016		305,000
2017		295,000
2018		405,000
2019		355,000
Total	\$	1,630,000

Description:

This project allows WWTP personnel to adapt to the needs of each season and year and still maintain compliance. Many pieces of the WWTP equipment are essential to the wastewater treatment process. The equipment may suffer catastrophic failure and become unusable with little advance warning. The plant cannot operate and continue to produce permit complying effluent without adequate equipment.

Scheduled Implementation:

Active Project

2015: Stage 1 of Noland motor control replacement (MCC) (10 total) for basin aerators, mixers, influent pumps, and treated effluent pumps; Stage 1 of rebuilding Noland pumps and mixer (5 total), oxic mixer, anoxic mixers, and wet weather basin drive; 2016: Stage 2 of Noland MCC (10) and one (1) West Side breaker; Stage 2 of Noland mixers and pumps (7) and two (2) West Side mixers; 2017: Stage 3 MCC, pumps, mixers; 2018: Stage 4 plus transformer switchgear; 2019: Stage 5 plus BMS solar mole.

Effect on Operations:

Replacing equipment before it becomes an emergency can significantly reduce operating costs.

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Project Title: Upgrade and Replace Lift Stations - W.W.T.P

Division: Wastewater Treatment Plant (D930)

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 6

Project #: 02068

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	67,000
2016		125,000
2017		130,000
2018		50,000
2019		100,000
Total	\$	472,000

Description:

This project is to maintain the lift stations for the wastewater treatment plants. The lift stations provide a vital function in the overall treatment of wastewater. The stations are exposed to extreme wear conditions and must be upgraded routinely. Additionally, new developments within the City increases the flow to various stations requiring additional or higher capacity equipment.

Scheduled Implementation:

Active Project

Replacement of aging pumps, pump controllers and motors, lift station 6, 18, 44 improvements, lift station 5 and 12 generators, and adding mixers to lift stations 7 and 12.

Effect on Operations:

Timely repairs and replacement of lift station equipment helps keep the number of sewer overflows to a minimum, prevents catastrophic failures, and prolongs the overall life of the lift stations. Each overflow is a specific violation of federal law.

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Project Title: Filter Cell Replacement - W.W.T.P

Division: Wastewater Treatment Plant (D930)

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 8 **Project #:** 00000

Project Type: Replacement ☒ Expansion ☐ **Timeframe:** Multi Year

Project Cost		
2015	\$	1,000,000
2016		1,000,000
2017		1,000,000
2018		1,000,000
2019		-
Total	\$	4,000,000

Description:

This project is to replace part of the filtration system that removes suspended solids from the partially treated wastewater effluent before it is disinfected. The new filter cells will remove more suspended solids, thus increasing the clarity of water discharged to the White River as well as reducing disinfection costs. The existing system was installed at the Noland WWTP in 1988 and has become increasingly difficult and costly to operate and maintain.

Scheduled Implementation:

New Project Request

Research has been conducted to determine a cost effective system that will meet operational needs. Engineering and full implementation to be completed in 2019.

Effect on Operations:

Besides minimizing the costs in operation, maintenance and repairs, the replacement of these filter cells will increase the quality of effluent by reducing the number of suspended solids discharged to the White River.

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Project Title: Sewer Rehabilitation Ramsey and Overcrest

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 1

Project #: 00000

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	2,340,000
2016		-
2017		-
2018		-
2019		-
Total	\$	2,340,000

Description:

This project is to replace approximately 7,000 feet of 15 inch gravity sewer line from Ramsey Avenue to Overcrest Street. This project will eliminate sanitary sewer overflows in the vicinity of Ramsey Avenue to Overcrest Street. This line will be up sized for ultimate build out in the area.

Scheduled Implementation:

New Project Request

This project is needed to eliminate the last two remaining known overflows not mitigated as part of the Wastewater System Improvement Project.

Effect on Operations:

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Project Title: Sanitary Sewer Rehabilitation

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 2

Project #: 02017

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	1,000,000
2016		2,000,000
2017		1,500,000
2018		1,500,000
2019		1,500,000
Total	\$	7,500,000

Description:

This project analyzes, repairs, upgrades, and replaces sewer collection system components to ensure adequate capacity and reduce storm and ground water flows entering the system. Rehabilitation is required system wide and increases the capacity of the overall system by reducing demand used by infiltration and inflow. This project includes replacing, lining, and bursting existing sewer mains and manholes, upgrading lift stations, installing some main extensions and relief lines/capacity upgrades, upgrading the system model, purchasing easements, and sanitary sewer evaluation studies. As this may include capacity increases, impact fees may be spent.

Scheduled Implementation:

Active Project

Industry standards and Fayetteville experience establish that all the collection system requires full evaluation every 10 to 15 years. To prevent future recurrence of SSO's, certain maintenance type contracts are executed annually, including cured in place pipe repairs, pipe bursting and manhole repairs. In 2014, a cost share project with the City of Greenland for \$2.4 million will be completed. 2016-Gregg Ave and Crossover Projects. 2017-County Jail and Pump Station elimination.

Effect on Operations:

N/A

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Project Title: Water/Sewer Relocations - Bond Projects

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 3

Project #: 11011

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	1,300,000
2016		1,000,000
2017		500,000
2018		500,000
2019		500,000
Total	\$	3,800,000

Description:

This project is for various water and sewer relocations for street bond and other transportation projects where the street bond fund does not have sufficient funds to cover the utility relocations. Projects are to be paid first from any remaining water/sewer revenue bond funds, if available. Capacity increases should be paid from impact fee funds, if available.

Scheduled Implementation:

Active Project

To be determined based on the schedules for various transportation projects. For 2015 and 2016, a project to replace approximately 9,000 feet of 18 to 24 inch gravity sewer line from Crossover Road to the 30 inch line located near the confluence of Zion Road/Kitty Creek and Mud Creek is being requested to increase capacity for future growth. 2015 - Replacing approximately 1,000 feet of pipe from Stadium Drive to Razorback Road.

Effect on Operations:

N/A

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Project Title: Water/Sewer Equipment Expansions

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 7

Project #: 13019

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	150,000
2016		145,000
2017		168,000
2018		21,000
2019		20,000
Total	\$	504,000

Description:

This project is for expansion equipment for the Water/Sewer Operations Division. The list includes a tandem axle dump truck, leak detection equipment, a bulldozer, an upgraded inventory bar code system, a boring machine, a powered wheel barrel, a light tower, skid steer attachments, new equipment to meet evolving stormwater regulations, and other equipment as identified through time.

Scheduled Implementation:

Active Project

Expansions will be phased through several years as needed. 2015 - tandem axle dump truck and leak detection equipment. 2016 - bulldozer and upgraded inventory bar code system. 2017 - powered wheel barrel. 2018 - light tower and skid steer attachments. 2019 - skid steer attachments.

Effect on Operations:

Motor pool charges will increase as equipment is added.

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Project Title: Water Storage & Pump Station Maintenance

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 9

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	85,000
2016		-
2017		-
2018		-
2019		-
Total	\$	85,000

Description:

This project is for the maintenance of system wide water pump stations and grounds. The pump station roofs, buildings and fencing need to be repaired and replaced. There is a need for meter and valve replacement. The ground tanks need power washing. New and upgraded generators are needed.

Scheduled Implementation:

New Project Request

The maintenance at the pump stations would be completed in 2015.

Effect on Operations:

N/A

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Project Title: Water System Rehabilitation/Replacement

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 10

Project #: 12009

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	2,095,000
2016		1,825,000
2017		2,055,000
2018		1,885,000
2019		2,065,000
Total	\$	9,925,000

Description:

This project provides for upgrading, replacing, or rehabilitating existing water infrastructure consisting of water storage, pumping, and distribution assets system wide. Specific work will be determined based on the need to stop leaks, reduce water loss, increase local or area flow and/or pressure in areas with insufficient capacity, in order to meet current and projected future domestic, commercial, and industrial flow, and fire flow demands. Projects may create loops, purchase easements, and replace or rehabilitate existing pipes, pump stations, and/or storage assets. This project may use water/sewer funds, impact fees and cost shares where appropriate.

Scheduled Implementation:

Active Project

This is an ongoing project that combines several previous similar projects. 2015: Mt. Sequoyah tank rehabilitation and Ed Edwards Road water line replacement and purchase of a boring machine. 2016: growth area line replacement, in-house water main construction and line replacement, City Lake Road line replacement. 2017-2018: water main extension from City Lake to Industrial Drive. 2019: in-house water main construction and line replacement. 2015-2019: replace galvanized pipe.

Effect on Operations:

N/A

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Project Title: Water Impact Fee Cost Sharing Projects

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 16

Project #: 04039

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	275,000
2016		200,000
2017		200,000
2018		200,000
2019		200,000
Total	\$	1,075,000

Description:

This project involves all cases where impact fees are used to cost share with and thus supplement other funding sources to increase capacity in either the water distribution, pumping and storage system or the wastewater collection and treatment system.

Scheduled Implementation:

Active Project

As needed.

Effect on Operations:

N/A

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Project Title: Business Office Improvements

Division: Billing & Collections (D520)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 13 **Project #:** 03038

Project Type: Replacement X **Timeframe:** On-Going
Expansion X

Project Cost		
2015	\$	20,000
2016		20,000
2017		20,000
2018		20,000
2019		20,000
Total	\$	100,000

Description:

This project is for various improvements in business office hardware, software, communications, computers, safety features, and office configuration. Examples of specific improvements include the purchase of advanced communications capability to improve customer service and employee efficiency. This project should leverage technological improvements.

Scheduled Implementation:

Active Project

This is an ongoing project aimed at making continuous deliberate improvements. In 2014, improvements to the receipting of monies taken in by customer service representatives have been made. New cashier drawers, receipt printers and hand held scanners have been purchased. In 2015 new work stations are needed in the call center to help with the sound and back talk within the call center room.

Effect on Operations:

N/A

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Project Title: Utilities Technology Improvements

Division: Billing & Collections (D520)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 15

Project #: 00000

Project Type: Replacement ☐
Expansion ☒

Timeframe: On-Going

Project Cost		
2015	\$	12,000
2016		20,000
2017		20,000
2018		20,000
2019		30,000
Total	\$	102,000

Description:

The purpose of this project is to upgrade technology in the W/S Business Office. This will include hardware and software for customer swipe and pay stations at each of the cash registers and a new customer counter, kiosks and software for customer self services applications, and a camera surveillance system.

Scheduled Implementation:

Active Project

This is an ongoing project. New cash drawers, receipt printers and scanners have been purchased and are in use. Kiosks for the deposit area are being researched. In 2014, an internet based credit card processing system is being installed and new card swipers are being installed at the cashier stations. In 2015 - 2016, kiosks for the customer service deposit center will be installed and in service. Technology improvements at the water/sewer operations center.

Effect on Operations:

N/A

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Project Title: Water Meters

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 11 **Project #:** 02065

Project Type: Replacement X **Timeframe:** On-Going
 Expansion X

Project Cost		
2015	\$	315,000
2016		325,000
2017		325,000
2018		325,000
2019		325,000
Total	\$	1,615,000

Description:

This project is for the replacement of old water meters that are no longer repairable, expansion meters for new water service, and for purchasing new meters with technological advancements over older style meters. The hand held and remote style meter reading mechanisms will be replaced in addition to the meters themselves.

Scheduled Implementation:

Active Project

This is an ongoing project that allows gradual replacement and upgrading of the meter reading system with a distributed capital and operational cost.

Effect on Operations:

N/A

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Project Title: Water/Sewer Building and Office Improvements

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 14

Project #: 00000

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	170,000
2016		50,000
2017		50,000
2018		50,000
2019		50,000
Total	\$	370,000

Description:

This project is for structural maintenance, repair, and replacement of the existing water/sewer operations building and also any water/sewer operations office improvements that need to be done.

Scheduled Implementation:

New Project Request

In 2015 a new heated building for the vac-truck and other equipment and additional bunkers for material storage to keep materials out of the weather will be built.

Effect on Operations:

N/A

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Project Title: Water & Sewer Rate/Operations Study

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 17

Project #: 02064

Project Type: Replacement ☒ X
Expansion ☐

Timeframe: On-Going

Project Cost		
2015	\$	30,000
2016		-
2017		170,000
2018		-
2019		-
Total	\$	200,000

Description:

This project is to conduct a water and sewer rate study, which is required every three to five years.

Scheduled Implementation:

Active Project

This project should be initiated in the end of 2014 and completed in 2015. Another rate study will be initiated in the end of 2017 and be completed in 2018.

Effect on Operations:

N/A

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Project Title: Backflow Prevention Assemblies

Division: Water & Sewer Maintenance (D910)

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 18

Project #: 02066

Project Type: Replacement X
Expansion X

Timeframe: On-Going

Project Cost		
2015	\$	10,000
2016		10,000
2017		10,000
2018		10,000
2019		10,000
Total	\$	50,000

Description:

This project is for installation and/or replacement of backflow prevention assemblies on city facilities to meet requirements from city ordinances and the Arkansas Department of Health regulations.

Scheduled Implementation:

Active Project

This is an ongoing and continuous project.

Effect on Operations:

N/A

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Project Title: Solid Waste Office & Trans Station Exp

Division: Recycling & Trash Collection (D920)

Funding: 5500 - Solid Waste

Category: Solid Waste Improvements

Rank: 1

Project #: 13021

Project Type: Replacement X
Expansion X

Timeframe: Multi Year

Project Cost		
2015	\$	1,500,000
2016		-
2017		-
2018		-
2019		-
Total	\$	1,500,000

Description:

This project is for the expansion of the transfer station. The existing transfer station was built in 1996 so repairs and modifications will be needed in the future. The expansion would occur if a new recycling facility were built. A new roof for the facility is needed due to leaks and expansion would include a new floor, deconstruction and electrical replacement, new pumping system, and new walls and door.

Scheduled Implementation:

Active Project

When final engineering and construction plans are submitted and approved, the construction process can begin.

Effect on Operations:

This project will facilitate and enhance overall operations for office and operational staff. Current facilities are inadequate for optimal function and service.

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Project Title: Container Maintenance Building Upgrade

Division: Recycling & Trash Collection (D920)

Funding: 5500 - Solid Waste

Category: Solid Waste Improvements

Rank: 2

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Single Year

Project Cost		
2015	\$	25,000
2016		-
2017		-
2018		-
2019		-
Total	\$	25,000

Description:

This project is for the purchase and installation of gas radiant heaters in the existing compost facility container maintenance building. This would also require the installation of natural gas service to the structure.

Scheduled Implementation:

New Project Request

Replacing existing electric space heaters with gas radiant heaters is estimated to cost \$12,000. To provide gas radiant heat requires extending natural gas service to the building which is estimated at \$9,000. This project is tentatively scheduled to be completed during the first quarter of 2015.

Effect on Operations:

This project should significantly lower utility costs.

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Project Title: Solid Waste Containers

Division: Recycling & Trash Collection (D920)

Funding: 5500 - Solid Waste

Category: Solid Waste Improvements

Rank: 3

Project #: 00000

Project Type: Replacement ☒
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	100,000
2016		100,000
2017		50,000
2018		50,000
2019		50,000
Total	\$	350,000

Description:

This project is for the purchase of 20, 30, and 40 cubic yard open top containers.

Scheduled Implementation:

New Project Request

Containers will be purchased as needed due to customer demand.

Effect on Operations:

This project will promote ongoing efforts to maintain an adequate supply of containers for customers and provide replacements for damaged containers.

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Project Title: Solid Waste Compactors

Division: Recycling & Trash Collection (D920)

Funding: 5500 - Recycling & Trash Collection

Category: Solid Waste Improvements

Rank: 4

Project #: 10001

Project Type: Replacement ☐
Expansion ☒

Timeframe: Multi Year

Project Cost		
2015	\$	134,000
2016		138,000
2017		142,000
2018		146,000
2019		150,000
Total	\$	710,000

Description:

This project is for the purchase of compactors. The drop box program utilizes compactor boxes to efficiently handle solid waste from large quantity generators. Compactor boxes decrease the frequency of collection and are serviced with existing drop box trucks. Aesthetics are improved by having a compactor as opposed to multiple dumpsters to service.

Scheduled Implementation:

Active Project

Five additional compactors are budgeted each year through 2019 to provide new service or replacement of aging units.

Effect on Operations:

Increased drop box program business will create additional revenue.

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Project Title: Airport Lighting Improvements

Division: Aviation (D810)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 1

Project #: 00000

Project Type: Replacement ☒ Expansion ☐

Timeframe: Multi Year

Project Cost		
2015	\$	20,000
2016		20,000
2017		20,000
2018		20,000
2019		-
Total	\$	80,000

Description:

This project will replace outdated and inefficient lighting at Drake Field Airport in multiple locations. Walk-thru assessments were performed to identify possible energy efficiency and opportunities. New LED lighting were noted for the tarmac, parking lot, T-hangers, FBO hanger and roadway Lighting. The lighting improvements are eligible for \$22,500 worth of utility incentives. The estimated energy savings for the installation of all recommended upgrades is approximately \$12,000 per year. The additional benefit of completing these lighting upgrades is reduction in maintenance costs of the outdated lighting.

Scheduled Implementation:

New Project Request

Improvements with the greatest payback will be completed first. Lighting replacement will start in the Summer of 2014 with the tarmac. Followed by the FBO hanger, parking lot lighting, roadway lighting and T-hanger lighting.

Effect on Operations:

Reduced electricity cost and reduced maintenance costs and time spent repairing outdated lighting.

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Project Title: Airport Boiler Improvements

Division: Aviation (D810)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 2

Project #: 00000

Project Type: Replacement X
Expansion

Timeframe: Multi Year

Project Cost		
2015	\$	25,000
2016		25,000
2017		25,000
2018		-
2019		-
Total	\$	75,000

Description:

This project will replace one of the outdated boilers with new equipment as the Drake Field Airport currently has two boilers that are nearing the end of their useful life. The other boiler would remain as a back-up. Preliminary estimates for a new 94% efficient 1.5 MMBTU boiler are \$50,000 - \$75,000. The project is eligible for a \$6,000 incentive from Source Gas. The new boiler would save approximately 2,000 therms or \$1,200 per year (not including maintenance costs).

Scheduled Implementation:

New Project Request

Improvements should be completed within the next five years as this equipment is nearing the end of its useful life. The proposed budget allocates total funds necessary for replacement over three years (2015 - 2017).

Effect on Operations:

Reduced utility cost and reduced maintenance costs associated with time spent repairing outdated equipment.

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CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

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2015-2019 Capital Improvements Plan (CIP)
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Project Title: Airport Fire Sprinkler Repl White Hangar

Division: Aviation (D810)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 3

Project #: 13027

Project Type: Replacement ☒ Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	75,000
2016		-
2017		-
2018		-
2019		-
Total	\$	75,000

Description:

The project is to replace the fire protection sprinkler system in the historic White Hangar. The existing system has been in a deteriorated condition for at least a decade. Repairs have been made as needed, fixing leaks and replacing sections of piping and the system is tested regularly to ensure its functioning. However, due to its obsolete design as a "dry system," the piping is corroded throughout. The leaks and breaks that have occurred in the piping are almost exclusively due to this corrosion of the steel piping. The building is a unique historic structure that should be preserved. The fire protection sprinkler system is integral to protecting the building and its contents.

Scheduled Implementation:

Active Project

The project is tentatively scheduled to begin mid to late 2015 with completion likely within 90 days of initiating the project.

Effect on Operations:

Reduced maintenance and repair costs.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Airport Self Serve Station Upgrade

Division: Aviation (D810)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 4

Project #: 13026

Project Type: Replacement ☒ X
Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	-
2016		12,000
2017		-
2018		-
2019		-
Total	\$	12,000

Description:

The project will provide for replacing the existing fuel dispensers with two new digital meter/dispensers. The purpose of the project is to modernize the existing facility with newer more reliable technology. The existing pump cabinets are marginally functional. There are ongoing issues with the accuracy of the old-style mechanical computer. Updated equipment would be desirable for reliability, functionality and facility appearance, if the financial resources needed were available.

Scheduled Implementation:

Active Project

The project is tentatively scheduled to begin early 2016 with completion likely within 90 days of initiating the project.

Effect on Operations:

Reduction of maintenance and repair, and inventory loss expense of the existing equipment.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Airport Roof Replacements

Division: Aviation (D810)

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 5

Project #: 13025

Project Type: Replacement ☒ Expansion ☐

Timeframe: Single Year

Project Cost		
2015	\$	110,000
2016		-
2017		-
2018		-
2019		-
Total	\$	110,000

Description:

The project will be for replacing the flat roof membrane on the buildings currently occupied by the Arkansas Air & Military Museum and the FAA Facilities Maintenance. These buildings were the original brick terminal and boarding area structures constructed in the 1960s. The roof membrane of both buildings appears to be original construction that was coated with an elastomeric material after leaks developed. Airport maintenance has performed spot maintenance to repair leaks but leaks continue to occur and the membranes exhibit significant deterioration such that new roofs are warranted. The project will also provide for replacing or refurbishing the standing seam metal roof on the buildings are currently occupied by tenants, Devol Aviation Aircraft Maintenance and Wings Inc. Avionics shop.

Scheduled Implementation:

Active Project

The project is tentatively scheduled to begin mid 2015 with completion likely within 90 days of initiating the project. The project requires an outside funding source. Grant funding for building maintenance projects is not typically provided by the Arkansas Department of Aeronautics, however, since these buildings house aviation businesses and provide rental revenue to the airport, a request will be made to the agency.

Effect on Operations:

Reduced repair and maintenance costs.

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B. 2
2015-2019 Capital Improvements Plan (CIP)
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Project Title: Fleet - Police / Passenger Vehicles

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 1

Project #: 02081

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	346,000
2016		286,000
2017		232,000
2018		294,000
2019		295,000
Total	\$	1,453,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2015 - 1 small SUV, sedan, 6 police vehicles, 2 motorcycles

2016 - 2 sedans, 1 mid-size SUV, 5 police vehicles

2017 - 1 sedan, 3 mid-size SUV's, 2 police vehicles, 1 motorcycle

2018 - 1 sedan, 3 mid-size SUV's, 5 police vehicles

2019 - 2 sedans, 6 police vehicles

Effect on Operations:

All vehicles to be replaced in 2015 are paying motor pool charges in 2014 so there will be no noticeable effect on funds.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Fleet - Solid Waste Vehicles / Equipment

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 2

Project #: 02082

Project Type: Replacement ☒ Expansion ☐

Timeframe: On-Going

Project Cost		
2015	\$	860,000
2016		755,000
2017		990,000
2018		1,166,000
2019		792,000
Total	\$	4,563,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2015 - 1 rear load trash truck, 2 recycle trucks, 1 front load trash truck

2016 - 2 recycle trucks, 1 container carrier truck, 1 front load trash truck

2017 - 3 recycle trucks, 2 roll off trucks

2018 - 3 recycle trucks, 2 automated side load trash trucks

2019 - 1 roll off truck, 2 automated side load trash trucks

Effect on Operations:

For 2015, replacement charges will increase for the Recycling and Trash Collection Division by \$12,063 for units 482 and 493.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Fleet - Construction Equipment

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 3

Project #: 02077

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	356,000
2016		255,000
2017		140,000
2018		260,000
2019		-
Total	\$	1,011,000

Description:

The purpose of this project is to replace obsolete or high maintenance construction equipment which is no longer suited for regular line service.

Scheduled Implementation:

Active Project

The following are scheduled for replacement:

2015 - 1 large truck mounted excavator

2016 - 4 compact track excavators

2017 - 1 medium track excavator

2018 - 1 dozer

2019 - none

Effect on Operations:

For 2015, replacement charges will increase for the Transportation Division by \$31,372 for unit 813.

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2015-2019 Capital Improvements Plan (CIP)
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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)

Project Title: Fleet - Backhoes / Loaders

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 4

Project #: 02076

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	593,000
2016		504,000
2017		389,000
2018		-
2019		102,000
Total	\$	1,588,000

Description:

The purpose of this project is to replace obsolete or high maintenance backhoes or loaders which are no longer suited for regular line service.

Scheduled Implementation:

Active Project

The following are scheduled for replacement:

2015 - 3 Backhoes, 4 attachments, 2 loaders, 1 toolcat, 1 skid steer loader

2016 - 2 Backhoes, 2 Loaders,

2017 - 3 Backhoes, 1 skid steer loader

2018 - none

2019 - 1 skid steer loader, 1 track loader

Effect on Operations:

All vehicles to be replaced in 2015 are paying motor pool charges in 2014 so there will be no noticeable effect on funds.

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Project Title: Fleet - Heavy Utility Vehicles

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 5

Project #: 02079

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	386,000
2016		384,000
2017		664,000
2018		278,000
2019		280,000
Total	\$	1,992,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled replacements:

2015 - 3 dump trucks

2016 - 3 dump trucks

2017 - 1 semi truck, 3 dump trucks, 1 flatbed truck w/ knuckleboom

2018 - 2 dump trucks

2019 - 2 dump trucks

Effect on Operations:

All vehicles to be replaced in 2015 are paying motor pool charges in 2014 so there will be no noticeable effect on funds.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Fleet - Tractors / Mowers

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 6 **Project #:** 02083

Project Type: Replacement X **Timeframe:** On-Going
Expansion

Project Cost		
2015	\$	375,000
2016		85,000
2017		243,000
2018		257,000
2019		364,000
Total	\$	1,324,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for service.

Scheduled Implementation:

Active Project

Scheduled replacements:

2015 - 2 small and 3 large tractors, 2 brush hogs, 4 zero turn mowers
 2016 - 3 zero turn mowers, 1 spreader
 2017 - 1 large tractor, 2 litter conveyors, 1 wheel rake, 5 zero turn mowers
 2018 - 1 large tractor, 3 zero turn mowers, 1 mower conditioner, 1 round hay baler, 1 brush hog
 2019 - 2 tractors, 1 large square baler, 1 small round baler, 1 brush hog, 1 slope and 3 zero turn mowers

Effect on Operations:

For 2015 replacement charges will increase for the Parks & Recreation Department by \$6,468 for units 5017, 5018, 5019, and 5020) the Water & Sewer Division by \$8,916 for units 551 and 564 located at WWTP, and the Transportation Division by \$8,880 for unit 579.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Fleet - Light / Medium Utility Vehicles

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 7

Project #: 02078

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	568,000
2016		901,000
2017		517,000
2018		510,000
2019		530,000
Total	\$	3,026,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled replacements:

2015 - 17 trucks

2016 - 21 trucks

2017 - 14 trucks

2018 - 12 trucks

2019 - 14 trucks

Effect on Operations:

For 2015 replacement charges will increase for the Police Department by \$1,668 for unit 2037 and for the Engineering Division by \$612 for unit 2049.

CITY OF FAYETTEVILLE, ARKANSAS
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Project Title: Fleet - Other Vehicles / Equipment

Division: Fleet Operations (D830)

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 8

Project #: 02080

Project Type: Replacement X
Expansion

Timeframe: On-Going

Project Cost		
2015	\$	233,000
2016		772,000
2017		709,000
2018		474,000
2019		360,000
Total	\$	2,548,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles and equipment which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled replacements

2015 -2 spreaders, 2 compressors, 1 each sweeper, generator, chipper, forklift, trailer

2016 -4 trailers, 4 snowplows, 2 spreaders, 1 sweeper, miscellaneous equipment

2017 -5 trailers, 2 spreaders, 1 each roller, forklift, grinder, paver

2018 - 1 each bucket machine, curber, power buggy, sewer cleaner truck

2019 -2 gators, 2 plows, 2 spreaders, 1 each UTV, roller, straw blower, 6" pump

Effect on Operations:

2015 replacement charges will increase for the Transportation Division by \$2,620 for unit 88, the Recycling and Trash Collection Division by \$2,364 for unit 9058, and the Police Department by \$936 for unit 9029.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
UNFUNDED PROJECTS

Category	Unfunded 2015-2019
Fire Improvements	
<u>Fire Station #2 - Replacement/Expansion</u>	
This project is for the replacement of Fire Station #2 at 708 North Garland. This station was built in 1968 and has reached its life expectancy. The increasing call volume on campus indicates the need for an additional fire company and an ambulance located at Fire Station 2. Response times will be improved to multiple simultaneous calls in the campus area due to additional fire and EMS units. The University of Arkansas is also the most frequent user of the hazardous materials unit, which can also be located at Station 2. In addition, most of the high rise residential occupancy buildings are located on campus creating Fayetteville's most critical target hazard area, indicating the need for an aerial apparatus.	\$ 4,772,000
Fire Improvements Total	4,772,000
Information Technology Improvements	
<u>Wide Area Network (WAN) Connectivity</u>	
This project is to provide funding to construct a fiber optic ring for our Wide Area Network (WAN). This fiber would connect all major divisions therefore reducing the need for contract telco services and increasing productivity. As technology grows, the need for more and more bandwidth increases. The fiber ring would connect the City Administration building to the Airport, Airport to Water & Sewer, Water & Sewer to Parks & Recreation, Recycling and Trash, and the Transportation facilities, and finally back to the City Administration building.	2,220,000
Information Technology Improvements Total	2,220,000
Library Improvements	
<u>Library Computer Replacements</u>	
This project is to provide new and/or upgraded technology infrastructure and services to library staff and patrons. Technology replacement cycle is typically five (5) years or less depending upon utilization. The project includes but is not limited to: all personal computing stations (staff and public); circulating technology equipment including laptops, iPads, and DVD players; server infrastructure; 88 cameras; 55 phones; networking equipment; Starr Island learning stations consisting of six touch screen systems; and various pieces of trending digital equipment for a patron technology innovation center/maker space. In addition to the \$372,000 funded in the 2015-2019 period, there is \$56,000 in funding on the unfunded project list.	56,000
<u>Library Facility Maintenance</u>	
This project is to install door openers on all public bathroom doors for ADA compliance, replace compressors and balance the fans in HVAC units, and resurface all the cork flooring. At the time of construction, disabled accessibility for shared public bathrooms was not required because one ADA compliant bathroom was provided. Installing openers will place the library in compliance with ADA and reduce complaints. The HVAC units are approaching 11 years of service and have been out of warranty for five years. There is a total of eight (8) circuits and 16 compressors to replace. The imbalance in the fans is causing vibration in the building causing the motors to wear out faster and could cause fatigue in many other building structure components. The cork floor's protective coating has worn off making it vulnerable to rapid wear and damage. The repair includes sanding and recoating with a protective finish.	194,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
UNFUNDED PROJECTS

Category	Unfunded 2015-2019
<u>Library Integrated System Installation & Maintenance</u>	
This project is to ensure that the FPL has responsibly planned for increased costs for the use and maintenance of the Intergraded Library System (ILS) for patron services that includes maintenance fees, possible upgrade and/or installation costs, and the purchase of additional products. The ILS includes not only the online public access catalog but also acquisitions, circulation, serials, and patron databases. All library materials and transactions are managed through this catalog (checkout and return of library materials, downloadable books and audio, patron registration, cataloging, interlibrary loans, and management of fees.) The ILS vendor was recently purchased by a competitor, meaning the ILS platform will likely change. This could necessitate installation of an entirely new platform and the library cannot function without the ILS.	1,043,000
<u>Library Materials Purchases</u>	
The project provides library materials including fiction, non-fiction, reference, music and video cd's, and periodicals. Fiction and non-fiction materials are provided in hardback and ebook formats. The total library material collection size is approximately 270,000 items with items added on a monthly basis. The Fayetteville Public Library seeks to provide a collection of materials that is commensurate with benchmark cities (Lawrence, Kansas; Ames, Iowa; Champaign, IL; Denton Texas; and, Iowa City, Iowa) as well as the national average for cities 50,000 to 99,000. During 2012 and 2013 over 1.3 million items were checked out. Additionally, library collections are moving more toward digital materials which places more pressure on the materials budget. In addition to the \$2,350,000 funded in the 2015-2019 period, there is \$97,000 in funding on the unfunded project list.	97,000
<u>Library OCLC MARC Record Project</u>	
This project is to acquire the Online Computer Library Center's (OCLC) records and to automatically update FPL's records in the OCLC database at the time of purchase. FPL is a member of OCLC, an organization that enables borrowing and lending of library materials worldwide. FPL's contract with OCLC requires maintaining records of all materials in OCLC's database. These records allow library patrons in Fayetteville and worldwide to locate and borrow materials. This project is also to contract with the OCLC to update existing records in order for all of FPL's materials to be available for lending to OCLC member libraries. FPL's contract with OCLC requires maintaining records of all materials in OCLC's database.	575,000
Library Improvements Total	1,965,000
Parks & Recreation Improvements	
<u>Gulley Park Improvements</u>	
Gulley Park is one of the City's flagship parks and is utilized by thousands of residents each year. The existing facilities and pavilions in particular are heavily used for various gatherings. The pavilions were reserved 402 times in 2013. The addition of a pavilion and restrooms on the west side of the park would greatly enhance the user experience and accommodate more users.	275,000
<u>Regional Park Development</u>	
This project is for the development of the Regional Park which includes constructing soccer, softball and baseball fields, playgrounds, pavilions, trails, volleyball, tennis and basketball courts, parking, roads, landscaping, an amphitheater and more. A bond was passed in 2013 to allocate \$3.5 million of HMR funds for the construction of the park. In addition to the \$457,000 funded in the 2015-2019 period, there is \$20,182,000 in funding on the unfunded project list.	20,182,000
Parks & Recreation Improvements Total	20,457,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
UNFUNDED PROJECTS

Category	Unfunded 2015-2019
Police Improvements	
<u>Police Armored Vehicle</u>	
This project is to purchase an armored vehicle for the Emergency Response Team (ERT) that will have enough room to transport at least twelve officers during call outs. The primary importance of an armored vehicle is the ability to provide protection for the ERT members during high risk conflicts. The armored vehicle will allow the tactical team to evaluate and react when immersed in a high-threat environment. An armored vehicle can also be beneficial in natural disasters or citizen rescue missions.	200,000
<u>Police Headquarters Building</u>	
This project is to construct a new police headquarters building. The current facility is overcrowded, has poor public access, and high maintenance costs. A needs study was completed in 2004 noting the police facility should be 66,000 square feet. The current facility is 24,000 square feet.	22,125,000
<u>Police Specialized Equipment</u>	
This project is to replace outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, bicycle replacement, wireless remote surveillance cameras, crisis negotiation throw phone, portable speed display signs for use in school zones, radar units, a total station system for accident reconstruction, tasers, and other items used in police operations. This type of project is necessary to the efficient, on-going, and safe operations of the Police Department. The purchase of two hybrid UTV's to patrol the City's multi-use trails and a self-contained, temporary surveillance system that provides an additional measure of monitoring and safety for officers and the public in trouble spots, collisions, inclement weather, special events and traffic flow problems were unfunded.	90,000
<u>Police Unmanned Ground Vehicle</u>	
This project is to purchase an unmanned ground vehicle (UGV) that operates while in contact with the ground and without an onboard human presence. UGVs can be used for many applications where it may be inconvenient, dangerous, or impossible to have an officer present. Some examples of UGV use are tactical surveillance, hostage negotiations, and hazardous evaluation.	41,000
<u>Radio System Replacement - Citywide</u>	
This project is to begin accruing funds for city wide radio replacements. The last city wide radio project was completed in 2011. Radio systems after several years start experiencing problems with equipment failures due to the age of the equipment and acquiring parts is problematic as the system degrades. These systems are costly so it is important to start planning now for future replacement.	2,100,000
Police Improvements Total	24,556,000

CITY OF FAYETTEVILLE, ARKANSAS
 CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
 UNFUNDED PROJECTS

Category	Unfunded 2015-2019
Transportation Improvements	
<u>In-House Pavement Improvements</u>	
This project provides resources for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. The goal of this project is to overlay a minimum of nine (9) miles of asphalt each year. Overlaying each street within a 15 year cycle is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. Micro surfacing has been introduced as a pavement preservation method to extend the life of existing asphalt streets and providing maintenance of an additional six (6) miles of surface.	559,000
<u>Sidewalk Improvements</u>	
This project is to provide funding to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks. In addition to the \$6,750,000 funded in the 2015-2019 period, there is \$750,000 in funding on the unfunded project list. There is additional funding of \$250,000 for this project in the Sales Tax Capital Fund.	750,000
Transportation Improvements Total	<u>1,309,000</u>
Total - Unfunded	<u>\$ 55,279,000</u>

LISTING OF ACRONYMS

AC	Air Conditioning
ADA	Americans with Disabilities Act
ADEQ	Arkansas Department of Environmental Quality
ADH	Arkansas Department of Health
AED	Automated External Defibrillator
AHTD	Arkansas Highway Transportation Department
AMRR	Arkansas and Missouri Railroad
ARFF	Air Rescue and Fire Fighting
A/V	Audio/Visual
AVL	Automatic Vehicle Location
BMS	Bio-Solids Management Site
CAD	Computer Aided Dispatch
CIP	Capital Improvements Program
CMS	Content Management System
CPR	Cardiopulmonary Resuscitation
CPU	Central Processing Unit
DOT	Department of Transportation
ECM	Enterprise Content Management
EDMS	Electronic Document Management System
EPA	Environmental Protection Agency
ERP	Enterprise Response Planning
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Based Operator
FEMA	Federal Emergency Management Agency
FFD	Fayetteville Fire Department
FHWA	Federal Highway Administration
FPL	Fayetteville Public Library
FTE	Full-Time Equivalent
GA	General Aviation
GIS	Geographic Information System
GPS	Global Positioning System
HR	Human Resources
HMR	Hotel/Motel Restaurant Tax
HVAC	Heating, Ventilation, and Air Conditioning
IFS	Influent Pump Station
ILS	Integrated Library System

LISTING OF ACRONYMS, (continued)

IT.....	Information Technology
LAN	Local Area Network
LED.....	Light Emitting Diode
LEED.....	Low Energy Electron Diffraction
MCC.....	Motor Control
MCT	Mobile Computer Terminal
MDT	Mobile Date Terminal
MLK.....	Martin Luther King
MRF.....	Materials Recovery Facility
MUTCD.....	Manual on Uniform Traffic Control
MVR.....	Mobile Video Recorder
NPDES	National Pollutant Discharge Elimination System
NWA	Northwest Arkansas
NWARPC.....	Northwest Arkansas Regional Planning Commission
OCLC	Online Computer Library Center
PA	Public Address
PC	Personal Computer
PEG.....	Public/Education/Government
PCI DSS.....	Payment Card Industry Data Security Standard
ROW	Right-of-Way
SAN.....	Storage Area Network
SSMA.....	SQL Server Migration Assistant
SSO.....	Sanitary Sewer Overflow
SSRS.....	SQL Server Reporting Services
STP.....	Surface Transportation Program
UGV	Unmanned Ground Vehicle
UPS.....	Uninterruptible Power Source
UV	Ultra Violet
W/S	Water/Sewer
WAN	Wireless Area Network
WSIP.....	Wastewater Systems Improvement Project
WWTP	Wastewater Treatment Plant
YRCC.....	Yvonne Richardson Community Center

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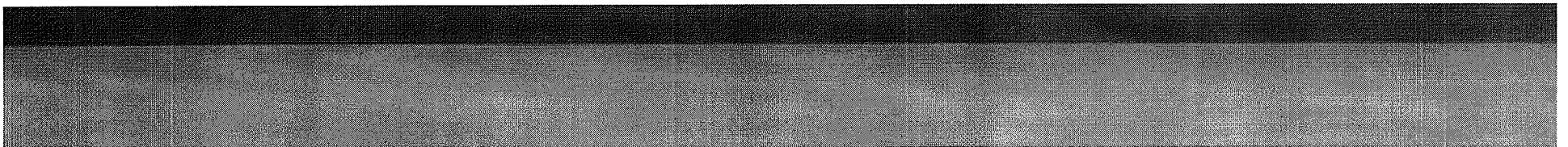
C.4 2015-2019 CIP

Handed out at agenda session



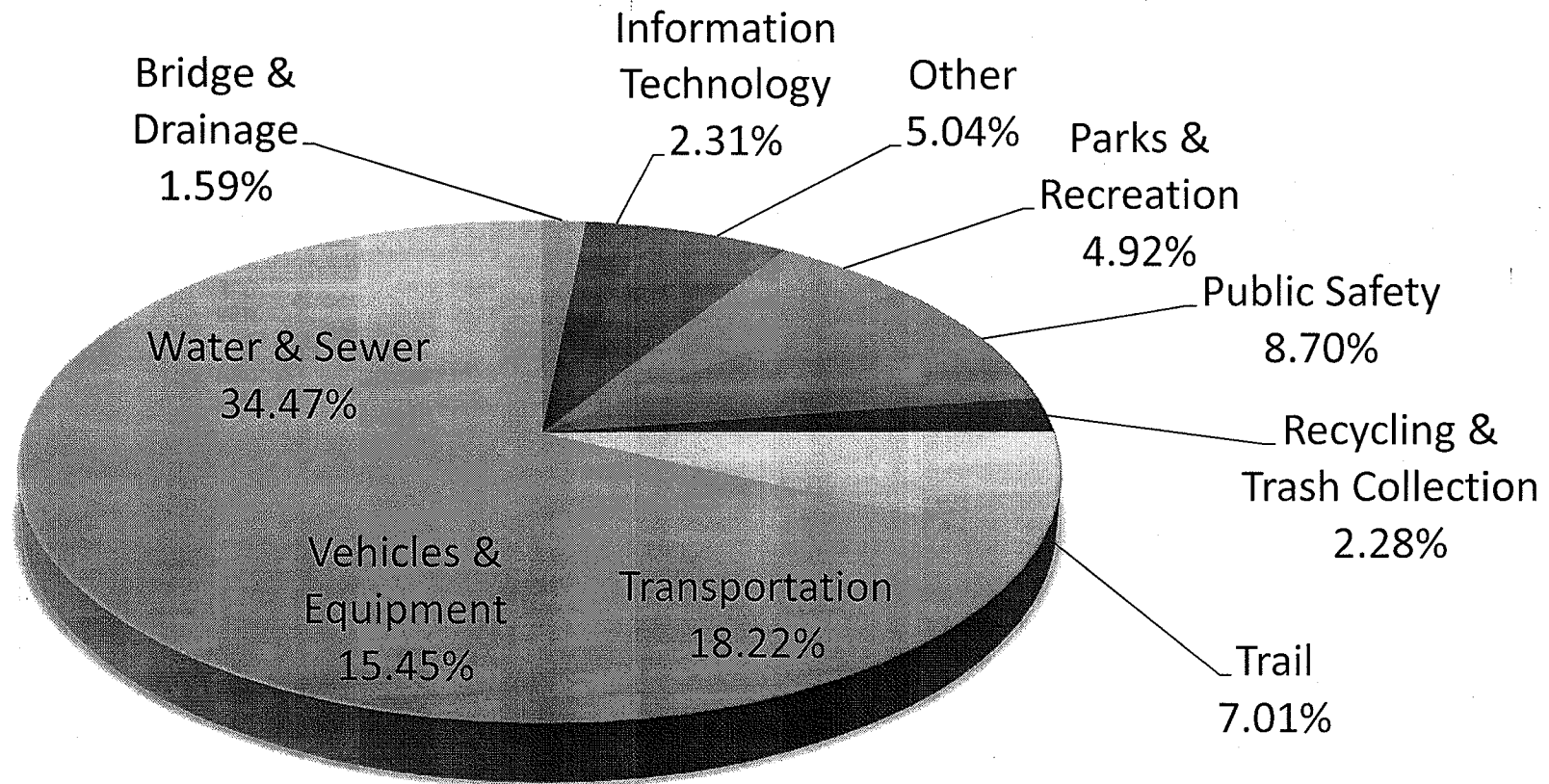
2015-2019 Five Year Capital Improvements Program

July 29, 2014



Capital Improvements Plan By Project Area – All Funds

\$113,320,000



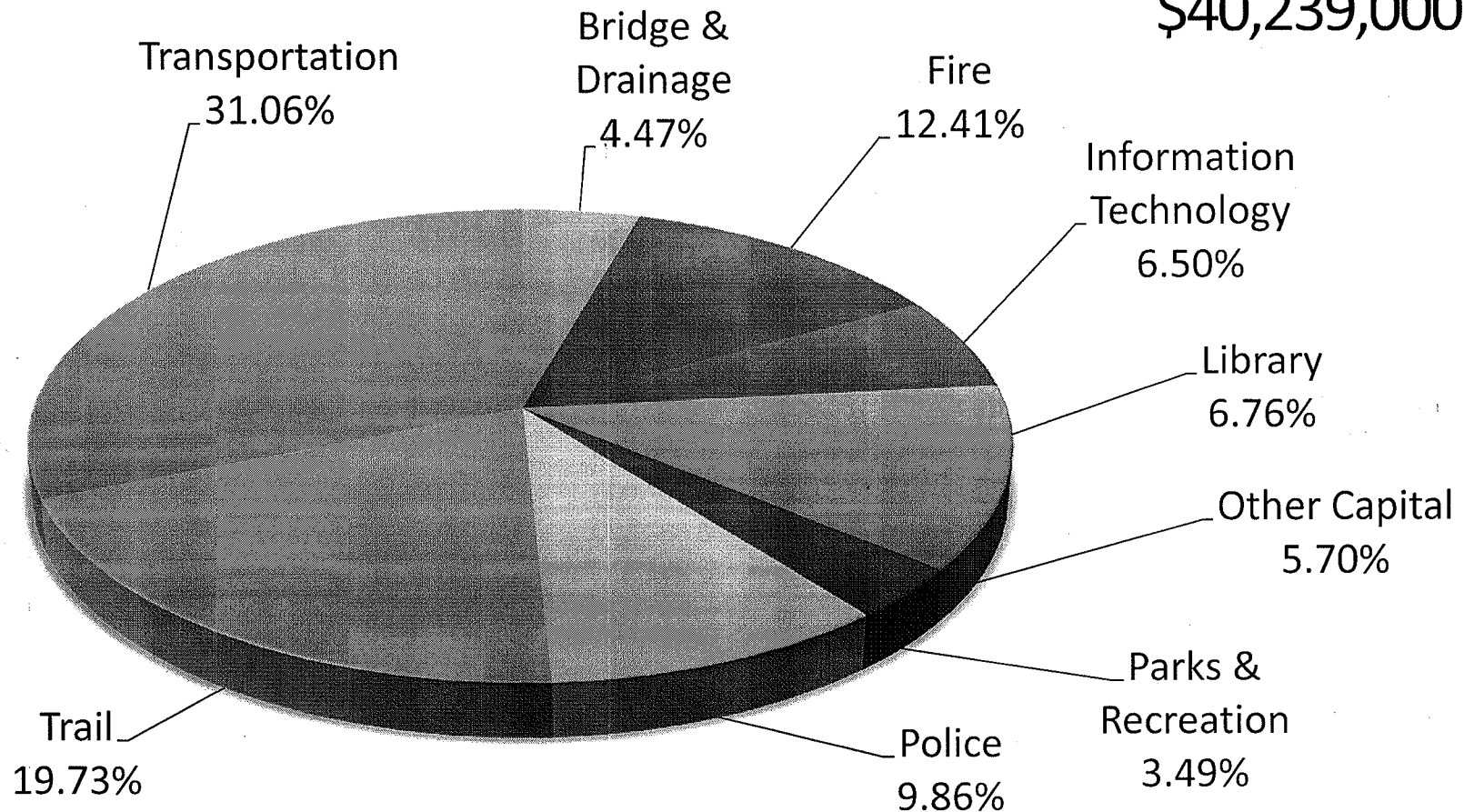
CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
By Project Area – All Sources

Project Area	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Other	1,425,000	1,232,000	1,056,000	1,051,000	952,000	5,716,000
Parks & Recreation	1,084,000	1,107,000	1,080,000	1,167,000	1,143,000	5,581,000
Public Safety	1,323,000	1,474,000	2,376,000	2,299,000	2,391,000	9,863,000
Recycling/Trash	1,759,000	238,000	192,000	196,000	200,000	2,585,000
Street	350,000	100,000	100,000	100,000	100,000	750,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	4,042,000	3,802,000	3,907,000	4,016,000	4,133,000	19,900,000
Vehicles & Equipment	3,717,000	3,942,000	3,884,000	3,239,000	2,723,000	17,505,000
Water & Sewer	10,499,000	8,005,000	7,438,000	6,966,000	6,155,000	39,063,000
Total	\$ 27,196,000	\$ 22,640,000	\$ 22,228,000	\$ 21,234,000	\$ 20,022,000	\$ 113,320,000

Capital Improvements Plan

Sales Tax Capital Improvements Fund

\$40,239,000



CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Sales Tax Capital Improvements Funding – by Project Category

Project Category	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
Bridge & Drainage	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,800,000
Fire	643,000	627,000	1,550,000	1,063,000	1,111,000	4,994,000
Information Technology	697,000	880,000	335,000	340,000	365,000	2,617,000
Library	441,000	525,000	519,000	615,000	622,000	2,722,000
Other Capital	684,000	580,000	422,000	346,000	260,000	2,292,000
Parks & Recreation	167,000	258,000	280,000	378,000	322,000	1,405,000
Police	510,000	672,000	646,000	1,051,000	1,090,000	3,969,000
Trail	1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
Transportation	2,242,000	2,402,000	2,507,000	2,616,000	2,733,000	12,500,000
Total	\$ 7,684,000	\$ 7,804,000	\$ 8,119,000	\$ 8,269,000	\$ 8,363,000	\$ 40,239,000

CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Funding Source / Category / Division	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Total 2015-2019
2100 - STREET:						
<u>Transportation Improvements</u>						
Engineering (D610)						
Willow Bend Development Cost Share	500,000	500,000	0	0	0	1,000,000
Transportation (D800)						
Sidewalk Improvements	1,250,000	1,000,000	1,500,000	1,500,000	1,500,000	6,750,000
Winter Weather Operations Center	400,000	0	0	0	0	400,000
Street - Total	<u>2,150,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>8,150,000</u>
2130 - PARKING:						
<u>Other Capital Improvements</u>						
Parking & Telecommunications (D840)						
Parking Lot Improvements and Overlays	25,000	25,000	25,000	25,000	25,000	125,000
Spring Street Parking Deck Improvements	25,000	25,000	25,000	25,000	25,000	125,000
Meadow Street Parking Deck Improvements	20,000	20,000	20,000	20,000	20,000	100,000
Parking - Total	<u>70,000</u>	<u>70,000</u>	<u>70,000</u>	<u>70,000</u>	<u>70,000</u>	<u>350,000</u>
2250 - PARKS DEVELOPMENT:						
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (D460)						
Regional Park Development	217,000	120,000	120,000	0	0	457,000
Community Park Improvements	700,000	729,000	680,000	789,000	821,000	3,719,000
Parks Development - Total	<u>917,000</u>	<u>849,000</u>	<u>800,000</u>	<u>789,000</u>	<u>821,000</u>	<u>4,176,000</u>

CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

2300 - IMPACT FEE:

Fire Improvements

Fire Department (D300)

Fire Impact Fee Improvements

80,000	83,000	86,000	89,000	92,000	430,000
80,000	83,000	86,000	89,000	92,000	430,000

Police Improvements

Police (D200)

Police Impact Fee Improvements

90,000	92,000	94,000	96,000	98,000	470,000
90,000	92,000	94,000	96,000	98,000	470,000

Water & Sewer Improvements

Utilities Director (D900)

Wastewater Impact Fee Improvements

Water Impact Fee Improvements

400,000	400,000	400,000	400,000	400,000	2,000,000
500,000	500,000	500,000	500,000	500,000	2,500,000
900,000	900,000	900,000	900,000	900,000	4,500,000

Impact Fee - Total

1,070,000	1,075,000	1,080,000	1,085,000	1,090,000	5,400,000
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CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

4470 - SALES TAX CAPITAL IMPROVEMENTS:

Bridge & Drainage Improvements

Engineering (D610)

Stormwater Quality Management	200,000	200,000	200,000	200,000	200,000	1,000,000
Other Drainage Improvements	160,000	160,000	160,000	160,000	160,000	800,000
	<u>360,000</u>	<u>360,000</u>	<u>360,000</u>	<u>360,000</u>	<u>360,000</u>	<u>1,800,000</u>

Fire Improvements

Fire Department (D300)

Fire Apparatus Replacements	432,000	432,000	1,347,000	865,000	924,000	4,000,000
Fire Mobile Radios	36,000	0	0	0	0	36,000
Firefighter Safety Equipment	0	30,000	38,000	8,000	17,000	93,000
Fire Facility Maintenance	125,000	125,000	125,000	150,000	150,000	675,000
Fire Information Technology Updates	50,000	40,000	40,000	40,000	20,000	190,000
	<u>643,000</u>	<u>627,000</u>	<u>1,550,000</u>	<u>1,063,000</u>	<u>1,111,000</u>	<u>4,994,000</u>

Information Technology Improvements

Information Technology (D440)

Local Area Network (LAN) Upgrades	135,000	135,000	125,000	125,000	150,000	670,000
Storage Area Network (SAN)	70,000	200,000	40,000	40,000	40,000	390,000
Microcomputer / Printer Replacements	87,000	60,000	75,000	60,000	75,000	357,000
Geographic Information System (GIS)	75,000	55,000	60,000	75,000	60,000	325,000
ERP Upgrade/Replacement	200,000	200,000	0	0	0	400,000
AccessFayetteville Technical Improvement	20,000	20,000	20,000	20,000	20,000	100,000
Document Management	45,000	15,000	15,000	20,000	20,000	115,000
Desktop Management System	30,000	0	0	0	0	30,000
Hansen Version 8 Upgrade	0	195,000	0	0	0	195,000
Web Security Filtering	35,000	0	0	0	0	35,000
	<u>697,000</u>	<u>880,000</u>	<u>335,000</u>	<u>340,000</u>	<u>365,000</u>	<u>2,617,000</u>

Library Improvements

Library (D150)

Library Materials Purchases	406,000	425,000	489,000	506,000	524,000	2,350,000
Library Computer Replacements	35,000	100,000	30,000	109,000	98,000	372,000
	<u>441,000</u>	<u>525,000</u>	<u>519,000</u>	<u>615,000</u>	<u>622,000</u>	<u>2,722,000</u>

CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Other Capital Improvements

Animal Services (D650)

Animal Services Improvements	35,000	35,000	5,000	0	0	75,000
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Building Maintenance (D530)

Building Improvements	125,000	129,000	132,000	136,000	140,000	662,000
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City Clerk/Treasurer (D130)

City Clerk Document Management Equipment	44,000	0	45,000	0	0	89,000
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City Planning (D620)

Comprehensive Land Use Plan Update	0	100,000	0	0	0	100,000
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Planning Commission Tablet Replacements	0	6,000	0	0	0	6,000
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Development Services (D600)

Wayfinding Regional Signage Program	60,000	65,000	0	0	0	125,000
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Government Channel (D710)

Television Center Digital Conversion	100,000	0	0	0	0	100,000
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City Hall Audio-Visual Renovation	100,000	0	0	0	0	100,000
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Video Production Digital Server & Archive System	0	120,000	0	0	0	120,000
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Television Center Equipment	50,000	50,000	50,000	50,000	50,000	250,000
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Digital Signage Implementation	15,000	15,000	0	0	0	30,000
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Mayors Administration (D100)

Woolsey Homestead Historic Restoration Project	70,000	0	120,000	90,000	0	280,000
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Parking & Telecommunications (D840)

Telecommunication Systems Upgrades	35,000	10,000	20,000	20,000	20,000	105,000
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Parking Lot Improvements (City Employee)	10,000	10,000	10,000	10,000	10,000	50,000
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Sustainability & Resilience (D410)

Building Efficiency Improvements	40,000	40,000	40,000	40,000	40,000	200,000
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	<u>684,000</u>	<u>580,000</u>	<u>422,000</u>	<u>346,000</u>	<u>260,000</u>	<u>2,292,000</u>
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CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Parks & Recreation Improvements

Parks & Recreation (D460)

Tree Escrow	74,000	0	0	0	0	74,000
Safety and ADA	15,000	15,000	15,000	15,000	15,000	75,000
Forestry and Habitat Improvement	30,000	62,000	34,000	32,000	26,000	184,000
Park Paving Improvements	0	58,000	58,000	58,000	58,000	232,000
Parks & Recreation Master Plan	0	0	0	0	200,000	200,000
Lake Improvements	0	0	0	250,000	0	250,000
Lights of the Ozarks	23,000	23,000	23,000	23,000	23,000	115,000
Walker Park Senior Activity and Wellness Center	25,000	100,000	150,000	0	0	275,000
	<u>167,000</u>	<u>258,000</u>	<u>280,000</u>	<u>378,000</u>	<u>322,000</u>	<u>1,405,000</u>

Police Improvements

Police (D200)

Police Bulletproof Vests & Ballistic Protection	52,000	13,000	10,000	23,000	62,000	160,000
Police Weapon Replacement	8,000	14,000	40,000	0	0	62,000
Police Building Improvements	35,000	25,000	25,000	75,000	25,000	185,000
Police Unmarked Vehicles	78,000	83,000	83,000	54,000	102,000	400,000
Police Records Management System Improvements	150,000	150,000	0	0	0	300,000
Police Technology Improvements	15,000	25,000	25,000	75,000	25,000	165,000
Police Network/Server Replacements	68,000	50,000	0	0	32,000	150,000
Police Mobile Video System Replacement	35,000	0	210,000	0	38,000	283,000
Police Specialized Equipment	21,000	21,000	8,000	40,000	242,000	332,000
Employee Gym Equipment	7,000	10,000	10,000	10,000	10,000	47,000
Police Automated External Defibrillator (AED)	41,000	0	0	0	0	41,000
Police Take Home Vehicles	0	57,000	60,000	62,000	65,000	244,000
Radio System Replacement - Citywide	0	0	0	700,000	200,000	900,000
Police Virtual Server & Storage Area Network	0	180,000	0	0	0	180,000
Police eTicket Equipment Replacement	0	44,000	0	0	0	44,000
Police Equipment Replacement	0	0	10,000	0	10,000	20,000
Central Dispatch Improvements	0	0	165,000	0	0	165,000
Police K9 Replacement	0	0	0	12,000	12,000	24,000
Police Radio Replacement	0	0	0	0	42,000	42,000
Police Mobile Computer Terminal Replacement	0	0	0	0	225,000	225,000
	<u>510,000</u>	<u>672,000</u>	<u>646,000</u>	<u>1,051,000</u>	<u>1,090,000</u>	<u>3,969,000</u>

CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

Street Improvements

Engineering (D610)

Street ROW / Intersection / Cost Sharing

350,000	100,000	100,000	100,000	100,000	750,000
350,000	100,000	100,000	100,000	100,000	750,000

Trail Improvements

Transportation Services (D800)

Trail Development

1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
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Lake Fayetteville Trailhead (BGSO)

190,000	0	0	0	0	190,000
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Mud Creek Trail Lighting

250,000	0	0	0	0	250,000
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1,940,000	1,500,000	1,500,000	1,500,000	1,500,000	7,940,000
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Transportation Improvements

Transportation Services (D800)

In-House Pavement Improvements

1,692,000	1,852,000	2,207,000	2,316,000	2,433,000	10,500,000
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Sidewalk Improvements

0	250,000	0	0	0	250,000
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Traffic Signal Improvements

110,000	110,000	110,000	110,000	150,000	590,000
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Wireless Traffic Signal Control

40,000	40,000	40,000	40,000	0	160,000
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Drainage Maintenance

50,000	50,000	50,000	50,000	50,000	250,000
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1,892,000	2,302,000	2,407,000	2,516,000	2,633,000	11,750,000
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Sales Tax Capital Improvements - Total

7,684,000	7,804,000	8,119,000	8,269,000	8,363,000	40,239,000
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CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

5400 - WATER & SEWER:

Wastewater Treatment Improvements

Utilities Director (D900)

Phosphorus Standards Management	50,000	50,000	50,000	50,000	50,000	250,000
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Wastewater Treatment Plant (D930)

W.W.T.P. Building Improvements	410,000	30,000	45,000	30,000	30,000	545,000
Plant Pumps and Equipment - W.W.T.P	270,000	305,000	295,000	405,000	355,000	1,630,000
Upgrade and Replace Lift Stations - W.W.T.P	67,000	125,000	130,000	50,000	100,000	472,000
Filter Cell Replacement - W.W.T.P	1,000,000	1,000,000	1,000,000	1,000,000	0	4,000,000
	<u>1,797,000</u>	<u>1,510,000</u>	<u>1,520,000</u>	<u>1,535,000</u>	<u>535,000</u>	<u>6,897,000</u>

Water & Sewer Improvements

Water & Sewer Maintenance (D910)

Sewer Rehabilitation Ramsey and Overcrest	2,340,000	0	0	0	0	2,340,000
Sanitary Sewer Rehabilitation	1,000,000	2,000,000	1,500,000	1,500,000	1,500,000	7,500,000
Water/Sewer Relocations - Bond Projects	1,300,000	1,000,000	500,000	500,000	500,000	3,800,000
Water/Sewer Equipment Expansions	150,000	145,000	168,000	21,000	20,000	504,000
Water Storage & Pump Station Maintenance	85,000	0	0	0	0	85,000
Water System Rehabilitation/Replacement	2,095,000	1,825,000	2,055,000	1,885,000	2,065,000	9,925,000
Water Impact Fee Cost Sharing Projects	275,000	200,000	200,000	200,000	200,000	1,075,000
	<u>7,245,000</u>	<u>5,170,000</u>	<u>4,423,000</u>	<u>4,106,000</u>	<u>4,285,000</u>	<u>25,229,000</u>

Water & Sewer Services Improvements

Billing & Collections (D520)

Business Office Improvements	20,000	20,000	20,000	20,000	20,000	100,000
Utilities Technology Improvements	12,000	20,000	20,000	20,000	30,000	102,000

Water & Sewer Maintenance (D910)

Water Meters	315,000	325,000	325,000	325,000	325,000	1,615,000
Water/Sewer Building and Office Improvements	170,000	50,000	50,000	50,000	50,000	370,000
Water & Sewer Rate/Operations Study	30,000	0	170,000	0	0	200,000
Backflow Prevention Assemblies	10,000	10,000	10,000	10,000	10,000	50,000
	<u>557,000</u>	<u>425,000</u>	<u>595,000</u>	<u>425,000</u>	<u>435,000</u>	<u>2,437,000</u>

Water & Sewer - Total

	<u>9,599,000</u>	<u>7,105,000</u>	<u>6,538,000</u>	<u>6,066,000</u>	<u>5,255,000</u>	<u>34,563,000</u>
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CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

5500 - RECYCLING & TRASH COLLECTION:

Recycling & Trash Collection Improvements

Recycling & Trash Collection (D920)

Solid Waste Office & Trans Station Exp	1,500,000	0	0	0	0	1,500,000
Container Maintenance Building Upgrade	25,000	0	0	0	0	25,000
Solid Waste Containers	100,000	100,000	50,000	50,000	50,000	350,000
Solid Waste Compactors	134,000	138,000	142,000	146,000	150,000	710,000
	<u>1,759,000</u>	<u>238,000</u>	<u>192,000</u>	<u>196,000</u>	<u>200,000</u>	<u>2,585,000</u>
Recycling & Trash Collection - Total						

5550 - AIRPORT:

Aviation Improvements

Aviation (D810)

Airport Lighting Improvements	20,000	20,000	20,000	20,000	0	80,000
Airport Boiler Improvements	25,000	25,000	25,000	0	0	75,000
Airport Fire Sprinkler Repl White Hangar	75,000	0	0	0	0	75,000
Airport Self Serve Station Upgrade	0	12,000	0	0	0	12,000
Airport Roof Replacements	110,000	0	0	0	0	110,000
	<u>230,000</u>	<u>57,000</u>	<u>45,000</u>	<u>20,000</u>	<u>0</u>	<u>352,000</u>
Airport - Total						

CAPITAL IMPROVEMENTS PROGRAM (2015-2019)
Comprehensive Detail

9700 - SHOP:

Vehicles & Equipment Improvements

Fleet Operations (D830)

Fleet - Police / Passenger Vehicles	346,000	286,000	232,000	294,000	295,000	1,453,000
Fleet - Solid Waste Vehicles / Equipment	860,000	755,000	990,000	1,166,000	792,000	4,563,000
Fleet - Construction Equipment	356,000	255,000	140,000	260,000	0	1,011,000
Fleet - Backhoes / Loaders	593,000	504,000	389,000	0	102,000	1,588,000
Fleet - Heavy Utility Vehicles	386,000	384,000	664,000	278,000	280,000	1,992,000
Fleet - Tractors / Mowers	375,000	85,000	243,000	257,000	364,000	1,324,000
Fleet - Light / Medium Utility Vehicles	568,000	901,000	517,000	510,000	530,000	3,026,000
Fleet - Other Vehicles / Equipment	233,000	772,000	709,000	474,000	360,000	2,548,000
Shop - Total	<u>3,717,000</u>	<u>3,942,000</u>	<u>3,884,000</u>	<u>3,239,000</u>	<u>2,723,000</u>	<u>17,505,000</u>
All Funding Sources - Total	<u>27,196,000</u>	<u>22,640,000</u>	<u>22,228,000</u>	<u>21,234,000</u>	<u>20,022,000</u>	<u>113,320,000</u>

**CAPITAL
IMPROVEMENTS
PROGRAM
(2015-2019)**

**UNFUNDED
PROJECTS**

Fire Improvements:

Fire Station #2 - Replacement/Expansion	\$ 4,772,000
	<u>4,772,000</u>

Information Technology Improvements

Wide Area Network (WAN) Connectivity	2,220,000
	<u>2,220,000</u>

Library Improvements

Library Computer Replacements	56,000
Library Facility Maintenance	194,000
Library Integrated System Installation & Maintenance	1,043,000
Library Materials Purchases	97,000
Library OCLC MARC Record Project	575,000
	<u>1,965,000</u>

Parks & Recreation Improvements

Gulley Park Improvements	275,000
Regional Park Development	20,182,000
	<u>20,457,000</u>

Police Improvements

Police Armored Vehicle	200,000
Police Headquarters Building	22,125,000
Police Specialized Equipment	90,000
Police Unmanned Ground Vehicle	41,000
Radio System Replacement - Citywide	2,100,000
	<u>24,556,000</u>

Transportation Improvements

In-House Pavement Improvements	559,000
Sidewalk Improvements	500,000
	<u>1,059,000</u>

Total - Unfunded \$ 55,029,000

City of Fayetteville Staff Review Form

2014-0326

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Quin Thompson

7/29/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 14-4780: Vacation (1414 HAPPY HOLLOW RD./QUALITY COLLISION, 565): Submitted by BLEW & ASSOCIATES for property located at 1414 HAPPY HOLLOW ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.67 acres. The request is to vacate a portion of an existing street right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Approval Date:

V20140710

[Signature]

[Signature] 8-1-14

Paul a. Beulen 8-1-2014

Don Mann 8-9-14

[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: July 29, 2014

SUBJECT: **VAC 14-4780: Vacation (1414 HAPPY HOLLOW RD./QUALITY COLLISION, 565):** Submitted by BLEW & ASSOCIATES for property located at 1414 HAPPY HOLLOW ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.67 acres. The request is to vacate a portion of an existing street right-of-way.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate existing street right-of-way.

BACKGROUND:

The subject 0.67 acre property is located at 1414 S. Happy Hollow, is zoned C-2, Commercial Thoroughfare and is developed with a small auto body repair shop, paint booth, and associated parking. There is existing excess right-of-way along the western boundary that is not required for City or franchise utility use.

On July 15, 2014, the City Council vacated right-of-way for a section of Happy Hollow road located adjacent and to the south of this property.

The applicant requests vacation of right-of-way that is not needed and replacement with a 25' general utility easement, as indicated on the attached survey. The applicant wishes to expand his business and this vacation would allow his business to grow and remain at this location.

DISCUSSION:

On July 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation for approval.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4780 SUBMITTED
BY BLEW & ASSOCIATES FOR PROPERTY LOCATED AT
1414 S. HAPPY HOLLOW ROAD TO VACATE EXISTING
STREET RIGHT-OF-WAY.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted street right-of-way is not required for corporate purposes;

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 vacates and abandons the following portions of street right-of-way described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval:

1. Any damage or relocation of existing facilities shall be at the owner/developer's expense.
2. Existing utility easements shall not be vacated by this ordinance.
3. The vacated right-of-way will be retained as easement for general utility use.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

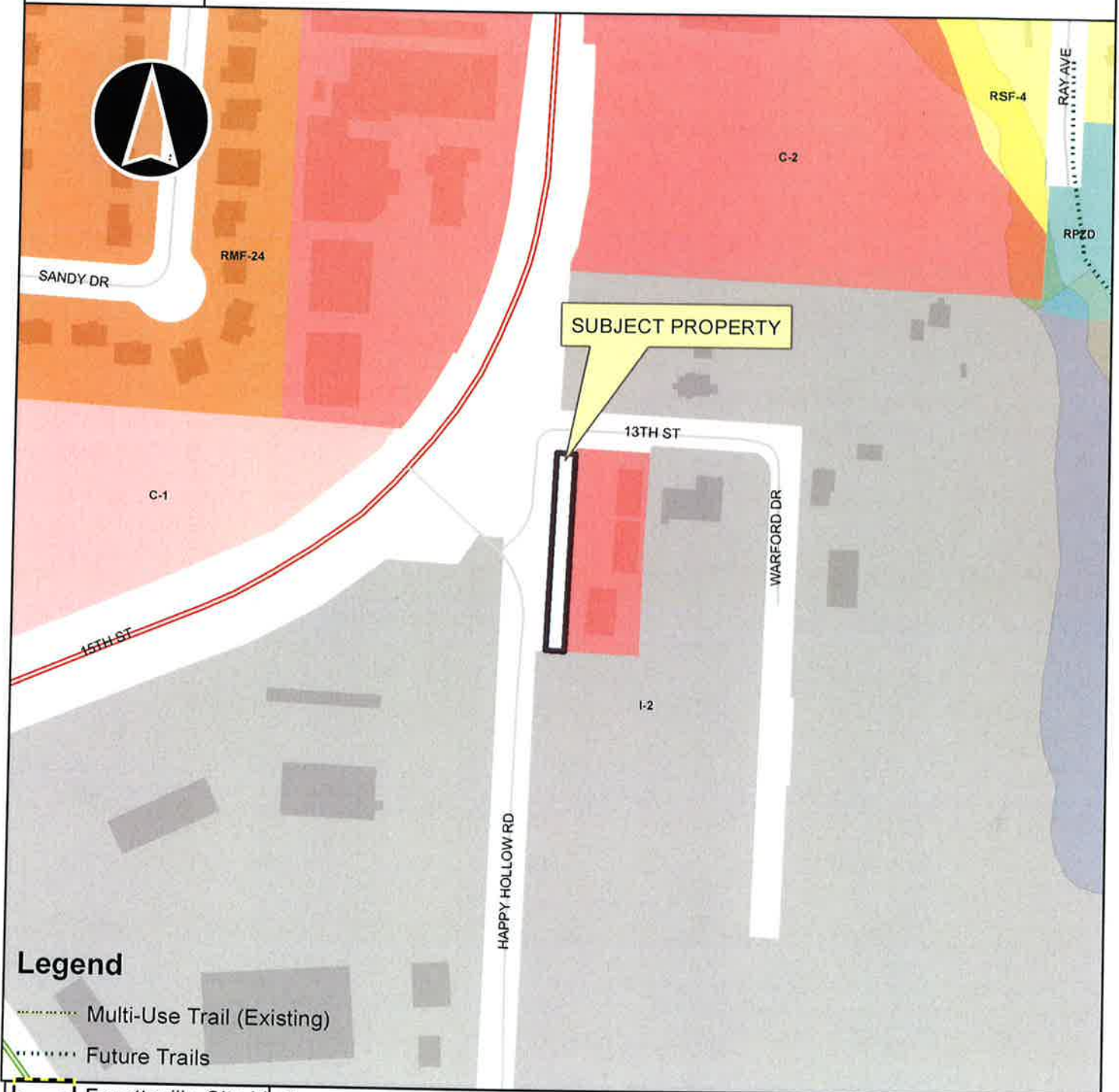
14-4780

C. 1
VAC 14-4780 (1414 S. Happy Hollow Road)
4 of 22

VAC14-4780

Close Up View

QUALITY COLLISION



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview Fayetteville City Limits

- VAC14-4780
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area



EXHIBIT 'B'

14-4780

AREA TO BE VACATED

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-THREE (23) IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT N02°34'13"E 369.95' AND S86°38'58"E 10.05' FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SAID POINT BEING A FOUND IRON PIN; THENCE N02°34'14"E, 271.14'; THENCE S87°12'21"E, 25.00' TO A SET IRON PIN; THENCE S02°34'11"W, 271.39' TO A SET IRON PIN; THENCE N86°38'58"W, 25.00' TO THE POINT OF BEGINNING. CONTAINING 8712 SQUARE FEET (0.2 ACRES) MORE OR LESS.

SURVEY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-THREE (23) IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A SET IRON PIN N02°34'13"E 369.95' AND S86°38'58"E 35.01' FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SAID POINT BEING A FOUND IRON PIN; THENCE N02°34'11"E, 271.39' TO A SET IRON PIN; THENCE S87°12'21"E, 104.99' TO A SET IRON PIN; THENCE S02°32'55"W, 272.44' TO A SET IRON PIN; THENCE N86°38'58"W, 105.00' TO THE POINT OF BEGINNING. CONTAINING 28543.4 SQUARE FEET (0.7 ACRES) MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 28, 2014~~ UPDATED 7-30-2014

SUBJECT: **VAC 14-4780: Vacation (1414 HAPPY HOLLOW ROAD/QUALITY COLLISION, 565):** Submitted by BLEW & ASSOCIATES for property located at 1414 HAPPY HOLLOW ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.67 acres. The request is to vacate a portion of an existing street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4780** to the City Council with a recommendation for approval.

BACKGROUND:

Property and background: The subject 0.67 acre property is located at 1414 S. Happy Hollow, is zoned C-2, Commercial Thoroughfare and is developed with a small auto body repair shop, paint booth, and associated parking. There is existing excess right-of-way along the western boundary that is not required for City or franchise utility use.

On July 15, 2014, the City Council vacated right-of-way for Happy Hollow road located adjacent to the south of this property. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped/Single-family residential	I-2, General Industrial
South	City Recycling Drop-off	I-2, General Industrial
East	Commercial/Industrial	I-2, General Industrial
West	City of Fayetteville Fleet/Parks & Recreation offices	I-2, General Industrial

Proposal: The applicant requests vacation of right-of-way that is not needed and replacement with a 25' general utility easement, as indicated on the attached survey.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections.

UTILITIES

Cox Communications

RESPONSE

No objections

AEP/SWEPCO

No objections

Source Gas

No objections

AT&T

No objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Transportation

No objections

Recycling & Trash

No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4780** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.
2. The vacated right-of-way will be retained as easement for general utility use.
3. Prior to the City Council agenda request being submitted, the applicant shall provide signed utility permission forms from Source Gas and from the City Transportation and Recycling & Trash Collection Divisions.

PLANNING COMMISSION ACTION: Required

Date: July 28, 2014

☐ Tabled

☒ Forwarded

☐ Denied

Motion: **CHESSER** Second: **COOK** _ Vote: 9-0-0

**PASSED ON
CONSENT**

CITY COUNCIL ACTION: Required

Date: _____

☐ Approved

☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter

Petition to Vacate

Utility Approvals

Easement Vacation Exhibit

One Mile Map

Close Up Map



524 W. Sycamore Street Suite #4 Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883
<http://www.blewinc.com>

February 14, 2014

City of Fayetteville Planning Commission and
City of Fayetteville City Council.

We would like to present for your consideration a request for a right of way vacation on behalf of Quality Collision Repair located at 1414 S. Happy Hollow Road.

We ask for the right of way along the west side of the property as shown on the attached to be vacated to bring the west property line more in line with the adjoining properties to the north and south.

Since the property lines of the property line is approximately 25' east of the adjacent property lines, this would bring the right of way to a more uniform line.

Thank you for your consideration on this matter.

A handwritten signature in blue ink, which appears to read "Michael Million", is written over a faint circular stamp.

Michael Million
Project Manager

PETITION TO VACATE

A RIGHT-OF-WAY LOCATED IN SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the RIGHT-OF-WAY hereinafter sought to be abandoned and vacated, lying at 1414 S. Happy Hollow Road City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a RIGHT-OF-WAY which is described as follows:

AREA TO BE VACATED:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-THREE (23) IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT N02°34'13"E 369.95' AND S86°38'58"E 10.05' FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), SAID POINT BEING A FOUND IRON PIN; THENCE N02°34'14"E, 271.14'; THENCE S87°12'21"E, 25.00' TO A SET IRON PIN; THENCE S02°34'11"W, 271.39' TO A SET IRON PIN; THENCE N86°38'58"W, 25.00' TO THE POINT OF BEGINNING. CONTAINING 8712 SQUARE FEET (0.2 ACRES) MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are parcel numbers 765-15261-003, 765-19940-000 and 765-15258-000 located adjacent to the area requested to be vacated. City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described RIGHT-OF-WAY.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

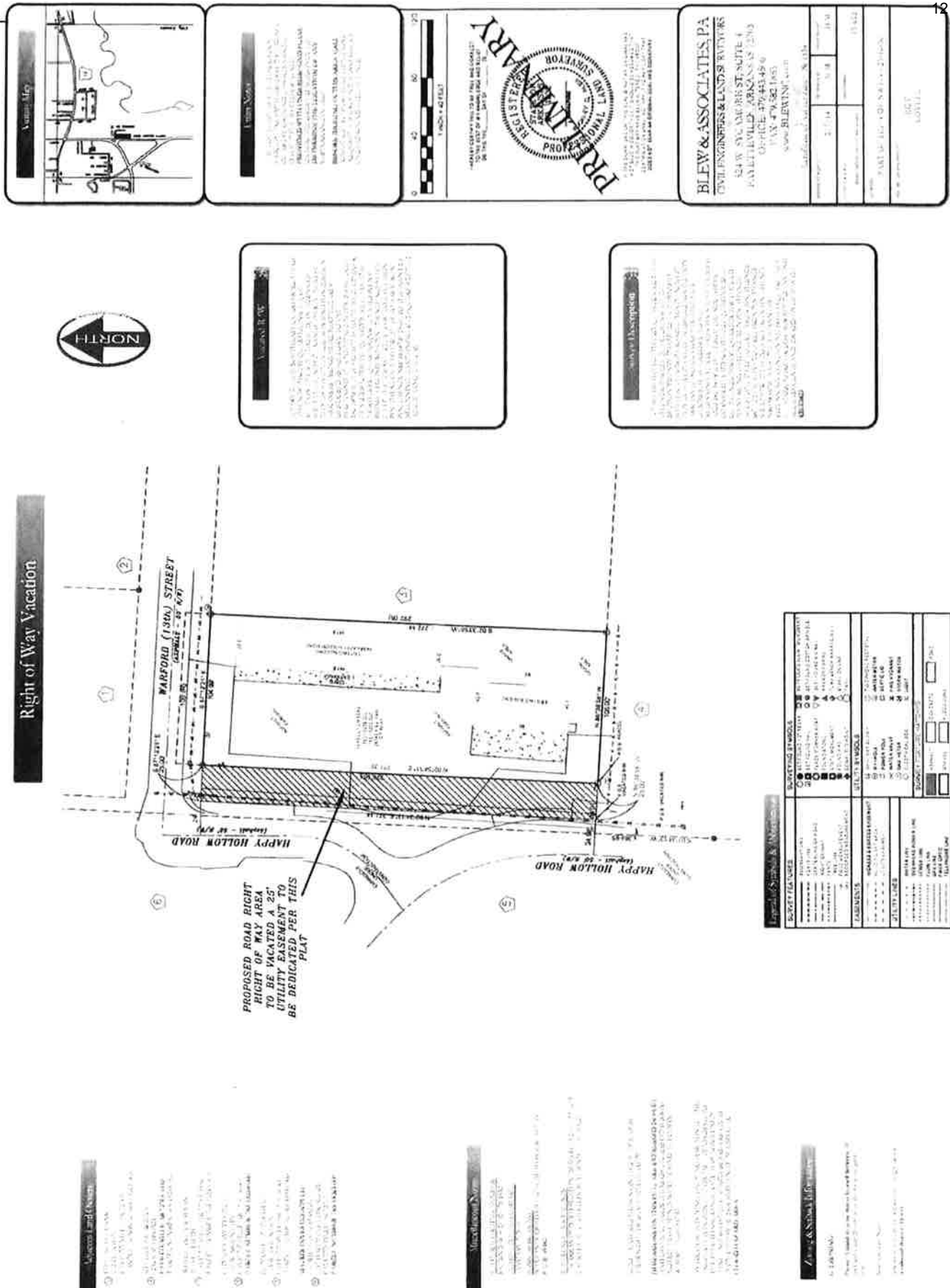
Dated this ____ day of _____, 2014.

Printed Name Ray Lovell

Signature Ray Concell

Printed Name _____

Signature _____



UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: July 1, 2014

UTILITY COMPANY: Fayetteville Transportation Dept

APPLICANT NAME: Roy Lovell APPLICANT PHONE: 479.521.6088

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 1414 Happy Hollow Rd. Fayetteville, AR

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Terry J. Gulley
Signature of Utility Company Representative

Trans Services Dir
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-4-2014

UTILITY COMPANY: Source Gas

APPLICANT NAME: Roy Lovell APPLICANT PHONE: (471) - 521 - 6088

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 1414 Happy Hollow RD Fayetteville AR

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Division Manager

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: July 1, 2014

UTILITY COMPANY: Fayetteville Solid Waste Division

APPLICANT NAME: Roy Lovell APPLICANT PHONE: 479.521.6088

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 1414 Happy Hollow Rd. Fayetteville, AR

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above, and no comments.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:



Signature of Utility Company Representative

Waste Reduction Coordinator

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2-13-14

UTILITY COMPANY: COX COMMUNICATIONS

APPLICANT NAME: ROY LOVELL APPLICANT PHONE: 521-6088

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 1414 HAPPY HOLLOW RD. FAYETTEVILLE AR.

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Existing electric easement that covers this aerial line is converted to a general utility easement.
Any damage to or relocation of our existing facilities will be at owners/developers expense.

Chad L. Joffe
Signature of Utility Company Representative

Construction Planner NWA
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-4-2014

UTILITY COMPANY: ATT

APPLICANT NAME: Roy Lovell APPLICANT PHONE: 521-6088

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

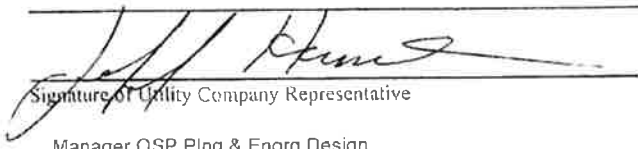
General location / Address 1414 Happy Hollow RD. Fayetteville AR.

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
AT&T agrees to the ROW vacation with the retained 25 ft easement.


Signature of Utility Company Representative

Manager OSP Plng & Engrg Design

Title

December 2013
Page 5

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2-13-14

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: BOY LOVELL

APPLICANT PHONE: 521-6088

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 1414 HAPPY HOLLOW RD. FAYETTEVILLE AR.

- ☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Ozarks has a 30 foot easement that must remain for the
overhead power lines in this requested vacate area

- ☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-11-2014

UTILITY COMPANY: AFP/SWEP/CO

APPLICANT NAME: Roy Lovell

APPLICANT PHONE: (479)-521-6088

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 1414 Happy Hollow RD Fayetteville AR

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

John Ray
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7-11-2014

UTILITY COMPANY: McLean Electric

APPLICANT NAME: James Lowell

APPLICANT PHONE: (907) 521-6700

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 1414 Happy Hollow Rd. Fairbanks AK

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

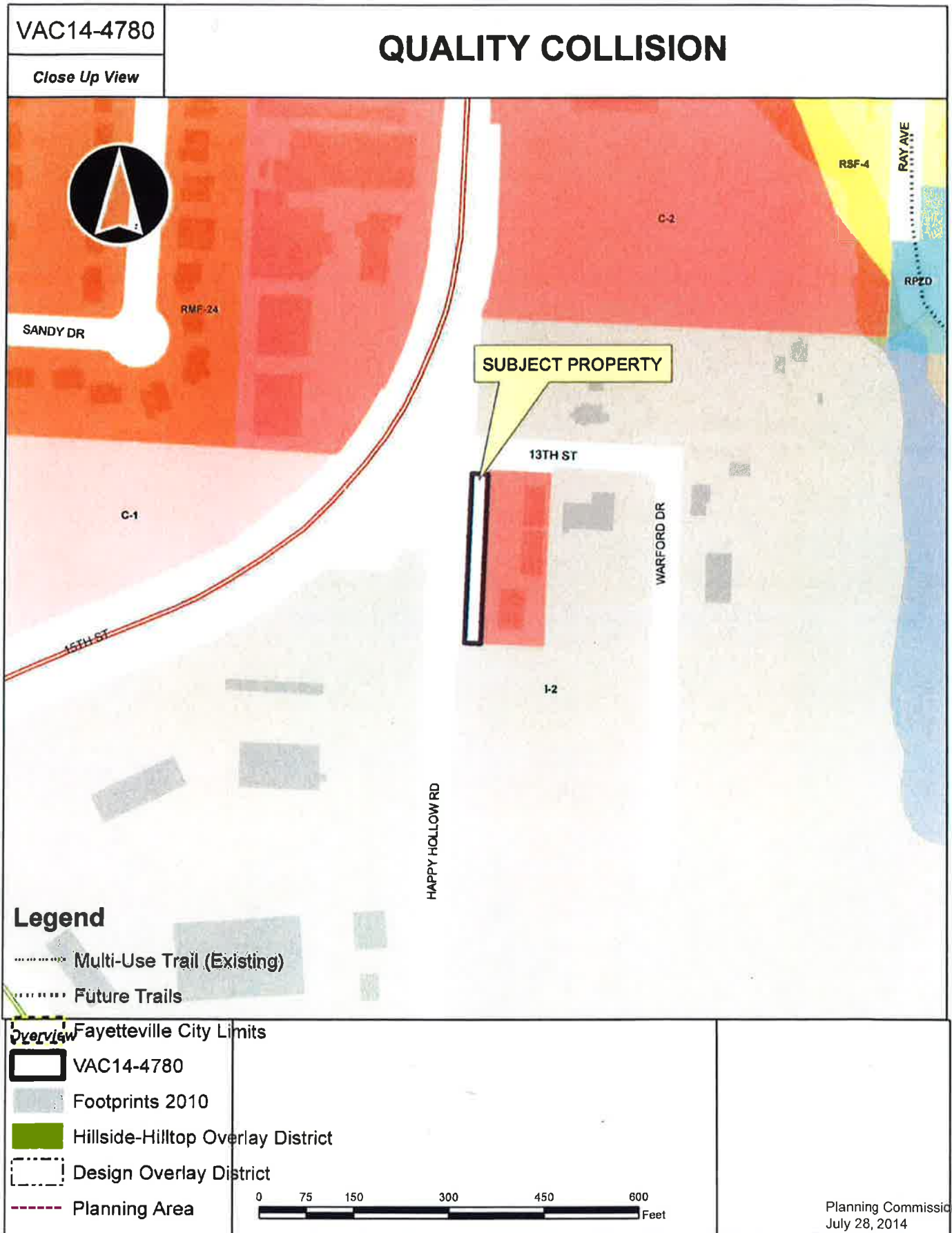
☐ No objections provided the following conditions are met:

Ken Thompson

Signature of Utility Company Representative

INTERIM DIR. FOR WATER & SEWER

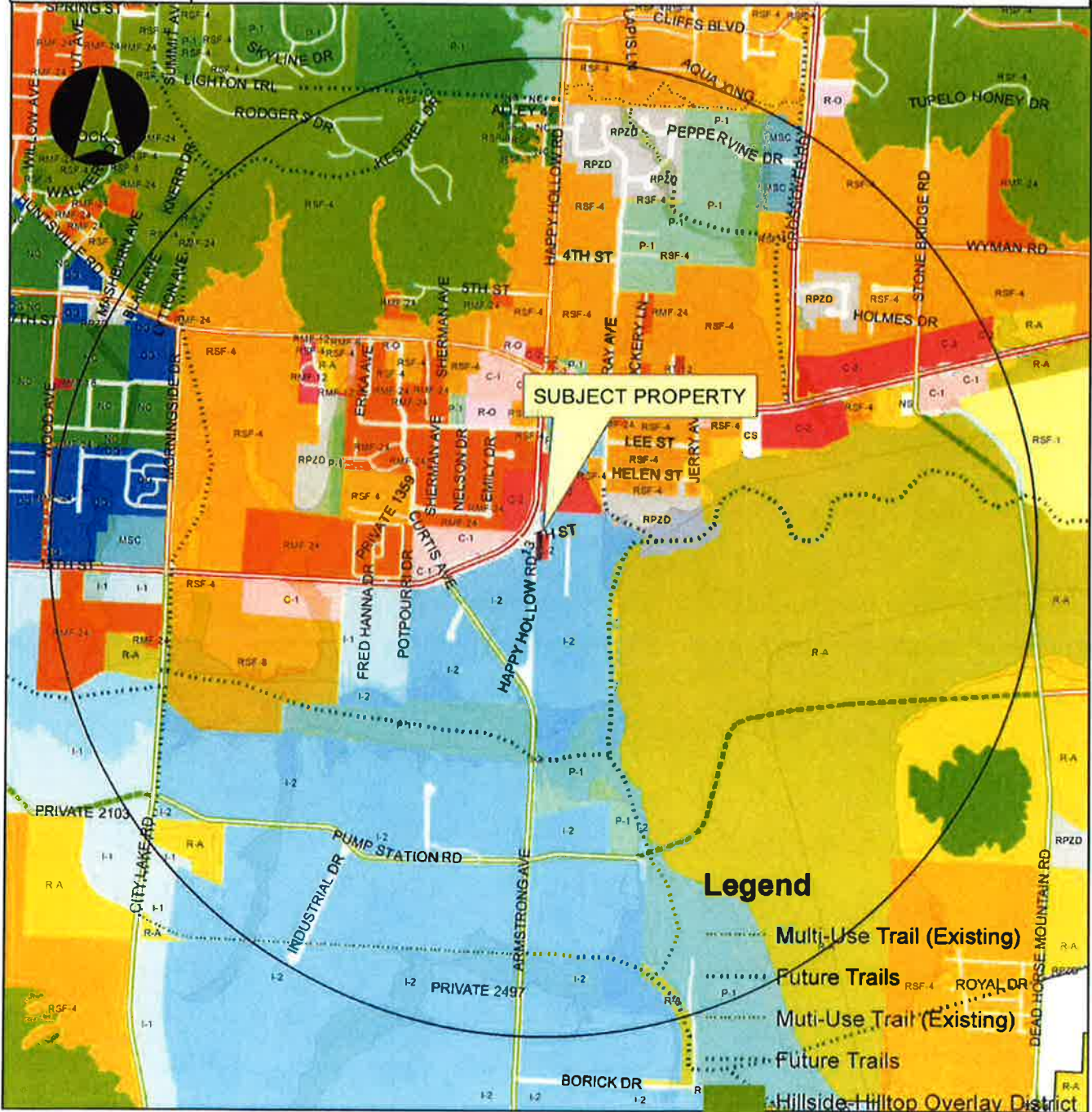
Title



VAC14-4780

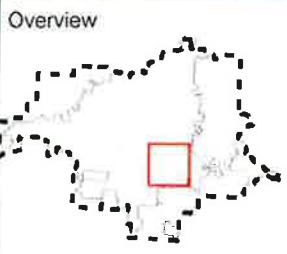
One Mile View

QUALITY COLLISION



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District



Legend
Subject Property
VAC14-4780

Boundary

0 0.25 0.5

- VAC14-4780
- Design Overlay District
- Planning Area
- Fayetteville

1 Miles

City of Fayetteville Staff Review Form

2014-0347

Legistar File ID

8/19/2014

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

Quin Thompson

7/29/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 14-4777: Vacation (NORTHEAST CORNER OF DRAKE & MCCONNELL/NELMS, 248): Submitted by JORGENSEN AND ASSOCIATES for a street stub-out located at the NORTHEAST CORNER OF DRAKE & MCCONNELL. The property is the existing street stub-out for McConnell Avenue which contains approximately 0.64 acres. The request is to vacate an existing street right-of-way and a portion of utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

V20140710



Approval Date:

Jorgensen
Quin Thompson 8/1/14
Paul A. Butler 8-1-2014
Don Ma 8-1-14

David J. Drake

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: July 29, 2014

SUBJECT: **VAC 14-4777: Vacation (NORTHEAST CORNER OF DRAKE & MCCONNELL/NELMS, 248):** Submitted by JORGENSEN AND ASSOCIATES for a street stub-out located at NORTHEAST CORNER OF DRAKE & MCCONNELL. The property is the existing street stub-out for McConnell Avenue which contains approximately 0.64 acres. The request is to vacate an existing street right-of-way and a portion of utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate an existing street right-of-way and a portion of a utility easement.

BACKGROUND:

The subject property is the McConnell Avenue street stub-out located northeast of Drake Street and McConnell Avenue and contains approximately 0.64 acres. This section of street right-of-way has become unnecessary for general public access with the construction of I-540/I-49 which cut off McConnell from continuing north. This dead-end street section provides access only to the two adjacent parcels to the east and west. There are active municipal water and sewer lines as well as franchise utilities within the subject property.

The applicant requests vacation of the McConnell Avenue right-of-way north of Drake Street, and a portion of a general utility and water/sewer easement along the west boundary of the property, as shown on the attached plat. The vacation of these areas is requested in anticipation of development on the property at the northeast corner of Drake Street and McConnell Avenue.

DISCUSSION:

On July 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-1-0, with Commissioner Hoskins voting 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance, Exhibit A, Exhibit B, Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4777 SUBMITTED BY JORGENSEN & ASSOCIATES FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF MCCONNELL AND DRAKE TO VACATE AN EXISTING STREET RIGHT-OF-WAY AND PORTION OF A UTILITY EASEMENT.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted street right-of-way and utility easement is not required for corporate purposes;

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 vacates and abandons the following portions of street right-of-way and utility easement described in Exhibit “B” attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit “A” shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer’s expense.
2. The vacation is not effective until the active water and sewer lines and fire hydrant are relocated and easements platted according to the requirements of the Water and Sewer Department.
3. The City retains a multi-use trail easement within the right-of-way area being vacated. The details of the easement language and location shall be subject to review and approval by the City Trails Coordinator.
4. The existing 30’ easement for overhead electric lines shall remain.
5. The vacation is not effective until all existing utilities are relocated and placed in easements at the owner/developer’s expense.
6. A new gas line/easement shall be provided as approved by Source Gas.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

14-4777

C. 2
VAC 14-4777 (McConnell and Drake)
5 of 26

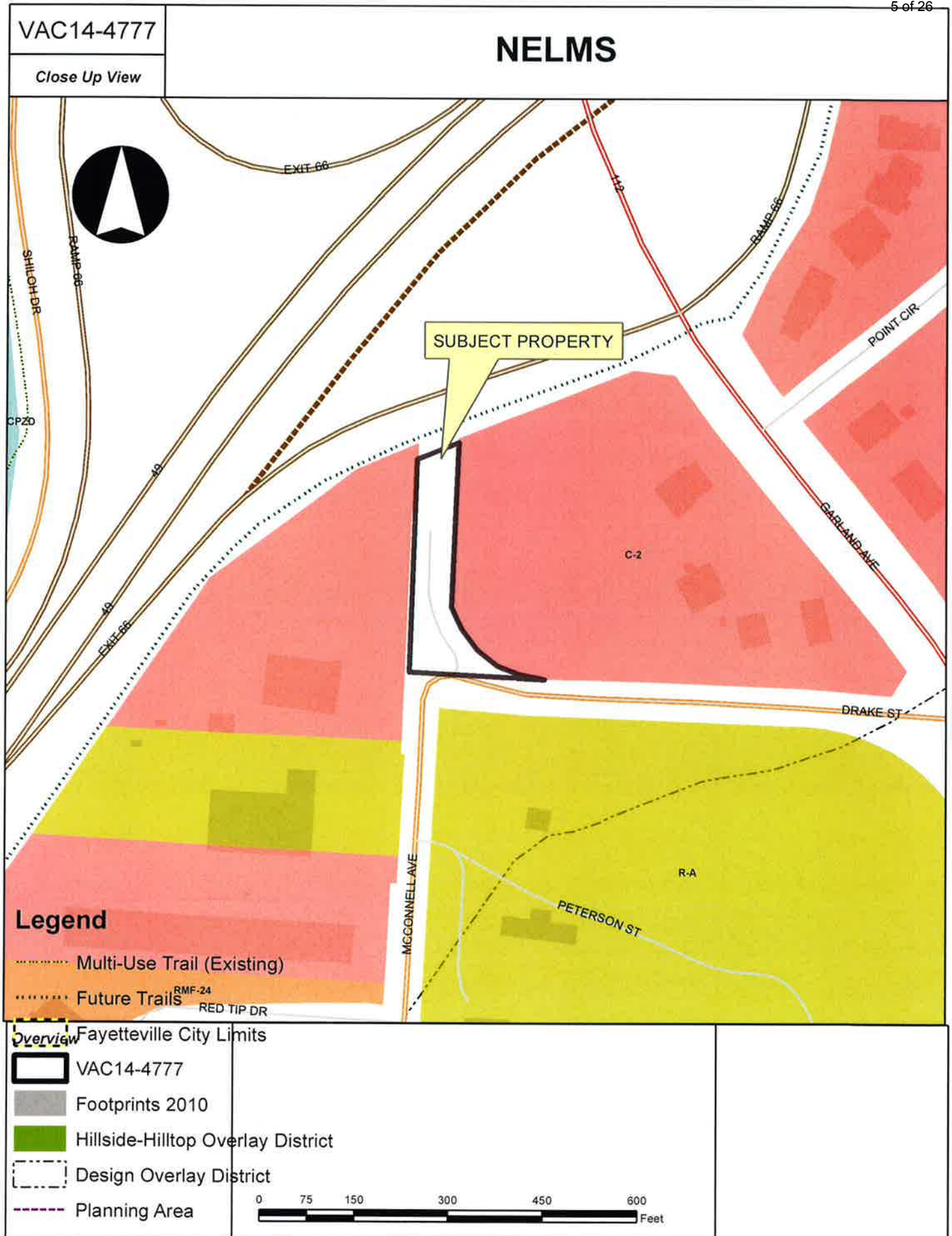


EXHIBIT 'B'

14-4777

LEGAL DESCRIPTION: EASEMENT TO BE VACATED

THE NORTH PORTION OF McCONNEL AVENUE BEING DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF THE SE 1/4, NE 1/4 OF SECTION 33, T-17-N, R-30-W THENCE WEST 818.38 FEET, THENCE NORTH 30.00 FEET, THENCE S88°17'56"W 151.57 FEET, THENCE N81°15'47"W 40.96 FEET, THENCE N72°06'21"W 37.21 FEET TO THE POINT OF BEGINNING, THENCE WEST 216.54 FEET, THENCE N00°57'54"W 341.08 FEET, THENCE N64°47'00"E 72.32 FEET, THENCE S00°35'04"E 264.25 FEET, THENCE S28°36'13"E 39.42 FEET, THENCE S39°17'09"E 41.42 FEET, THENCE S54°55'50"E 40.53 FEET TO THE POINT OF BEGINNING, CONTAINING 27,705.86 SQUARE FEET.



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 28, 2014~~ **UPDATED 7-30-2014**

SUBJECT: **VAC 14-4777: Vacation (NORTHEAST CORNER OF DRAKE & MCCONNELL/NELMS, 248):** Submitted by JORGENSEN AND ASSOCIATES for a street stub-out located at NORTHEAST CORNER OF DRAKE & MCCONNELL. The property is the existing street stub-out for McConnell Avenue which contains approximately 0.64 acres. The request is to vacate an existing street right-of-way and a portion of utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4777** to the City Council with a recommendation for approval.

BACKGROUND:

Property and background: The subject property is the McConnell Avenue street stub-out located northeast of Drake Street and McConnell Avenue and contains approximately 0.64 acres. This section of street right-of-way has become unnecessary for general public access with the construction of I-540/I-49 which cut off McConnell from continuing north. This dead-end street section provides access only to the two adjacent parcels to the east and west. There are active municipal water and sewer lines as well as franchise utilities within the subject property. Surrounding zoning and land use is depicted in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Interstate I-49	NA/AHTD right-of-way
South	Agricultural/undeveloped	R-A, Residential Agricultural
East	Commercial/Gas Station	C-2, Thoroughfare Commercial
West	Commercial/United Rentals	C-2, Thoroughfare Commercial

Proposal: The applicant requests vacation of the McConnell Avenue right-of-way north of Drake Street, and a portion of a general utility and water/sewer easement along the west boundary of the property, as shown on the attached plat. The vacation of these areas is requested in anticipation of development on the property at the northeast corner of Drake Street and McConnell Avenue.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

RESPONSE

Cox Communications	Conditional Approval
AEP/SWEPCO	Conditional Approval
Source Gas	Conditional Approval
AT&T	Conditional Approval

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	Conditional Approval
Trash & Recycling	No objections
Transportation	No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4777** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. The vacation is not effective until the active water and sewer lines and fire hydrant are relocated and easements platted according to the requirements of the Water and Sewer Department.
3. The City retains a multi-use trail easement within the right-of-way area being vacated. The details of the easement language and location shall be subject to appeal by the City Trails Coordinator.
4. The existing 30' easement for overhead electric lines shall remain.
5. The vacation is not effective until all existing utilities are relocated and placed in easements at the owner/developer's expense.
6. Prior to City Council agenda request being submitted for this item, the applicant shall provide written permission from the City Recycling & Trash Collection and Transportation divisions.
7. A new gas line/easement shall be provided as approved by Source Gas.

PLANNING COMMISSION ACTION: Required

Date: July 28, 2014 ☐ Tabled ☒ Forwarded ☐ Denied

Motion:CHESSER Second: COOK_ Vote: 8-1-0

CITY COUNCIL ACTION: Required

Date: 8-19-2014 ☐ Approved ☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter

Petition to Vacate

Adjacent Property Owner Consent

Utility Approvals

Easement Vacation Exhibit

Trails Coordinator Comments

One Mile Map

Close Up Map



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

6/6/14

Att: Planning Dept.
Re : Vacate R/W of N. McConnell

This is information pertaining to the vacation of right of way of N. McConnell Road. All utilities will be contained in easements as needed. This north portion does not serve any purpose and if this is vacated then the west half would revert to the United Rental property and the east portion would revert to our clients property. Access to United Rental would be at the same location.

Please call concerning any questions you may have.

Thank you.

Sincerely;


David L. Jorgensen, P.E.

PETITION

**PETITION TO VACATE THE NORTH LEG OF RIGHT-OF-WAY OF McCONNEL AVENUE, CITY OF
FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the Right-of-Way hereinafter sought to be abandoned and vacated, lying in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said Right-of-Way which is described as follows:

(SEE ATTACHMENT – EXHIBIT 'A')

That the abutting real estate affected by said abandonment would not be adversely affected by this abandonment.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of public for the use of said Right-of-Way.

Dated this 18 day of June, 2014.

Dennis Nelms

Printed Name

X Both Price on authority of Dennis Nelms

Signature

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 6/5/14
Address / location of vacation: North leg of McConnell Ave
Adjacent property address: 2795 McConnell Ave Fayetteville Ar 72703
Lot: Block: Subdivision:

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

(Include legal description and graphic representation of what is being vacated)

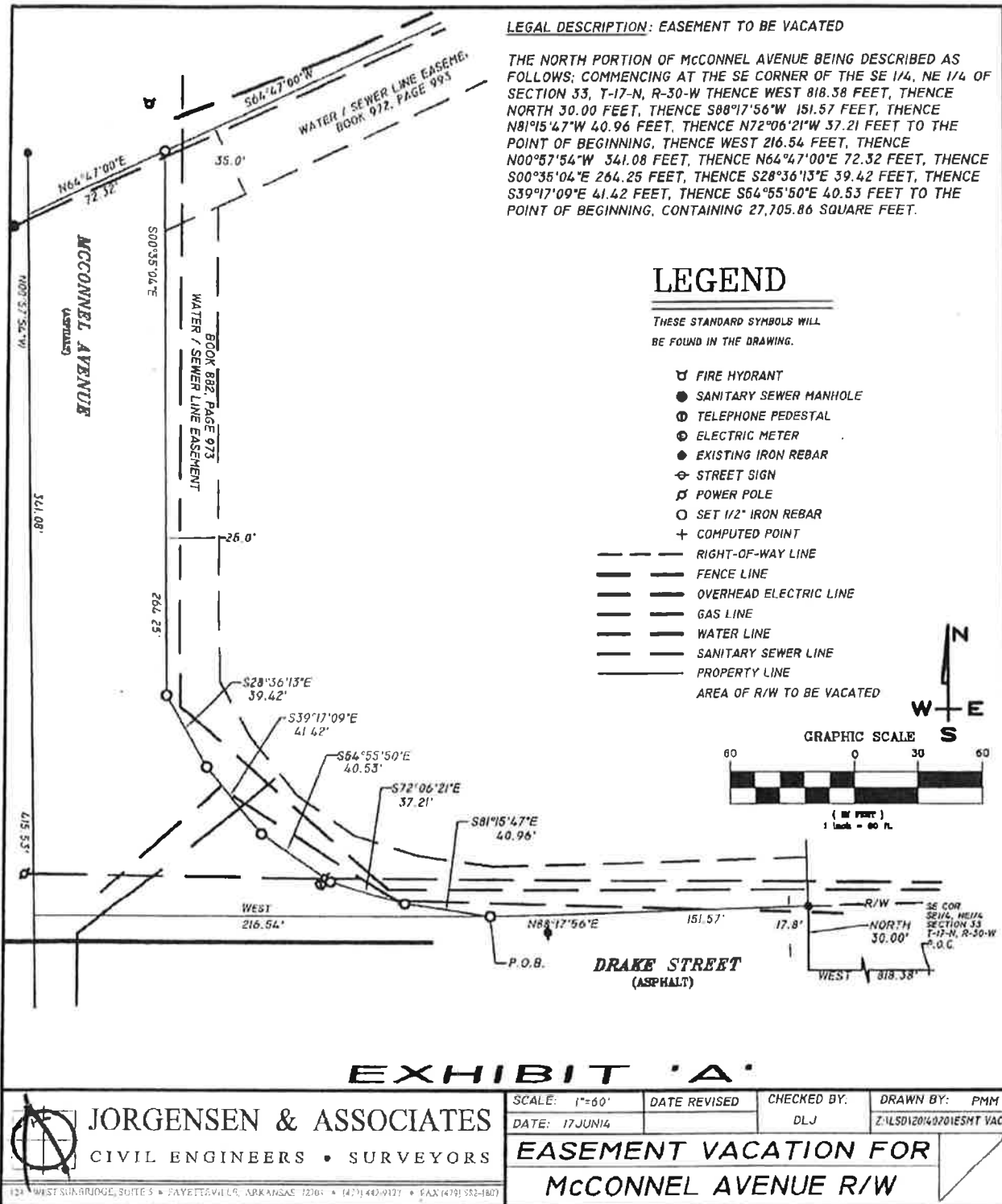
ADJACENT PROPERTY OWNERS COMMENTS:

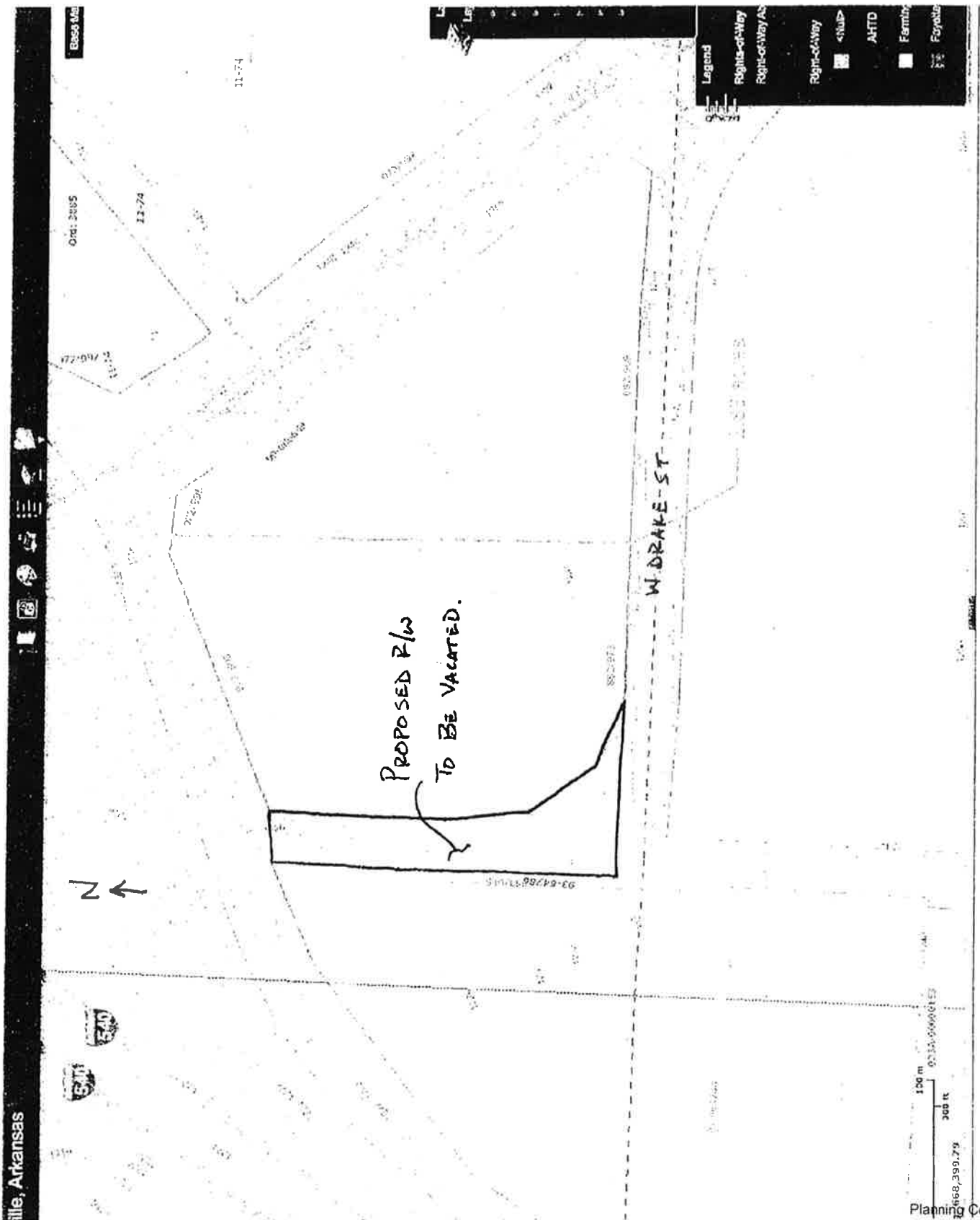
- ☐ I have been notified of the requested vacation and decline to comment
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

United Rentals (North America), Inc. successor by merger to
Project Name
US Rentals, Inc. / O. Fischer & Co.
Name of Adjacent Property Owner (printed)
Irene Moshauris
Signature of Adjacent Property Owner
Irene Moshauris
Senior Vice President
and Treasurer

Applicant Name

December 2013
Page 6







June, 20th 2014

Jorgensen & Associates

Engineering Division – Trails Comments

14-477 VAC Drake and McConnell (Nelms)

TRAIL COMMENTS

The Fayetteville Alternative Transportation and Trails Master Plan designates a trail to be constructed within the right of way proposed to be vacated. To make this connection in the future a 30 foot wide multi-use trail easement will need to be retained along the west edge of the proposed vacated area. The easement will also need to turn back east at the north end to align with the existing water and sewer easement heading to the intersection of I-49 and Garland. Please Matt Mihalevich, Trails coordinator at 575-3416 with any question about the easement location.

Multi-Use Trail Easement Language:

A permanent easement to construct, maintain, repair and/or replace a multi-use trail for public access, together with all appurtenances thereto including lighting and public art, on, over, across, and through the following described land labeled City of Fayetteville multi-use trail easement on this final plat. The Grantor agrees not to erect any buildings, fences or structures in said permanent easement.

Thank you,
Matt

Matt Mihalevich
Trails Coordinator
mmihalevich@fayetteville-ar.gov
(479) 444-3416

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 16 JULY 2014

UTILITY COMPANY: WATER & SEWER

APPLICANT NAME: JORGENSEN

APPLICANT PHONE: jorgensen@acso.ca
442-9127

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address NORTH OF DRAKE & McCONNELL

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

EASEMENT CANNOT BE VACATED DUE TO ACTIVE
WATER & SEWER LINES PRESENT. APPROVAL

No objections provided the following conditions are met
CAN BE APPLIED FOR AGAIN ONCE
LINES ARE REMOVED & RELOCATED

Signature of Utility Company Representative

INTERIM DIRECTOR FOR WATER & SEWER FUNCTIONS
Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/28/14
UTILITY COMPANY: AT&T
APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127
Jorgensen & Assoc
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North R/W of McConnell Ave
East of United Rental

- ☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☒ No objections provided the following conditions are met:
AT&T agrees to vacate stated easement. However if any damage to or if facilities require relocation
will be the responsibility of the property owner/developer

[Signature]
Signature of Utility Company Representative

Manager OSP Plan & Engng Design
Title

December 2013
Page 5

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 5/28/14
UTILITY COMPANY: Source Gas
APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127
Jorgensen & Assoc
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North R/W of McConnell Ave
East of United Rental

- ☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met

Will not vacate until new line/easement created

Signature of Utility Company Representative

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 5/28/14

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North R/W of McConnell Ave
East of United Rental

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Ozarks has an existing 30 foot easement (15 foot on either side of the center of the line)
for the existing overhead power line. This easement will need to remain.

☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE 5/28/14

UTILITY COMPANY: SLUEPCO - AEP

APPLICANT NAME Dennis Nelms APPLICANT PHONE 442-9127

REQUESTED VACATION (applicant must check all that apply):

Jorgensen & Assoc.

☐ Utility Easement

☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North Plw of McConnell Ave
East of United Rental

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above, and no comments.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below)

☐ No objections provided the following conditions are met.

[Signature]
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/28/14

UTILITY COMPANY: Lox

APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127
Jorgensen & Assoc

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North R/W of McConnell Ave
East of United Rental

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Has Communication line in R/W that if needs to be relocated
will be @ developer expense. Needs easement.

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/28/14

UTILITY COMPANY: Fayetteville Transportation

APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address North R/w of McConnell Ave
East of United Rental

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Terry D Gully
Signature of Utility Company Representative

Trans Service DR
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7-31-14

UTILITY COMPANY: City of Fayetteville Solid Waste

APPLICANT NAME: Dennis Nelms APPLICANT PHONE: 442-9127 (Jorgensen)

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

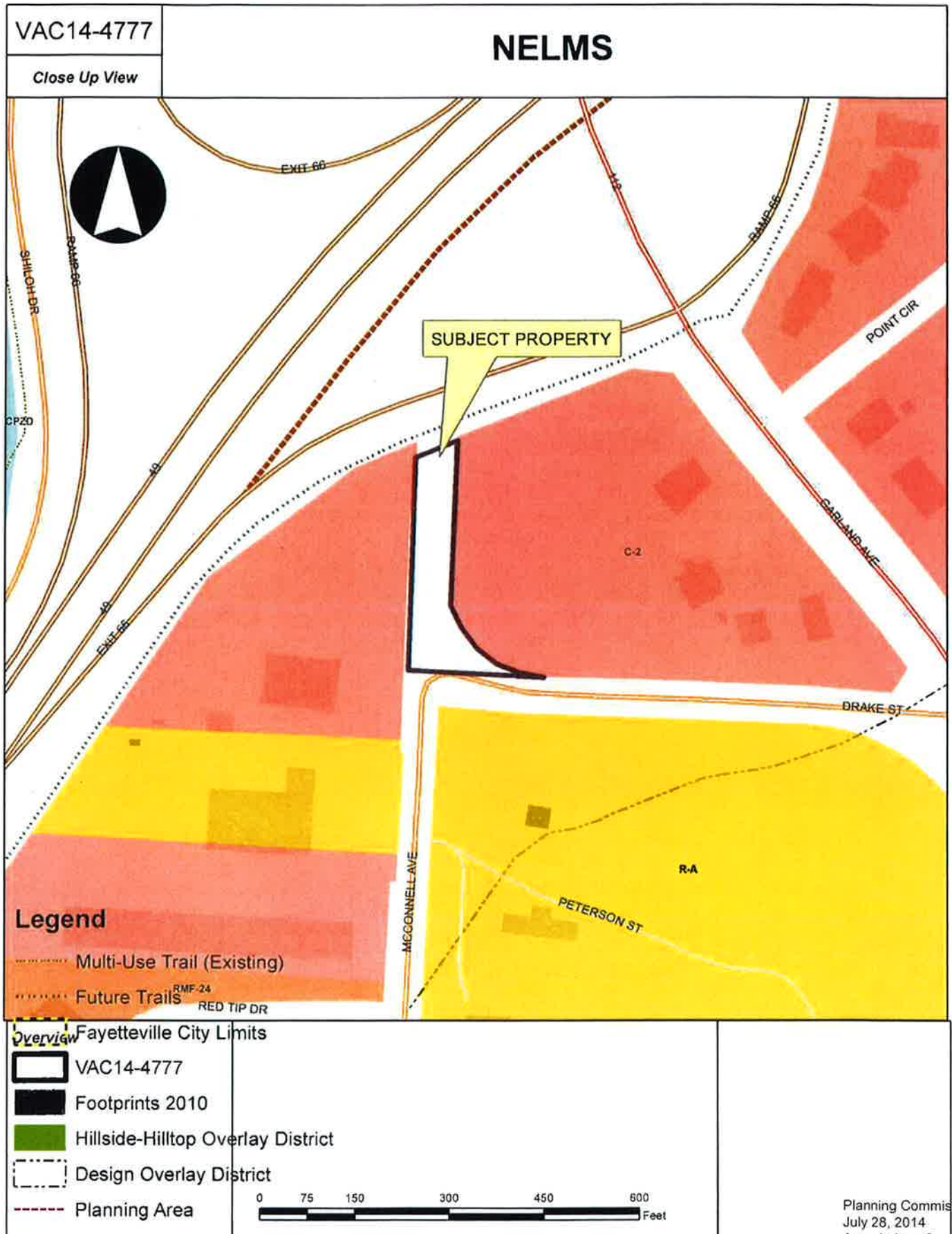
- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Waste Reduction Coordinator
Title



One Mile View

Subject Property
☐ VAC14-4777

0 0.25 0.5

1 Miles

14-4777 Nelms
Page 18 of 18

City of Fayetteville Staff Review Form

2014-0351

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Quin Thompson

7/29/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 14-4768: Vacation (2622 E. GOLDEN OAKS DR./HERRIMAN, 332): Submitted by ARLIS HERRIMAN for property located at 2622 E. GOLDEN OAKS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of an existing utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

V20140710



Approval Date:

Quin Thompson
Ordinance needs amendment now okay 8-5-14
OK w/r 8-1-14 Kit
Paul A. Becker 8-5-2014

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director *amy*

FROM: Quin Thompson, Current Planner

DATE: July 29, 2014

SUBJECT: **VAC 14-4768: Vacation (2622 E. GOLDEN OAKS DR./HERRIMAN, 332):**
Submitted by ARLIS HERRIMAN for property located at 2622 E. GOLDEN OAKS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of an existing utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate existing utility easement.

BACKGROUND:

The subject 0.31 acre property is located at 2622 E. Golden Oaks Drive, is zoned RSF-4, Residential Single Family and is currently developed with a single family residence of approximately 2035 square feet. There is existing easement area in the backyard that is not required for City or franchise utility use.

The applicant requests vacation of a portion of a general utility and water/sewer easement in the backyard of the property as shown on the attached plat.

DISCUSSION:

On July 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation for approval.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4768 SUBMITTED BY ARLIS HERRIMAN FOR PROPERTY LOCATED AT 2622 EAST GOLDEN OAKS ROAD TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT, A TOTAL OF 275 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes;

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 vacates and abandons the following portions of utility easement described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following condition of approval:

1. Any damage or relocation of existing facilities shall be at the owner/developer's expense.

PASSED and APPROVED this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

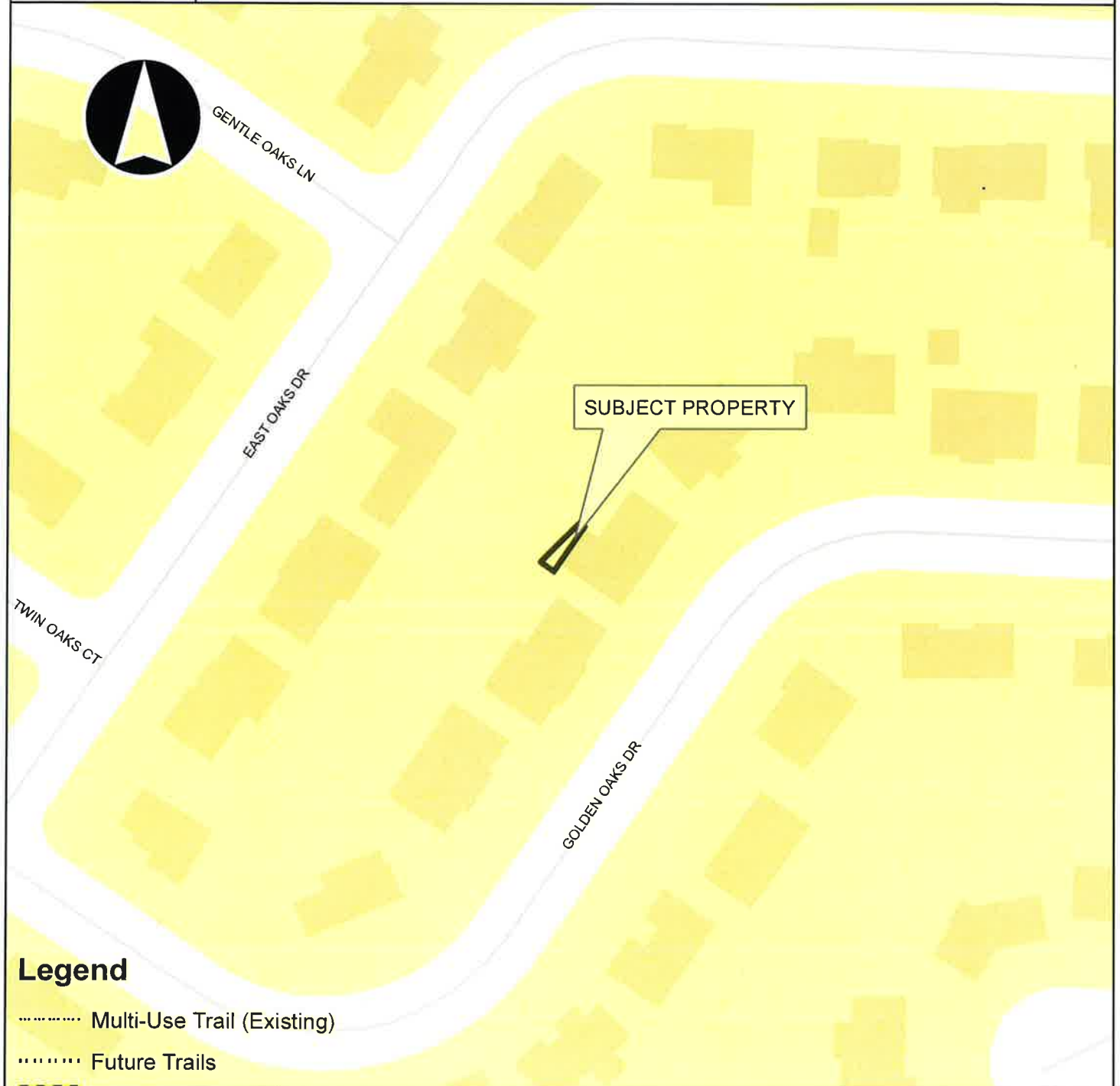
14-4768

C. 3
VAC 14-4768
(Arlis Herriman 2622 East Golden Oaks Road)
4 of 22

VAC14-4768

HERRIMAN

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

-  Fayetteville City Limits
-  VAC14-4768
-  Footprints 2010
-  Hillside-Hilltop Overlay District
-  Design Overlay District
-  Planning Area

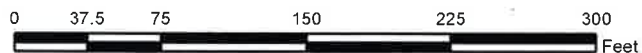


EXHIBIT 'B'
14-4768

PORTION OF EASEMENT TO BE VACATED:

A PART OF LOT 8 IN BLOCK 8 OF EAST OAKS
SUBDIVISION PHASE I, FAYETTEVILLE,
ARKANSAS, AS PER PLAT OF SAID SUBDIVISION
RECORDED IN THE OFFICE OF THE CIRCUIT
CLERK AND EX-OFFICIO RECORDER OF
WASHINGTON COUNTY, ARKANSAS AND BEING
DESCRIBED AS FOLLOWS: COMMENCING AT THE
SW CORNER OF SAID LOT 8 THENCE
557°56'05"E 39.03 FEET, THENCE
N32°03'55"E 5.00 FEET TO THE P. O. B.,
THENCE PARALLEL TO AN EXISTING SEWER LINE
N42°51'57"E 37.68 FEET, THENCE
S57°56'05"E 3.91 FEET, THENCE S32°03'55"W
37.01 FEET, THENCE N57°56'05"W 10.97 FEET
TO THE P. O. B. CONTAINING 275 SQUARE FEET
MORE OR LESS SUBJECT TO EASEMENTS AND
RIGHT OF WAY OF RECORD.



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 28, 2014~~ **UPDATED 7-30-2014**

SUBJECT: **VAC 14-4768: Vacation (2622 EAST GOLDEN OAKS DR./HERRIMAN, 332):** Submitted by ARLIS HERRIMAN for property located at 2622 E. GOLDEN OAKS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of an existing utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4768** to the City Council with a recommendation for approval.

BACKGROUND:

Property and background: The subject 0.31 acre property is located at 2622 E. Golden Oaks Drive, is zoned RSF-4, Residential Single Family and is currently developed with a single family residence of approximately 2035 square feet. There is existing easement area in the backyard that is not required for City or franchise utility use. Surrounding land use and zoning is depicted in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single Family Residential	RSF-4, Residential Single Family-4 units/acre
South	Single Family Residential	RSF-4, Residential Single Family-4 units/acre
East	Single Family Residential	RSF-4, Residential Single Family-4 units/acre
West	Single Family Residential	RSF-4, Residential Single Family-4 units/acre

Proposal: The applicant requests vacation of a portion of a general utility and water/sewer easement in the backyard of the property as shown on the attached plat.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections.

UTILITIES

Cox Communications

RESPONSE

No objections

AEP/SWEPCO

No objections

Source Gas

No objections.

AT&T

No objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Trash & Recycling

No objections

Transportation

No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4768** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.
2. An easement shall be retained with a minimum distance of 5' on each side of the existing gas main that is parallel and adjacent to the rear of the property line.

PLANNING COMMISSION ACTION: Required

Date: July 28, 2014

☐ Tabled

☒ Forwarded

☐ Denied

Motion: **CHESSER** Second: **COOK** _ Vote: 9-0-0

PASSED ON
CONSENT

CITY COUNCIL ACTION: Required

Date: 8-19-2014

☐ Approved

☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter

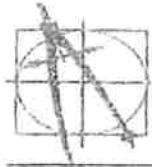
Petition to Vacate

Utility Approvals

Easement Vacation Exhibit

One Mile Map

Close Up Map



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

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

1/30/2014

Att: Jesse Fulcher
Re : Partial Easement Vacation (Herriman Property)

I am hereby requesting a partial easement vacation as shown on the attached documents.

Please call concerning any question you may have.

Thank you.

Sincerely;

Arlis Herriman

• PUBLIC WORKS • LAND DEVELOPMENT • WATER SYSTEMS • WASTEWATER SYSTEMS • LAND SURVEYING •

**PETITION TO VACATE a portion of a utility easement
LOCATED IN the CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate sought to be vacated as shown on attached easement vacation plat, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said portion of an easement as shown.

(SEE ATTACHED)

That the abutting real estate affected by said vacation would not be adversely affected.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate said portion of easement, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right of way.

Dated this 8 day of June, 2014.

ARLIS HERRIMAN

Printed Name

Arlis Herriman

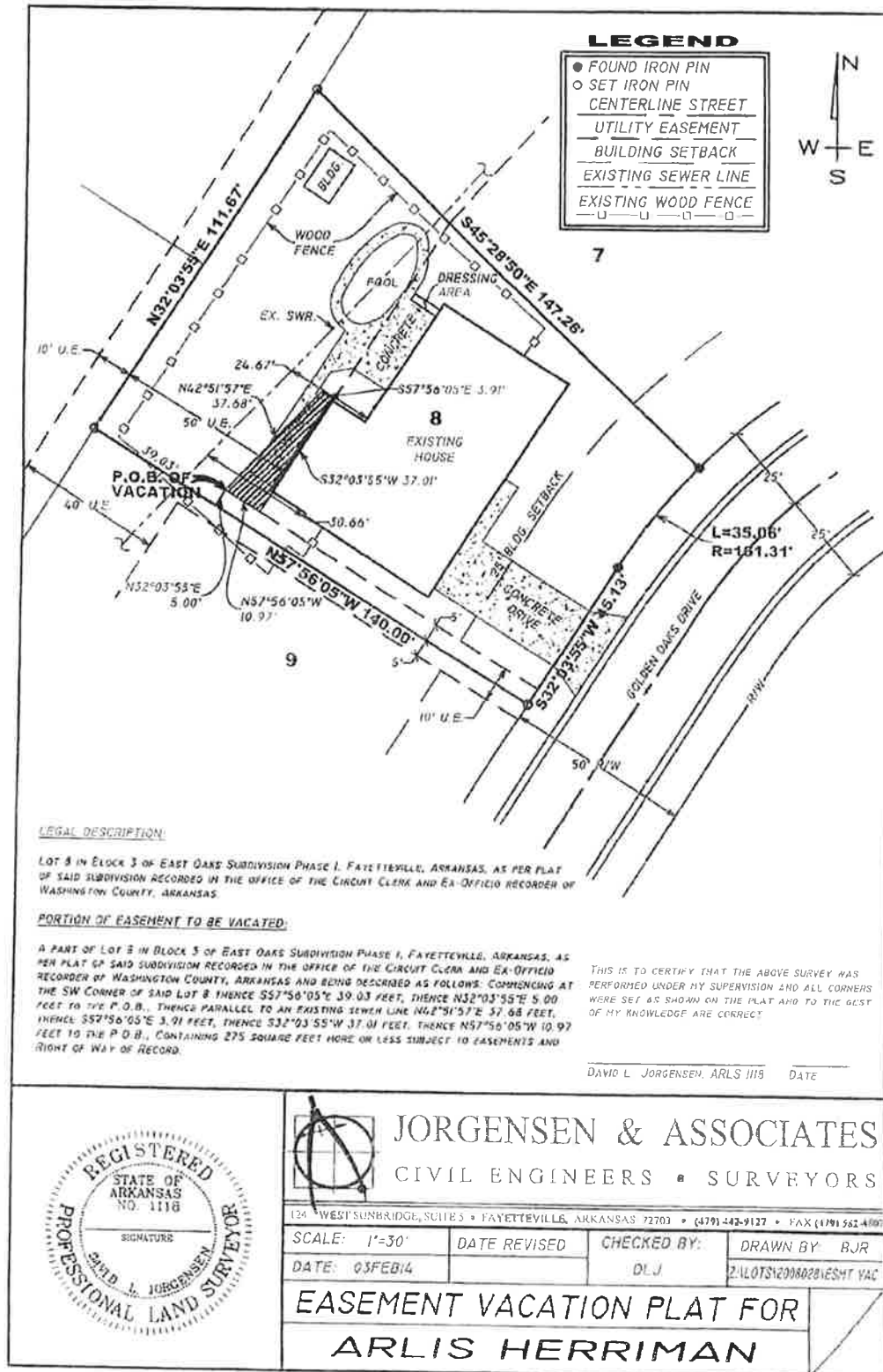
Signature

KATHY L. HERRIMAN

Printed Name

Kathy L Herriman

Signature



UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: AT & T

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Any damages to AT&T facilities will be paid for by the home owner.

Mr. Herriman.

Layne Rhodes
Signature of Utility Company Representative

Manager, Outside Plant Engineering/Design AT&T
Title

December 2013
Page 3

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: AEP / SWEP CO

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

John Baker
Signature of Utility Company Representative

Distribution Engineer
Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: SOURCE GAS

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR., FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

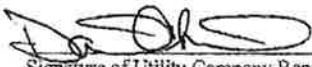
- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

A utility easement is retained with a minimum distance of 5'
on each side of the existing gas main that is parallel and
adjacent to the rear property line.

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Division Manager

Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: Cox Communications

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at the owner/developers expense.

All other utility easements on this property are retained with the exception of this vacated portion.

Chad L. JF
Signature of Utility Company Representative

Construction Planner NWA III
Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: OZARK ELECTRIC

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

December 2013
Page 5

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: FAYETTEVILLE WATER & SEWER

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:


Signature of Utility Company Representative

INTERIM UTILITIES DIRECTOR
Title

December 2013
Page 5

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3-21-2014

UTILITY COMPANY: FAYETTEVILLE SOLID WASTE

APPLICANT NAME: ARLIS HERRIMAN APPLICANT PHONE: 479-445-2927

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 2622 E GOLDEN OAKS DR, FAYETTEVILLE, AR 72703
AKA: LOT 8, BLOCK 3 of EAST OAKS Subdivision Phase I

☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative
Waste Reduction Coordinator
Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: July 9, 2014

UTILITY COMPANY: Fayetteville Transportation Dept

APPLICANT NAME: Arlis Herriman APPLICANT PHONE: 479.445.2927

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2622 E. Golden Oaks Dr.

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

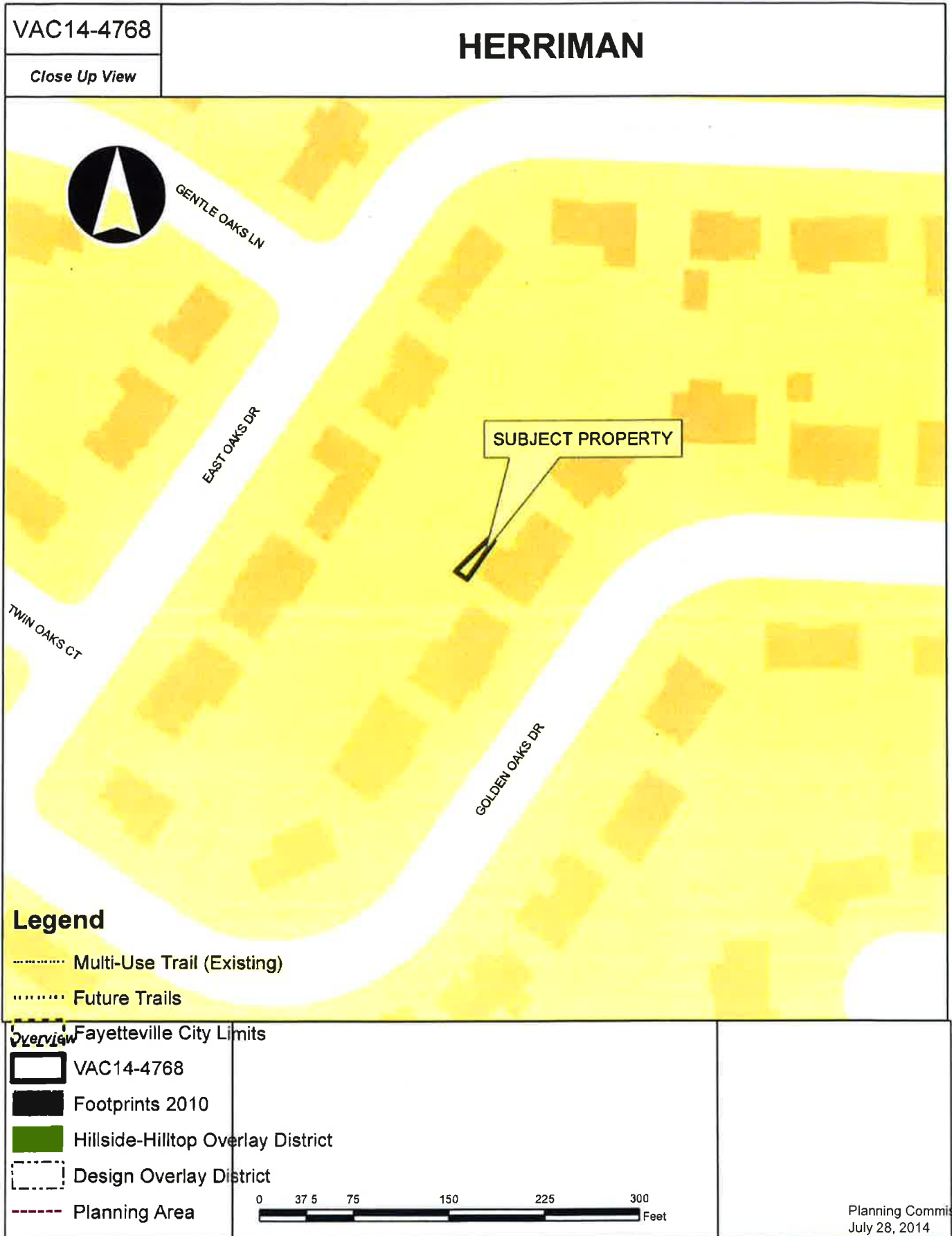
UTILITY COMPANY COMMENTS:

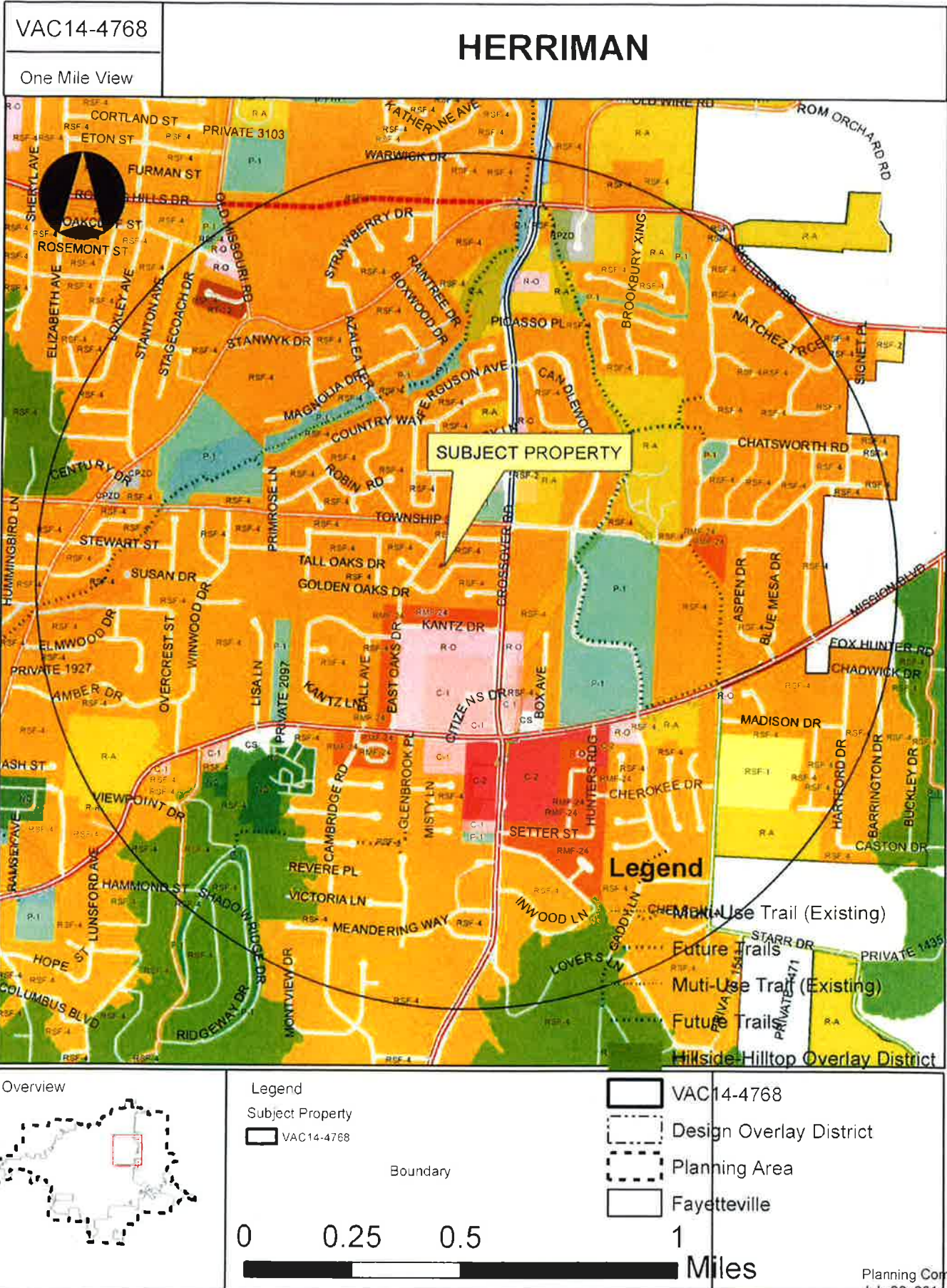
- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Terry J. Gully
Signature of Utility Company Representative

Transportation Director
Title





City of Fayetteville Staff Review Form

2014-0354

Legistar File ID

8/19/2014

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

Jesse Fulcher

7/29/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 14-4776: Vacation (3535 N. COLLEGE AVE./SJ COLLINS, 213): Submitted by JORGENSEN AND ASSOCIATES for property located at 3535 N. COLLEGE AVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.60 acres. The request is to vacate an existing 25' utility easement.

Budget Impact:

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

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

V20140710



Approval Date:

[Signature] 8-1-14
Paul A. Belen 8-1-2014
Dan Man 8-1-14

[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: June 25, 2014

SUBJECT: **VAC 14-4776: Vacation (3535 N. COLLEGE AVE./SJ COLLINS, 213):**
Submitted by JORGENSEN AND ASSOCIATES for property located at 3535 N. COLLEGE AVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.60 acres. The request is to vacate an existing 25' utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate existing utility easement.

BACKGROUND:

The property is located at 3535 N. College Avenue, is zoned C-2, Thoroughfare Commercial and contains approximately 6.60 acres. The Planning Commission approved a large scale development on the property on May 12, 2013 and the existing car dealership on the property has recently been demolished.

The applicant is requesting approval to vacate an existing utility easement on the south side of the property that conflicts with one of the proposed new buildings. There is an existing gas line within the easement that will be relocated by the developer at the time of construction.

DISCUSSION:

On July 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation for approval.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4776 SUBMITTED BY JORGENSEN & ASSOCIATES FOR PROPERTY LOCATED AT 3535 NORTH COLLEGE AVENUE TO VACATE AN EXISTING UTILITY EASEMENT, A TOTAL OF 6,300 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the utility easement is not required for corporate purposes;

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 vacates and abandons the following utility easement described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval:

1. Any damage or relocation of existing facilities shall be at the owner/developer's expense.
2. The vacation shall not be effective unless and until the gas line is relocated and a new easement is dedicated.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

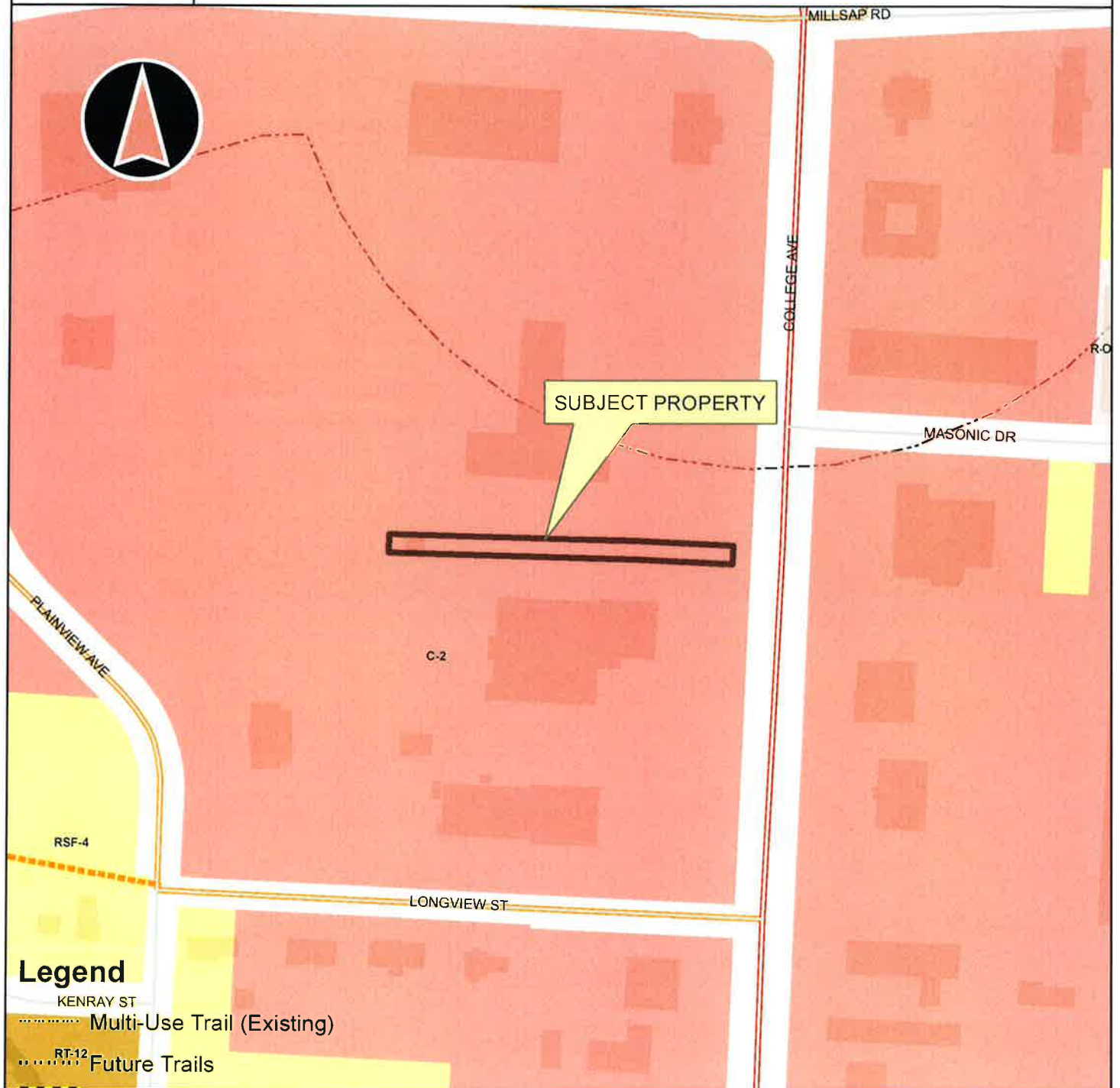
14-4776

C. 4
VAC 14-4776 (3535 North College Avenue)
4 of 26

VAC14-4776

SJ COLLINS

Close Up View



Overview Fayetteville City Limits

- VAC14-4776
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

EXHIBIT 'B'

14-4776

LEGAL DESCRIPTION: EASEMENT TO BE VACATED

PART OF THE SW1/4 OF THE SE1/4 OF SECTION 26, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4, SE1/4 THENCE S02°56'19"W 166.40 FEET, THENCE N87°05'21"W 64.23 FEET TO THE P.O.B., THENCE N87°05'21"W 133.08 FEET, THENCE N88°30'31"W 334.38 FEET, THENCE N01°20'33"E 25.00, THENCE S88°30'31"E 334.75 FEET, THENCE S87°05'21"E 133.36 FEET, THENCE S02°51'04"W 25.00 FEET TO THE P.O.B.; CONTAINING 0.145 ACRES (6,316.98 S.F.) MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, City Planning Director

MEETING DATE: ~~July 28, 2014~~ Updated July 30, 2014

SUBJECT: **VAC 14-4776: Vacation (3535 N. COLLEGE AVE./SJ COLLINS, 213):**
 Submitted by JORGENSEN AND ASSOCIATES for property located at 3535 N. COLLEGE AVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.60 acres. The request is to vacate an existing 25' utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4776** to the City Council with a recommendation for approval.

BACKGROUND:

The property is located at 3535 N. College Avenue, is zoned C-2, Thoroughfare Commercial and contains approximately 6.60 acres. The Planning Commission approved a large scale development on the property on May 12, 2013 and the existing car dealership on the property has recently been demolished.

Table 1
 Surrounding Land Use/Zoning

Direction from Site	Land Use	Zoning
North	Office	C-2, Thoroughfare Commercial
South	Lewis car dealership	C-2, Thoroughfare Commercial
East	Commercial	C-2, Thoroughfare Commercial
West	Undeveloped; office	C-2, Thoroughfare Commercial

Proposal: The applicant is requesting approval to vacate an existing utility easement on the south side of the property that conflicts with one of the proposed new buildings. There is an existing gas line within the easement that will be relocated by the developer at the time of construction.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections, provided that the existing gas line is relocated and a new easement is dedicated.

UTILITIES

Cox Communications

RESPONSE

No objections with conditions

AEP/SWEPCO

No objections with conditions

Ozarks Electric

No objections with conditions

Source Gas

The existing gas line must be relocated and a new easement dedicated.

AT&T

No objections with conditions

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Transportation

No objections

Recycling and Trash Collection

No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4776** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.
2. The existing gas line shall be relocated and a new easement shall be dedicated over the new line.
3. Prior to being placed on the City Council agenda the applicant shall provide utility approval forms signed by Source Gas, AT&T and City Transportation.

PLANNING COMMISSION ACTION: Required

Date: July 28, 2014

☐ Tabled

☒ Forwarded

☐ Denied

Motion: Winston

Second: Cook

Vote: 9-0-0

CITY COUNCIL ACTION: Required

Date: _____

☐ Approved

☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter

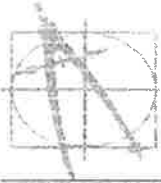
Petition to Vacate

Utility Approvals

Easement Vacation Exhibit

One Mile Map

Close Up Map



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 FAX (479) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

Attached please find a drawing which shows a 25' utility easement to be vacated. This is located North of the Lewis Ford property and is on the property to be developed for Whole Foods. This 25' easement has an existing gas line in it to be relocated. We are requesting a response from you for this vacation. Please see the attached and e-mail me at (dave@jorgensenassoc.com).

Thank you very much

Sincerely


David L. Jorgensen, P.E.

PETITION TO VACATE an easement, **LOCATED IN** the **CITY OF FAYETTEVILLE, ARKANSAS**

To: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in, the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows: (See attached)

That the abutting real estate affected by said abandonment used by the public for a period of many years, and the public interest and welfare would not be adversely affected by the abandonment of the above described easement,

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described easement.

Dated this 16th day of June, 2014
College Marketplace (Fayetteville), LLC

Printed Name

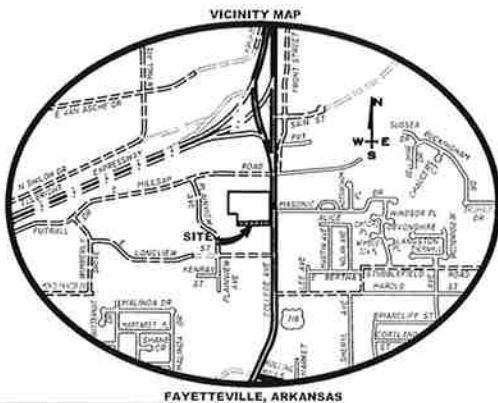
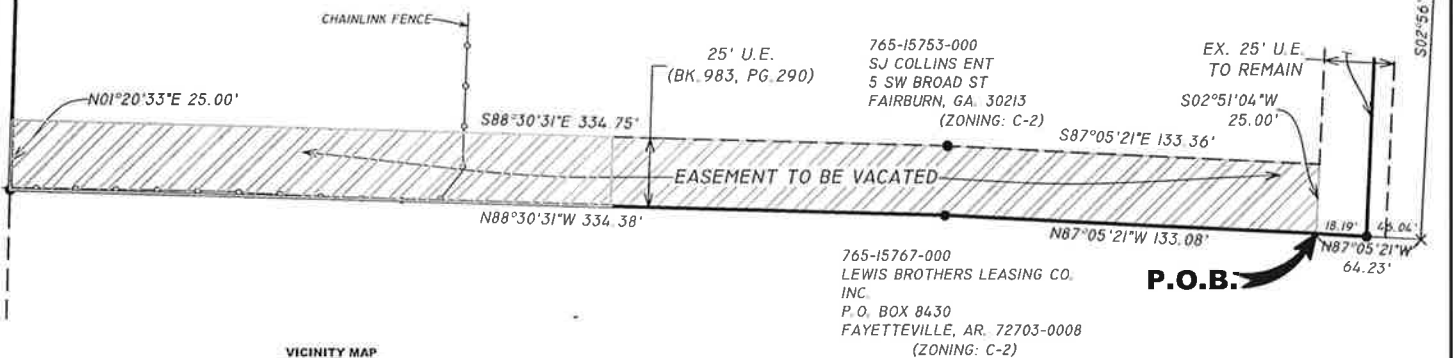
Signature

Printed Name

Signature

LEGAL DESCRIPTION: EASEMENT TO BE VACATED

PART OF THE SW1/4 OF THE SE1/4 OF SECTION 26, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4, SE1/4 THENCE S02°56'19"W 166.40 FEET, THENCE N87°05'21"W 64.23 FEET TO THE P.O.B., THENCE N87°05'21"W 133.08 FEET, THENCE N88°30'31"W 334.38 FEET, THENCE N01°20'33"E 25.00, THENCE S88°30'31"E 334.75 FEET, THENCE S87°05'21"E 133.36 FEET, THENCE S02°51'04"W 25.00 FEET TO THE P.O.B.; CONTAINING 0.145 ACRES (6,316.98 S.F.) MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

SCALE: 1"=50'	DATE REVISED	CHECKED BY:	DRAWN BY: SEM
DATE: 24APR2014	17JUNE14	DLJ	Z:\LSD\120131201ESMT VAC

EASEMENT VACATION FOR
COLLEGE MARKET PLACE (FAYETTEVILLE) LLC



UTILITY WORK AGREEMENT (DEVELOPER)

Developer: College Market Place "Fayetteville" LLC
Developer's Address: 5 SW Broad Street, Suite B, Fairburn, GA 30213
Job Location: 3425 N. College Ave., Fayetteville, AR 72703

This Utility Work Agreement ("Agreement") is made and entered into this 1st day of July, 2014, by and between College Market Place "Fayetteville" LLC (hereinafter referred to as "Developer"), and SourceGas Arkansas Inc. (hereinafter referred to as "SourceGas").

WHEREAS, Developer proposes to make certain improvements at the location designated above, and as a result of such improvements, SourceGas must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Developer's proposed improvements, Developer wishes SourceGas to do the following: Relocate 345' of 4" steel high pressure distribution main for new Whole Foods store in Fayetteville, Arkansas. Beginning on the west side of Highway 71B at Masonic Drive start at longitude -94.145238 latitude 36.113012 then proceed west 230' to longitude -94.146006 latitude 36.112999 then proceed south 115' to longitude -94.146085 latitude 36.112670 to make tie-ins.

(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in SourceGas' plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Developer agrees to pay for the cost of such Work to the extent herein agreed upon.



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, DEVELOPER AND SOURCEGAS AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Developer's property, Developer hereby grants to SourceGas an easement or license to install and operate utility facilities on or across Developer's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to SourceGas beginning the Work, Developer will, at no cost to SourceGas, furnish SourceGas with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release SourceGas from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.
2. Where applicable hereunder by reason of new construction on existing utility rights of way, SourceGas hereby grants to Developer the right to use for Developer's purposes the lands within the limits of the improvement project limits on or across which SourceGas holds a valid property interest antedating Developer's rights which were subsequently acquired in the same lands, and which property rights SourceGas shall retain so long as SourceGas, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Developer through removal of facilities in performing the Work or by subsequent removal of facilities for SourceGas' convenience; and Developer hereby agrees that SourceGas, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does SourceGas waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.
3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Developer or SourceGas in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Developer or of SourceGas, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.



4. The estimated cost of the Work is \$33,445.00. After it has completed the Work, SourceGas will bill Developer for the actual cost of the Work. Developer shall pay such invoice within 30 days of Developer's receipt of the invoice. If Developer fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.
5. SourceGas will perform the Work, as described on the first page of this Agreement. SourceGas will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond SourceGas' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to SourceGas. SourceGas shall not be obligated to commence the Work unless and until, at no cost to SourceGas, all necessary easements and rights of way have been executed, acknowledged and delivered to SourceGas in a form acceptable to SourceGas.
6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in SourceGas. Developer understands, acknowledges and agrees that Developer shall have no title to, interest in, or ownership of those facilities.
7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.
8. Developer and SourceGas acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.
9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of SourceGas. In the event of a conflict between this



Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.

10. In the event SourceGas is required to initiate litigation to enforce the terms and conditions of this Agreement, then SourceGas shall have the right to recover from Developer SourceGas' costs and expenses of such litigation, including reasonable attorney fees.

11. Developer acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

SOURCEGAS ARKANSAS INC.

COLLEGE MARKET PLACE
"FAYETTEVILLE" LLC

By: _____
Douglas Whitefoot

By: *[Signature]*
Steve Collins

Its: ~~SourceGas~~ Vice President Operations

Its: Managing Member

[Signature]
681AEG4D04D2418...

Federal Tax I.D.No.:470963281

DS
DB

DS
DC

DS
JW

DS
MG

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: Source Gas

APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*): Jorgensen & Assoc. S

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 25' U.E North of Lewis Ford (See attached)

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Will not vacate until new gas line installed

- ☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 7-23-14

UTILITY COMPANY: City of Fayetteville - Transportation

APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-91257

REQUESTED VACATION (applicant must check all that apply): Jorgensen & Assoc S

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' U.E. North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Terry D. Gully
Signature of Utility Company Representative

Transportation Director
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7-28-2014

UTILITY COMPANY: AT&T

APPLICANT NAME: S.J. Collins

APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply):

Jorgensen & Assoc

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' U.E North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(Specify location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
AT&T agrees to the vacation of the above stated easement. If any AT&T facilities
require relocation or are damaged will be the responsibility of the Developer/Owner.

Jeff Hamel
Signature of Utility Company Representative

Manager OSP Plng & Engrg Design

Title

December 2013
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5-5-14
UTILITY COMPANY: City Of Fayetteville Solid Waste
APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-9127
REQUESTED VACATION (applicant must check all that apply): Jorgensen & Assoc. S

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' U.E. North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian P. [Signature]
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 5/6/2014

UTILITY COMPANY: Cox

APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply): Jorgensen & Assoc

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' D.E. North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Any damage to or relocation of existing facilities will be at the owners/developers expense.

Chad J. M.
Signature of Utility Company Representative

Construction Planner III NWA
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: OZARKS Electric

APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply): Jorgensen & Assoc

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' D.E North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/8/14
UTILITY COMPANY: SWEPCO - AEP
APPLICANT NAME: S. J. Collins APPLICANT PHONE: 442-9127
REQUESTED VACATION (applicant must check all that apply): Torgensen & Assoc

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' U.E North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

John Payer
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 14 MAY 2014

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: S. J. Collins

APPLICANT PHONE: 442-9127
Jorgensen & Assoc S

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address 25' U.E. North of Lewis Ford (See attached)

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

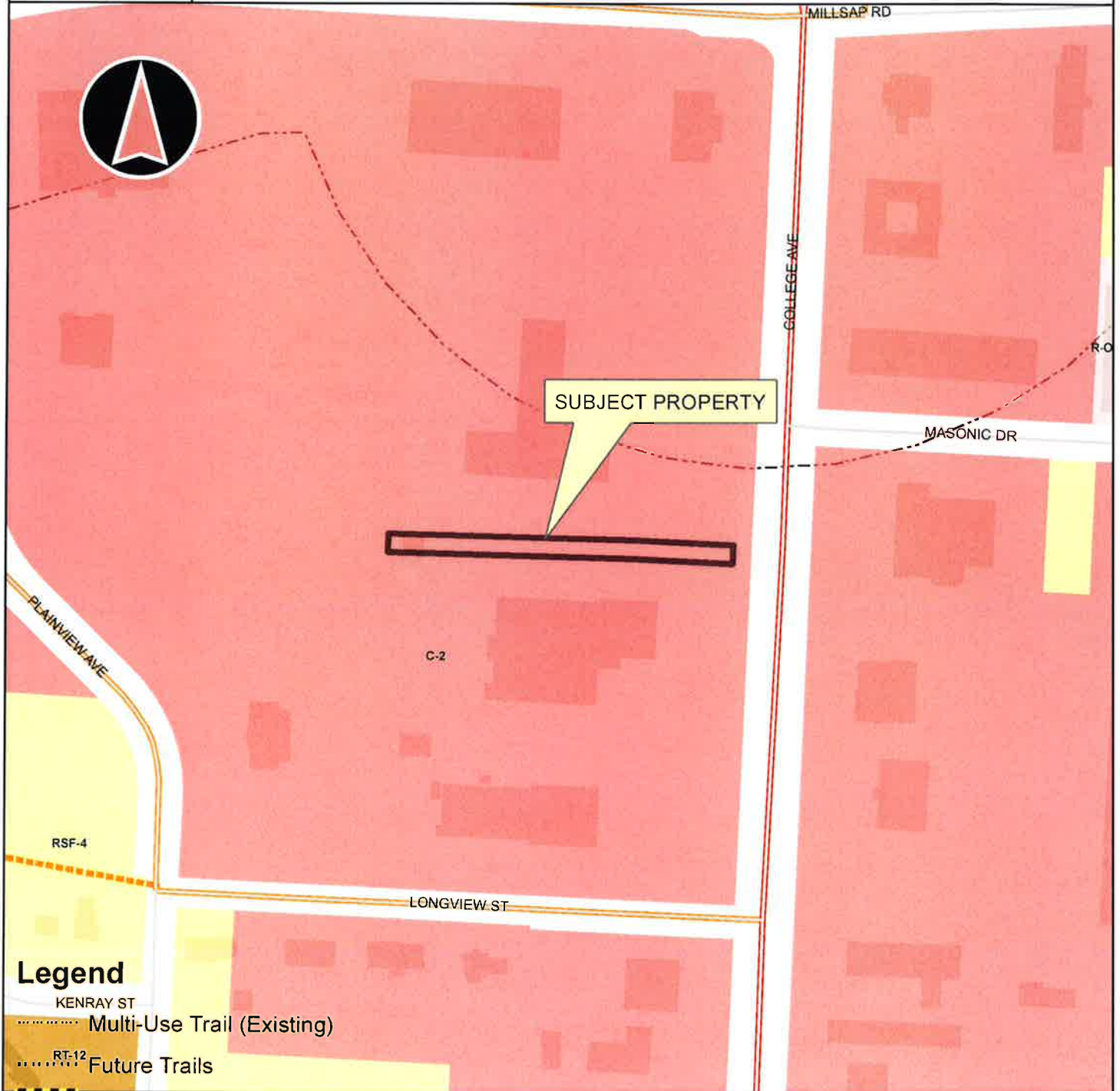
Tom Jorgensen
Signature of Utility Company Representative

INTERIM UTILITY DIRECTOR
Title

VAC14-4776

SJ COLLINS

Close Up View



Legend

- KENRAY ST
- Multi-Use Trail (Existing)
- RT-12 Future Trails

Overview Fayetteville City Limits

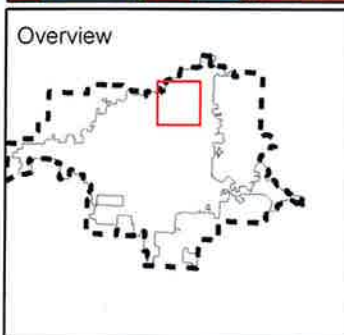
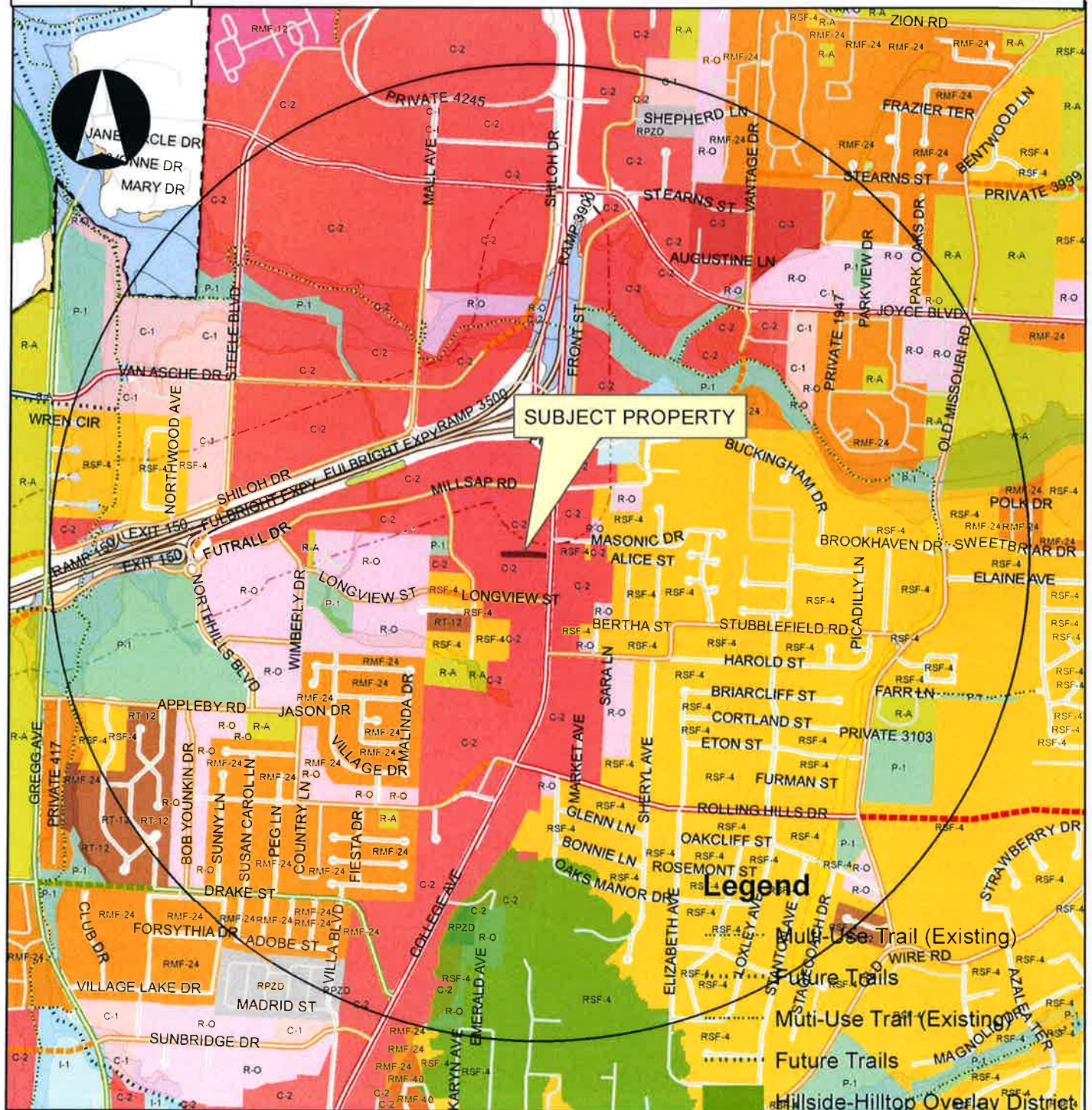
- VAC14-4776
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area



VAC14-4776

One Mile View

SJ COLLINS



Legend

Subject Property

VAC14-4776

Boundary



VAC14-4776

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

Agenda Session 8/12/14

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 19, 2014**

A meeting of the Fayetteville City Council will be held on August 19, 2014 at 5:30 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:

1. **Quarterly Financial Report – 2nd Quarter 2014**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the August 05, 2014 City Council meeting minutes.
- ✓ 2. **Evans Construction and Remodeling, LLC (898 S. Hill Avenue):** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.
- ✓ 3. **Justice Assistance and State Drug Crime Enforcement Grant:** A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.
- ✓ 4. **B & H Photo Video:** A resolution to award Bid #14-44 and authorize the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.
- ✓ 5. **McClelland Consulting Engineers (Zion Road):** A resolution to authorize an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road, and to approve a Budget Adjustment.
- ✓ 6. **John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center):** A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.
- ✓ 7. **CivicPlus (Website Redesign):** A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.
- ✓ 8. **New World Systems (Data Sharing Software Module):** A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.
- ✓ 9. **Bid #14-43 Benchmark Construction:** A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

- ✓ **10. Master Street Plan Amendment:** A resolution amending the Master Street Plan by removing the internal collector streets that were planned in the Southpass R-PZD 08-2898 and downgrading Finger Road from a collector to a local street from the intersection of Plumerosa Road South to the Mount Kessler area, as described and depicted in the attached map.

B. Unfinished Business:

- ✓ **1. Enact Chapter 119 Civil Rights Administration:** An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. *This ordinance was left on the First Reading at the July 15, 2014 City Council meeting. This ordinance was amended and left on the Second Reading at the August 5, 2014 City Council meeting.*

Left on the Second Reading

- ✓ **2. 2015-2019 Capital Improvements Plan (CIP):** A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. *This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting.*

C. New Business:

- ✓ **1. VAC 14-4780 (1414 S. Happy Hollow Road):** An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way.
- ✓ **2. VAC 14-4777 (McConnell and Drake):** An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement.
- ✓ **3. VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road):** An ordinance approving VAC 14-4768 submitted by Arlis Herriman for property located at 2622 East Golden Oaks Road to vacate a portion of an existing utility easement, a total of 275 square feet.
- ✓ **4. VAC 14-4776 (3535 North College Avenue):** An ordinance approving VAC 14-4776 submitted by Jorgensen & Associates for property located at 3535 North College Avenue to vacate an existing utility easement, a total of 6,300 square feet.

Add: Gully Land Purchase

D. City Council Agenda Session Presentations:

1. Economic Development Quarterly Presentation –Chung Tan, Chamber of Commerce

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Pre-agenda 8-6-14

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 19, 2014

A meeting of the Fayetteville City Council will be held on August 19, 2014 at 5:30 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:

1. Quarterly Financial Report – 2nd Quarter 2014, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

- ✓ 1. **Approval of the August 05, 2014 City Council meeting minutes.**
- ✓ 2. **Evans Construction and Remodeling, LLC (898 S. Hill Avenue):** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.
- ✓ 3. **Justice Assistance and State Drug Crime Enforcement Grant:** A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.
- ✓ 4. **B & H Photo Video:** A resolution to award Bid #14-44 and authorize the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.
- ✓ 5. **McClelland Consulting Engineers (Zion Road):** A resolution to authorize an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road, and to approve a Budget Adjustment.
- ✓ 6. **John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center):** A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.
- ✓ 7. **CivicPlus (Website Redesign):** A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.
- ✓ 8. **New World Systems (Data Sharing Software Module):** A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.
- ✓ 9. **Bid #14-43 Benchmark Construction:** A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

B. Unfinished Business:

- ✓ 1. **Enact Chapter 119 Civil Rights Administration:** An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. *This ordinance was left on the First Reading at the July 15, 2014 City Council meeting. This ordinance was amended and left on the Second Reading at the August 5, 2014 City Council meeting.*

Left on the Second Reading

- move to 1.2
#1 2. **2015-2019 Capital Improvements Plan (CIP):** A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. *This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting.*

C. New Business:

- ✓ 1. **VAC 14-4780 (1414 S. Happy Hollow Road):** An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way.
- ✓ 2. **VAC 14-4777 (McConnell and Drake):** An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement.
- ✓ 3. **VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road):** An ordinance approving VAC 14-4768 submitted by Arlis Herriman for property located at 2622 East Golden Oaks Road to vacate a portion of an existing utility easement, a total of 275 square feet.
- ✓ 4. **VAC 14-4776 (3535 North College Avenue):** An ordinance approving VAC 14-4776 submitted by Jorgensen & Associates for property located at 3535 North College Avenue to vacate an existing utility easement, a total of 6,300 square feet.
- move to 1.2
to consent
14.10 ✓ 5. **Master Street Plan Amendment:** A resolution amending the Master Street Plan by removing the internal collector streets that were planned in the Southpass R-PZD 08-2898 and downgrading Finger Road from a collector to a local street from the intersection of Plumerosa Road South to the Mount Kessler area, as described and depicted in the attached map.

D. City Council Agenda Session Presentations:

1. Economic Development Quarterly Presentation – Chung Tan, Chamber of Commerce

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Branson, Lisa

From: Marr, Don
Sent: Monday, July 28, 2014 12:43 PM
To: Branson, Lisa
Subject: RE: Econ. Dev. Quarterly presentation

Yes, this is fine – we approve this addition request.

Thanks Lisa.

D

Don Marr

Chief of Staff

Office of the Mayor

City of Fayetteville Arkansas

T 479.575.8330 | F 479.575.8257

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From: Branson, Lisa
Sent: Monday, July 28, 2014 9:24 AM
To: Marr, Don; Jordan, Lioneld
Cc: Pate, Jeremy; McCoy, Dee
Subject: FW: Econ. Dev. Quarterly presentation

Don,

Will you please approve adding the following presentation listed below to the August 12th agenda session meeting? There are currently no other presentation on the agenda.

Thanks,
Lisa

From: Pate, Jeremy
Sent: Monday, July 28, 2014 9:09 AM
To: Marr, Don; Branson, Lisa
Subject: Econ. Dev. Quarterly presentation

Would August 12 work for Chung's Econ Dev Quarterly Presentation to the Council at the Agenda Session? Both she and Steve will be out on August 26. Please let me know and we'll get it on their calendars and the tentative agenda.

Thank you,
Jeremy

Jeremy Pate

Development Services Director

City of Fayetteville, Arkansas

479.575.8265

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