

CITY OF SPRINGDALE
Committee Agendas
Monday, January 5th, 2015
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Finance Committee by Chairman?:

1. **A Resolution** authorizing the execution of a copier and printer lease agreement with Corporate Business System, presented by Gina Lewis, Director of HR. **Pg.'s 2-11**

Personnel Committee by Chairman Kathy Jaycox:

2. **A Resolution** amending Section 3.3, Uniforms and Personal Appearance, of the Personnel and Procedures Manual for the City of Springdale, Arkansas, presented by Gina Lewis, Director of HR. **Pg. 12**

Street & CIP Committee by Chairman Rick Evans:

3. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on property owned by National Brands Leasing (Parcel #815-29552-000) on the Johnson Road Improvements Project (CP-0808), presented by James Breakfield, Staff Engineer. **Pg. 13**
4. **A Discussion** concerning 5579 Har-Ber Acquisition, presented by Larry Fulfer and Ernest Cate, City Attorney. **Pg.'s 14-15**
5. **A Discussion** concerning the Traffic Calming Policy, presented by Sam Goade, Director of Public Works and Brad Baldwin, Director of Engineering. **Pg.'s 16-24**
6. **A Discussion** concerning drainage improvements, presented by Brad Baldwin, Director of Engineering. **Pg.'s 25-28**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A COPIER AND PRINTER LEASE AGREEMENT
WITH CORPORATE BUSINESS SYSTEMS**

WHEREAS, the City of Springdale's Human Resources Office needs to replace there old copier/fax/printer machine, and

WHEREAS, Corporate Business Systems has submitted a proposal to provide a new machine for 60 months with a monthly lease fee of \$155.22 with a monthly maintenance fee of \$27.00, and

WHEREAS, the Human Resources Director did compare machines and prices from other suppliers before making a recommendation of the machine offered b Corporate Business Systems;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a 60 month copier and printer lease agreement and maintenance agreement with Corporate Business Systems for a total monthly cost of \$182.22.

PASSED AND APPROVED this 13th day of January, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RECOMMENDED SOLUTIONS

QTY	Make	ITEM DESCRIPTION - <i>With Stapling & Hole Punch as Finishing Options</i>
1	Kyocera	TASKalfa 3051ci
1	Kyocera	DF-770(C)* 1,000 sheets Finisher
1	Kyocera	PH-7A 2/3 Hole Punch Unit for DF-770(C)/790(C)
1	Kyocera	DP-772 175 sheet Dual Scan Document Processor
1	Kyocera	FAX System(W)B Fax Board
1	Kyocera	AK-731 Attachment Kit for DF-770(C)/790(C)
1	Kyocera	Data Security Kit (E) Hard Drive Encryption/Overwrite Kit
1	Kyocera	Stand Copier Stand

Shipping (*Free of charge*)

Delivery and Set up (*Free of charge*)

100% PC connectivity (*Free of charge*)

Full on-site training by Customer Support Representative (*Free of charge*)

ESP Power/Network/Fax Filtration Unit / Surge Suppression (*Free of charge*)

CBS Lease Fair Market Value Lease Terms

Lease Term	Lease Payment
60	\$155.22

*Note: All lease prices are subject to credit approval.

Total Service and Supply Agreement

All parts, labor, supplies and preventative maintenance.

\$12.00	2,000 Mono pages included per month	Overage rate	\$0.0060
\$15.00	500 Color pages included per month	Color overage rate	\$0.0300

Excludes paper and staples.

***\$16.10/month less than State Contract Pricing = \$965.83 Over 60 Months!!!!**

***The Color/Mono Rates are Locked for 3 Years!!!!!!!!!!!!**

Signature: _____

Date: _____



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

3348 East Cherry Street • Springfield, MO 65802 • Phone: 417.831.6400 • Fax: 417.831.3183

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Corporate Business Systems of Missouri, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., containing the entry 'Kyocera TASKalfa 3051ci'.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See the attached Schedule A

TERM AND PAYMENT SCHEDULE

60 Payments* of \$ 155.22 The lease contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option.

- Options for purchase, renewal, or return of equipment with checkboxes and initials fields.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Signature line for Corporate Business Systems of Missouri, Inc. with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Signature line for City of Springdale with a red 'X' mark, and fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. #

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Signature line for City of Springdale with a red 'X' mark, and fields for SIGNATURE, TITLE, and DATE OF DELIVERY.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** **YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



PLEASE SELECT

- Managed Print Services (MPS)
- Total Service and Supplies (TSS)
- Rental Agreement

3448 East Cherry Street, Springfield, MO 65802 P (417) 831.6400 (800) 370.9984 F (417) 831.3183

BILL TO NAME City of Springdale - Human Resources
 STREET 201 Spring St., Room #200
 CITY Springdale ST AR ZIP 72764

BILLING CONTACT Gina Lewis
 EMAIL glewis@springdalear.gov
 PHONE 479-750-8535

AGREEMENT BASE PAYMENT \$ 27.00 MONO PAGES INCLUDED 2,000 COLOR PAGES INCLUDED 500

AGREEMENT START DATE _____ BASE BILLING CYCLE: MONTHLY QUARTERLY SEMI ANNUAL ANNUAL INCLUDED IN LEASE / MPS PAYMENT

AGREEMENT TERM (# of months) 60 OVERAGE BILLING CYCLE MONTHLY QUARTERLY SEMI ANNUAL ANNUAL AVERAGES BILLED BY LEASING CO

If this agreement covers more than one system or has 3 tier color, please check this box and utilize the "Schedule A" and/or "Schedule 3T"

Kyocera	TASKalfa 3051ci			Y		\$0.006	\$	0.03
	Human Resources		Gina Lewis		glewis@springdalear.gov			479-750-8535
			201 Spring St., Room #200		Springdale		AR	72764

1. This agreement includes all mechanical parts, drums, or photoconductors, toners, development units, fuser assemblies, fuser oil, paper feed kits, preventative maintenance, repair service, and 30 days free network support for any device installed on your network by a Corporate Business Systems' provided network engineer.

2. This agreement does not include: Paper, labels, staples, transparencies of any kind, software and/or network related issues directly related to the malfunction of the CBS installed device that occur after the 30 day CBS support has expired, or the installation and/or removal of toner or stapler cartridges unless directly related to the malfunction of the device.

3. When this service agreement covers a multifunctional or digital device that is located on your network, and it has been determined by our technician to be a problem other than the actual device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance from CBS for technical support outside the scope of this agreement, it will be billed at CBS's current service labor rate per hour.

4. If this agreement covers a color device, CBS reserves the right to adjust the color base and/or overage charge if the customer's color toner usage consistently exceeds a reasonable consumption. This reasonable consumption is based on a 20% fill (or coverage) rate on an 8.5" x 11" document. The actual fill rate for the customer's produced documents is calculated by the device and the report will be generated by an agent of CBS if shipped quantities of color toner exceed the average yield as specified by the manufacturer. At that time, the customer will be informed of any increase and be provided the generated report for their review.

5. In consideration of the performance and observance by the Customer of the terms and conditions hereof, Corporate Business Systems, hereafter referred to as "CBS", agrees, subject to the terms and conditions hereof, to train a key operator and to perform all maintenance as required. The technical representative will inspect, clean, lubricate and make ordinary and necessary mechanical adjustments on the above described equipment according to factory recommendations. CBS will also perform all intervening calls requested by the customer at no extra charge unless machine malfunction is caused by, act of God, vandalism, customer misuse, neglect or

6. All scheduled calls and intervening calls will be performed during CBS's normal working hours. The rate shown above for charges per copy and base charge are for performing maintenance only at the location listed above or on attached equipment schedule. Should the equipment be relocated, a different rate may prevail.

7. The customer agrees to appoint a key operator and to exert reasonable care in the operation of the equipment and to provide manufacturer recommended consumable supply items and customer care programs as frequently as needed for optimum machine performance.

**additional terms and conditions are found on the reverse side of this document. Your signature below demonstrates that you have read and agree to all terms &

Customer agrees to:

1. Assign an employee as key operator for each device or devices covered under this agreement
2. Replace all user replaceable supplies (toners, staples, paper etc.) as indicated by the system covered under this
3. Inform CBS of any changes in equipment location or removal of equipment covered under the agreement.
4. Make CBS aware of any network changes that affect the ability to remotely gather meters.
5. Provide meter readings when requested. Remote meter collection software may be deployed but if CBS can't collect meters through this means manual meter readings must be taken and provided to CBS.

Customer Signature _____

Mayor _____
 Title _____

Date _____

Drew Blake
 Signature of CBS Selling Representative _____ Drew Blake

8. Shop overhaul or alterations performed on the premises of CBS Service Center will be billed separately from this agreement. Such services shall be rendered after an estimate of the additional charge has been given to and approved by the Customer.

9. CBS shall not be obligated to provide services as called for in the agreement unless the Customer is current with all payments due CBS under the terms of this agreement or any other agreement related to specified equipment.

10. CBS may elect, due to significant cost increases from economic conditions outside of our control, to place a surcharge on this agreement to assist us in offsetting these unforeseen expenses. These surcharges will not exceed \$6.50 per invoice.

11. This agreement is automatically renews annually under the existing conditions for successive periods upon invoicing by CBS at the rate in effect at the time of renewal unless canceled by either party at least Ninety (90) days prior to the expiration date. In the event a customer elects early cancellation of this contract 20% of the remaining payments will be due at the end of the 90 day cancellation period. ~~This contract will not increase more than 10% in any one annual renewal period.~~ This agreement is subject to the approval by CBS of the mechanical and operational condition of the equipment. **RATES ARE LOCKED FOR 3 YRS** 

12. Customer is required to immediately notify CBS upon installation of any additional equipment at Customer's site capable of using CBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement. Clients must inform CBS of any changes of location of equipment under contract.

13. Customers under Rental Agreement contract may buy out of the contract for 30% of the remaining stream of payments. A one time fee of \$150.00 will be charged to customer on first invoice to offset the expense of delivery, set up, training and end of rental pick up of hardware.

14. CBS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. CBS agrees to treat Customer's Information on a confidential basis. CBS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of CBS who have to perform the services contemplated hereunder. CBS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

15. If customer declines the use of the CBS automated meter gathering software the the customer assumes full responsibility for providing CBS with accurate meter readings as requested by CBS. If meter readings are not provided, CBS will generate a high estimate of the customers usage and generate a timely invoice.

16. Customers are responsible for any applicable personal property taxes & sales taxes.

17. CBS shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)

18. In the event that CBS does not perform the services to the Customer's satisfaction, Customer shall inform CBS in writing and CBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should CBS still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

- a) Permit CBS to remove any CBS owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to CBS through the date of removal of such equipment and supplies

STATE AND LOCAL
GOVERNMENT ADDENDUM

AGREEMENT #

Addendum to Agreement # _____, dated _____, between City of Springdale, as Customer and Corporate Business Systems of Missouri, Inc, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."



3348 East Cherry Street, Springfield, MO 65802 | P: 417.831.6400 | F: 417.831.3183
 Toll Free 1.800.370.9984 | www.corporatebusinesssystems.com

Annual Connectivity Support Agreement Help Desk Services

(Return signed Agreement to lwalker@cbs-solutions.com)

This Connectivity Support Agreement provides a comprehensive portfolio of managed services and technical resources to assist our customers with daily maintenance of network connected print or multifunctional equipment. Due to the rapid change in technology, it often occurs that new servers or workstations are installed and the print/scan features are no longer functional. In other cases, new antivirus measures can cause loss of functionality. In reality, a variety of situations can occur which can limit the functionality of equipment in a network environment.

Connectivity Support Agreement is an Agreement per printer or multi-functional printer (MFP). The agreement entitles your company employees (referred to as We hereafter), including the end users or network administrators, access to the network support department at CBS for errors relating to the function and setup of the device pertaining to print, scan to pc/SMB, scan to ftp, scan to email, and network fax capabilities. CBS will support the device as your network environment changes and as technology changes. This Agreement is between CBS, LLC and the below named company. Although there is not a limit to the number of contacts that can be made to CBS, the service rendered is for support of print, scan, and network fax problems and does not extend to the overall capabilities of your network. If the problem extends to the overall function of servers, workstations, switches, hub, routers or the like, then basic recommendations will be made by the staff at CBS, but repairs regarding these functions are excluded from this contract. We understand that CBS is not responsible for the data contained on our company's servers, workstations, and network peripherals and hereby discharge them of any responsibility for any damages that may occur as a result of loss of data or loss of use. By entering into this agreement we hereby agree to allow CBS employees to service our computer equipment. We will initiate remote connections to allow diagnostic and repair services to be rendered in order to perform network maintenance including print driver installation, scan setup, network fax setup, and related services.

SERVICES COVERED UNDER THIS AGREEMENT ARE RELATED TO PRINT, SCAN & NETWORK FAX:	
• Server – need drivers installed and pushed out to work stations	• Workstations – need drivers installed and configured
• Unable to format print job properly	• Scan to email issues
• Print jobs stuck in queue	• Scan to folder issues
• General questions pertaining to Printers and/or MFPs	• Remote Support and Screen Sharing Sessions (as determined by Helpdesk)
• Providing support for Savin and Kyocera solutions	• Unable to send or receive network faxes

Our Help Desk staff is capable of diagnosing a problem, isolating a fault, and fixing an issue either over the phone and/or remotely accessing a workstation allowing us to minimize potential downtime. The Connectivity Support Agreement is between the client and CBS and will automatically renew annually unless notified in writing 30 days prior to contract renewal date. This Agreement, provided and serviced by CBS, is a supplemental offering for our clients who are under a Maintenance Agreement.

Eligibility Requirements: Client must allow CBS attended remote access. Client must provide CBS with Administrator access when necessary. Client must keep a Maintenance Agreement on devices covered under this Agreement at all times.

Contract Offering: \$79 Annually per Printer includes Remote for Print Driver Support and Installation; \$175 Annually per MFP includes Remote Assistance for Print, Scan to Folder, and Scan to Email.

LOW ANNUAL PRICE ON A PER-DEVICE BASIS WITH VOLUME DISCOUNTS!	
• 1-3 Total Devices	• \$79 per Printer/ \$175 per MFP
• 4-10 Total Devices	• 10% Discount
• 11-20 Total Devices	• 15% Discount
• 21-40 Total Devices	• 20% Discount
• 41-100 Total Devices	• 30% Discount
• More than 100 Devices	• 40% Discount

I, _____, decline CBS Annual Connectivity Support Agreement detailed within. I understand that by not signing this agreement, all calls not covered by the Total Service and Supply Maintenance Agreement (TSS) will be billed at \$120/hour phone support and \$150/hour onsite support.

I, _____, accept CBS Annual Connectivity Support Agreement detailed within. I understand that this agreement can be terminated at any time if eligibility requirements are not met. Billing is annual.

Number of Printers	@ \$79.00 each	Subtotal
Number of MFPs	@\$175.00 each	Subtotal

Total Devices/ Subtotal	Discount	Total Annual Price \$	
Contract Term	1 Year	2 Year	3 Year

Contact Name GINA LEWIS Phone Number 479-750-8535

Company City of Springdale - HR Dept. CBS Representative DREW BLAKE

Client Signature _____ Date _____

ID NUMBER	MODEL	IP ADDRESS	LOCATION	ACCESSORIES

NOTES

For office use only:

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION 3.3, UNIFORMS AND PERSONAL APPEARANCE, OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, it has come to the attention of the City Council that Section 3 of the Personnel and Procedures Manual is in need of revision;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

Section 1: Section 3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

3.3 Uniforms and Personal Appearance:

Uniforms or uniform allowance will be provided to personnel of certain departments as authorized by the Mayor. Personnel who are provided uniforms or uniform allowance shall wear uniforms at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit.

If a non-Civil Service employee is required to wear a logoed uniform shirt and specific type of work pant, the City will reimburse for both the shirt and pant. Items considered "every day wear" such as jeans or kakis, will not be reimbursed by the City. Boots required by the City, with the exception of steel-toed boots, will be reimbursed through payroll as a taxable benefit to the employee per current tax law. All shoes and clothing purchased by the City Of Springdale, with the exception of articles taxed to the employee, must be returned upon separation from the City. Each department should maintain a written uniform policy approved by the Mayor.

Employees not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is not sure what is appropriate attire, then the employee should check with his/her supervisor or department head.

Section 2: All other provisions of Section 3 not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED, this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY NATIONAL BRANDS LEASING (PARCEL #815-29552-000) ON THE JOHNSON ROAD IMPROVEMENTS PROJECT (CP-0808).

WHEREAS, the City of Springdale is finalizing an ongoing street project to improve Johnson Road between I-49 and Chapman Avenue, Project #CP-0808;

WHEREAS, a change order to address drainage concerns required an additional drainage and utility easement on undeveloped property owned by National Brands Leasing just north of Magnolia Drive on the west side of Johnson Road;

WHEREAS, attempts at negotiating for the acquisition of this easement have been unsuccessful on this property which has been identified as Tract 55;

WHEREAS, it is now necessary to acquire this drainage and utility easement by condemnation proceedings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required drainage and utility easement on Parcel #815-29552-000, owned by National Brands Leasing, to allow construction of drainage improvements associated with the Johnson Road Improvements Project, #CP-0808 to proceed.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

December 29, 2014

Ernest Cate
City Attorney

Re: 5579 Har-Ber Acquisition Counter offer

Ernest,

Thanks for your time and advice regarding my parent's property at 5579 Har-Ber Ave. Per your request I have listed below the items for your consideration.

Appraised value per Reed and associates: \$ 162,000.00

Return the 80% of the driveway, sidewalk, landscaping,
and outbuilding (driveway new when Har-Ber was widened,
landscaping maintained, outbuilding refurbished to as new 2010): \$10,560.00

Total value: \$172,560.00

Total value plus 10%: \$189,816.00

In addition the sunroom which was not included as heated space
in the appraisal contained (6 windows, storm door, and wall
mounted AC/Heater) which we request compensation for so
we can build a sunroom at the new house: \$3637.00

We also request compensation for
the cost of moving (we packed and moved everything but the
heavy items ourselves): \$1,000.00

The trees (2 Pear, 5 Bradford) which were planted away from
the house: \$2,000.00

The loss of rental income for 1 year:	\$10,000.00
Total value requested:	\$206,453.00

We also would note that the city, if they choose to continue renting the house at the current rate, will receive \$50,000.00 over a 5 year period until the street construction dictates the house is demolished. The remaining parcel of land was valued at \$11,800 in the appraisal which when subtracted from the purchase price would leave the city with a total cost of the property \$144,653.00 which is \$17,347.00 less than the appraised value.

Thanks again for your attention to this process,

Larry Fulfer
479-640-2765

Springdale Traffic Calming Policy

Introduction

The encroachment of external traffic through neighborhood areas is an issue of concern to citizens in Springdale. This policy addresses a procedure through which neighborhoods can be considered for filtering external traffic through traffic calming measures. Traffic calming is the management of traffic through the use of roadway design features. Management of traffic can include grouping traffic, diverting traffic, altering speeds, and encouraging a change of emphasis in transportation mode. Traffic management through traffic calming is most effective if the features are both *warranted* and *properly designed*.

Traffic calming solutions may be warranted where there is a demonstrated need for traffic calming, and where solutions can be identified that will address the need. The needs to manage traffic through traffic calming devices might include the following:

- Reduce neighborhood cut through traffic
- Reduce traffic speeds through neighborhoods
- Accentuate pedestrian or bicycle use
- Control intersection traffic flow

Not only must the needs be perceived by the neighborhood, but they must also be documented to be substantive. In order for traffic calming strategies to be effective, traffic data collection and analysis must validate that calming needs are legitimate. These traffic studies may include:

- Speed studies
- Vehicle and pedestrian counts
- Through-traffic surveys
- Accident records
- Intersection capacity analysis

Effective solutions for valid needs also require that the selected traffic calming strategy be appropriate for the need, e.g., a strategy to reduce traffic speed and not to divert traffic should be used if the documented problem is excessive speed. Once an effective strategy for traffic calming has been selected, it should be properly designed in accordance with the relevant design parameters. These should include consideration of:

- Traffic volume
- Design speed
- Americans with Disabilities Administration (ADA) compliance

- Design vehicle characteristics
- Bicycle and Pedestrian Facilities

Although warranted and properly designed traffic calming strategies can have the desired benefits of managing traffic, they also can create disadvantages to adjacent streets and neighborhoods and to the traveling public at large. Traffic calming could have the potential of shifting an existing traffic problem to another street or neighborhood. Traffic calming may also increase delay for emergency response vehicles, and can increase long term maintenance costs for the City. Because of the controversy and potential disadvantages, traffic calming should be implemented only with the majority consent of those directly impacted.

This policy therefore provides guidelines for the following traffic calming activities:

- Requests for traffic calming consideration
- Documentation of traffic calming need
- Identification and approval of traffic calming strategies
- Programming of traffic calming improvements
- Design of traffic calming projects
- Evaluation of traffic calming projects

Definitions

1. **ADT:** Average daily traffic
2. **Chicanes:** curb extensions that alternate from one side of the street to the other, forming S-shaped curves.
3. **Cut through traffic:** traffic passing through a specific residential area without stopping or without at least one trip end within the area
4. **Diagonal Diverters:** barriers placed diagonally across an intersection, blocking through movements and creating two separate, L-shaped streets
5. **Intersection Bulb-Out:** curb extensions at intersections that reduce the roadway width from curb to curb
6. **Local Streets:** streets that give direct access to individual properties, do not carry more than 1,500 vehicles per day, and have a design speed up to 25 m.p.h.
7. **Maintenance:** All expenses, both direct and indirect, specifically identifiable with the repair and upkeep of property and equipment.

8. Mid-block Choker: curb extensions at mid-block locations that narrow a street by widening the sidewalk or planting strip.
9. Radar Trailer: Portable trailer that displays drivers' speeds
10. Single Unit Truck: a vehicle on a single frame including trucks, camping and recreational vehicles, motor homes, etc.
11. Speed Hump: rounded raised humps placed across the roadway
12. Speed Table: flat-topped speed humps often constructed with brick or other textured materials on the flat section
13. Traffic calming: the management of traffic through the use of roadway design features
14. Traffic Counts: a count of the total number of motor vehicles using a street or road at particular times.

Traffic Calming Measures

In order to address a wide range of traffic calming needs, the City has divided traffic calming measures into three levels. This is meant to limit expensive street changes when a less intrusive option may be more appropriate.

1. **Level 1 – Education and Awareness.** Level 1 traffic calming measures involve providing education about traffic and road safety and increasing awareness of posted speed limits and safety issues. These are the least intrusive and lowest cost measures and should be implemented first before proceeding to Level 2 or Level 3 measures. These measures include:
 - Discussions
 - Radar Trailer
 - Enforcement
 - Signage
2. **Level 2 – Minor Street Changes.** Level 2 measures result in minor changes to the street designed to help increase awareness and improve safety. These measures include:
 - High Visibility Crosswalks
 - Narrowing Lanes
3. **Level 3 – Major Street Changes.** Level 3 measures require major changes to the physical character of the street and are typically associated with higher costs. They are categorized by those that control speed and those that control volume. These measures include:

Speed Control

- Speed Hump
- Speed Table
- Raised Crosswalk
- Raised Intersection
- Textured Pavement
- Intersection Bulb-out
- Chicane
- Mid-block Choker
- Center Island Narrowing
- Traffic Circle

Volume Control

- Full Closures
- Half Closures
- Diagonal Diverters
- Median Barriers

Applicability

The following criteria must be met in order to be considered for traffic calming measures:

1. Street shall be classified as local on the Master Street Plan. Collector streets and above will not be considered due to their impact on large numbers of vehicles and emergency response routes.
2. Street shall be a public street.
3. Street must not be classified as a primary route for emergency response vehicles which would produce significant evidence of emergency response delay.
4. Vehicular volumes meet or exceed 250 vehicles per day.
5. Changes in traffic flow will not result in unreasonable liability exposure to the City.
6. Changes in traffic flow will not divert significant amounts of traffic to other residential streets.

Request for Traffic Calming Consideration

Traffic calming consideration can be initiated in two ways:

1. The **Traffic Control Committee (TCC)** may initiate a study to verify if traffic calming is appropriate to solve a specific concern with respect to traffic, pedestrian, or bicycle safety or operations. This concern may be identified through staff monitoring or through citizen complaints.
2. Adjacent property owners may initiate the request for a traffic calming study **by submitting their petition to the TCC**. The petition **should be** signed by at least one member of fifty percent (50%) of the property ownerships facing the street(s) on which

the traffic calming study is requested. A block shall consist of every developed property having frontage on the street to be studied between successive intersecting streets. A typical traffic calming petition shall include, at a minimum, a description of the street or streets which are to be included in the calming study and the signature of at least 50% of the property owners on those street(s). Where more than one person is listed as owner for each property, only one person shall be entitled to vote or sign a petition. Likewise, if multiple properties are owned by the same person or persons, the owner(s) will only be entitled to one vote or signature on the petition. This definition of property owner shall apply throughout this policy document.

The **Traffic Control Committee or its designee** will review the petition for validity, and will assess whether other streets may be impacted by implementation of traffic calming strategies. The **TCC** will define the area of potential impact resulting from the traffic calming implementation on a case by case basis.

Documentation of Traffic Calming Needs

All traffic calming studies shall address at a minimum the following issues:

- Purpose of the study
- Emergency vehicle response
- Access of snow and ice removal equipment
- Improvement maintenance
- Physical and operational conditions of the street(s)
- Impacts to other streets

Other issues that may need to be addressed include:

- Traffic speed
- Traffic volume
- Through-traffic
- Accident experience
- Vehicle-pedestrian conflicts
- On street parking
- Stormwater drainage

Traffic Control Committee or its designee shall be responsible for conducting traffic calming studies in accordance with these guidelines under the supervision of the City Engineer. If **the TCC** so elects, the study may be outsourced to a qualified traffic engineering consultant. It is

estimated that a typical traffic calming study will require between 50 and 120 man-hours to complete. The traffic data that will be required will include:

- 24 hour directional traffic counts
- Spot speed samples (minimum required will be not more than 4 hours total sample, or 100 vehicles, whichever comes first).
- Review of three years' accident records at the subject location (conducted by police)

A rating system will be utilized to compare competing local traffic calming projects. Table 1-1 provides the rating criteria that will be considered for each project.

Criteria	Points	Basis
Speed	0 to 40	5 pts assigned for every mph greater than 5 mph above the posted speed [(85 th percentile speed limit – 5 mph – posted speed limit) x 5 pts]
Volume	0 to 40	ADT divided by 100
No Sidewalks	0 or 5	5 pts if no continuous sidewalk
Traffic Accidents	0 to 5	1 pt for each accident/ year at one location
School Crossing	0 or 10	10 pts if children must cross street to get to school
Total Points Possible	100	

Table 1-1 Local Streets Rating Criteria

A traffic calming study must score a minimum of 60 points to be considered for traffic calming improvements. Studies will take place during months when Springdale Public Schools are in session.

Level 2 or Level 3 Traffic Impact Analysis

The **TCC** will recommend and examine the technical feasibility and anticipated impacts of the proposed traffic calming measures. The analysis must address each of the following issues:

1. **Master Street Plan:** What is the classification of the street as shown on the currently adopted Master Street Plan?
2. **Existing Conditions:** What are the results of the Existing Condition Traffic Study?
3. **Effectiveness:** Does or will the proposed action address the specific traffic concern? See Traffic Calming Guidebook for potential impacts.
4. **Effect on Emergency Vehicle Response Time:** What is the extent of the impact on response time for emergency vehicles? Fire and Police must address this issue.

5. **Traffic Diversion:** Will the proposed traffic calming measure divert a significant amount of traffic onto adjacent roadways?
6. **Consideration for Other Users:** How does the proposed measure impact other road users, such as bicyclists and pedestrians?
8. **Drainage issues:** Will the proposed traffic calming measure create issues for stormwater drainage on the roadway or the adjacent properties?
7. **Noise Impacts:** Will the proposed measure result in extreme braking, or other noise caused by going over or around the device that could result in extreme noise pollution for residents near the device?
8. **Loss of Parking:** Will the proposed device result in an unacceptable loss of on-street parking?
9. **Visual Impact:** What is the impact of the proposed device to the visual quality of the neighborhood? Is there an opportunity for landscaping?
10. **Snow and Ice Removal:** Will the proposed device inhibit snow and ice removal from the roadway?
11. **Maintenance Costs:** What are the costs associated with maintaining the device and is the cost feasible? Cost estimates should include landscaping that requires regular maintenance, vandalism, street paving, striping, and replacement.

Identification of Traffic Calming Strategies

Traffic Control Committee or its designee shall present to the owners of the property located in the area of potential impact the results of the traffic calming study and rating at a meeting called for that purpose. Where traffic calming may be appropriate, as determined by a rating 60 or greater, the **TCC** shall present relevant strategies as options for traffic calming. To ensure observations accurately portray the effects of traffic calming measures, evaluations will take place during months that Springdale Public Schools are in session.

1. Level 1 Implementation

- a. **Responsibilities.** If applicable, Level 1 traffic calming measures should be recommended first. Staff will make a recommendation to the property owners of the suggested measures. The city and property owners will share responsibility in implementing these measures, depending on the technique proposed.
- b. **Evaluation.** If Level 1 is recommended, these measures will be evaluated for a minimum of two (2) months. At the end of the evaluation period, the city will evaluate the measures by conducting the traffic count and documentation of traffic speeds as outlined in Tables 1-1. If data shows conditions are the same or

have increased, the City may proceed with additional studies to determine appropriate Level 2 or Level 3 measures. If data shows conditions are improved, no further action is required.

2. Level 2 / Level 3 Implementation.

- a. **Responsibilities.** If a Level 2 or Level 3 measure involving design features is proposed, the advantages and disadvantages of each strategy and the estimated costs to the property owners will be presented at the meeting. A vote will be conducted at the public meeting to identify the preferred strategy. A ballot will be sent out to all property owners in the area of potential impact presenting the preferred option for endorsement of the preferred strategy including the cost the property owners will be required to contribute. Support of 75 percent (75%) or more of the property owners in the area of potential impact is required before the City will give further consideration to traffic calming implementation.
- b. **Evaluation.** An evaluation of installed traffic calming measures will be conducted approximately 6 months after installation to determine whether the traffic calming measures have adequately addressed the traffic concerns.

Sam – In this next paragraph why are we asking tax payers to pay for a traffic issue on a city street. This looks like it will be tough to administer to me.

The shared costs of any traffic calming improvements, or their removal, will be evaluated on a case by case basis. The City staff will make the request to City Council for approval and funding determination. The City may choose to fund 0% to 100% of the project costs. This does not guarantee funding will be available at the time of the request. Any property owners' share of the project cost shall be collected on a volunteer basis by the local property owners and presented to the City prior to construction.

Programing of Traffic Calming Improvements

Once each year, City staff will prioritize those traffic calming strategies within the City. Prioritization will be based on the rating system. The City will program priority traffic calming improvements within the capital improvement budget, as approved by the City Council.

Design of Traffic Calming Projects

The design of traffic calming devices must meet the following criteria:

1. The posted speed may not be more than thirty (30) miles per hour.
2. The street shall have an ADT of less than 1,500.
3. Limited to streets having only one lane of through traffic in each direction.

4. Streets must not be primary emergency routes.
5. The design must not inhibit the removal of snow and ice by the City.
6. Based upon the traffic study and engineering judgment of **the TCC**, certain traffic calming measures may not be used if they would create an unsafe condition for motorists driving at normal speeds under average driving conditions.
7. Streets must not be through truck routes unless an acceptable alternative route is identified and approved. Design of traffic calming features shall accommodate a single unit truck.

Evaluation of Traffic Calming Projects

Six months following the completion of Level 2 or Level 3 traffic calming improvements, the **TCC** will undertake a follow-up study to determine if the traffic calming features have achieved the initial purpose of the project. If unacceptable impacts are identified, corrective measures may be taken. Traffic calming measures may be removed after the evaluation period for any of the following reasons:

- Emergency response is significantly impacted.
- The problem for which the traffic calming was implemented has been transferred to another street.
- At least seventy five percent (75%) of the property owners in the defined area of impact sign a petition to remove the traffic calming measures. This option will result in complete removal of all measures. All property owners within the defined neighborhood will be assessed for the removal of the calming measures. This procedure for removing traffic calming devices will not be considered for a minimum of three years following completion of the construction.



Memorandum

Engineering Department
Brad Baldwin, Director

To: City Council

From: Mayor

Date: December 29, 2014

Re: Drainage Improvement Committee

201 Spring Street
Springdale, AR 72764
(479) 750-8105
(479) 750-8539 fax
www.SpringdaleAR.gov

During the recent budget meetings, City Council members ask that the Engineering Department and Public Works Department to recommend a course of action to address neighborhood drainage issues/complaints. After some discussion they have recommended the establishment of a Drainage Improvement Committee that would function in a manner similar to the existing Traffic Control Committee. The Drainage Improvement Committee would receive new complaints and sort through the existing backlog of complaints to recommend a course of action to address neighborhood scale drainage issues. The Committee would be chaired by the Public Works Director and have members representing Engineering, Planning, Police, Community Engagement and others as needed. We will establish the committee effective January 1, 2015 and will appoint the necessary committee members to start regular meetings on the 2nd Wednesday of each month at 1:30pm. The monthly meetings will be held at the Public Works Department located at 269 E. Randall Wobbe Lane.

In the past some drainage projects weren't possible because the City lacked the necessary drainage easements and the property owners were required to provide easements before projects could proceed. Recently the Engineering Department has begun to prepare, secure and file the drainage easements needed for Public Works to precede with construction. The new Drainage Committee will assess projects assuming that the Engineering Department will obtain easements where possible and perform design to support Public Works efforts or small scale Capital Improvement Projects. This change should allow more drainage issues to be addressed in a timely manner.

Engineering has already combed through the known backlog of old drainage complaints and produced the attached list as a starting point for Drainage Committee actions and recommendations.

File Name	File Location	Date	Ranking	Comments
107 E Andrew	CIP File	6/6/2008		neighborhood ditch doesn't drain; standing water
109 harris lane	CIP File	8/1/2008		neighborhood runoff flows through this property
128 Pierce	CIP File	5/24/2011		poorly draining neighborhood. Ponding water in yards
306 Black Oak	CIP File	6/14/2011		ditch erosion; might have been resolved with recent work
414 Oak Manor Circle	CIP File	12/9/2009		drainage from lakeview drive runs through back yard
806 S Pleasant	CIP File	1/28/2011		Street flooding; recent improvements may have solved the problem
1403 Overo Circle	CIP File	2/12/2009		massive channel erosion; culverts undersized; roadway flooding
1413 Buena Vista Circle	CIP File	8/31/2010		drainage easement overtops, water in garage
1507B White Road	CIP File	7/27/2008		flow from falcon runs down white road and across this yard
2100 Magnolia	CIP File	7/31/2013		house flooding; solution already designed
3166 Quail Lane	CIP File	4/3/2009		soggy yard; request to hook up to city sewer
4141 Backus	CIP File	5/12/2013		area doesn't drain well; utility easement overgrown
5493 Gunnison Ave	CIP File	9/26/2011		Subdivision drainage runs through back yard.
Brush Creek	CIP File	7/19/2010		Lots of erosion; flooding. Large project
Camino Real	CIP File	8/27/2010		Erosion, flooding, undersized culverts
Irven Lane - Oaklawn	CIP File	3/10/2000		box culvert needed under Irven lane. Solution already designed
Long Street (Thompson and W Robinson)	CIP File	10/30/2013		Undersized drainage channel; floods businesses. New CVS may reduce runoff to this channel.
Mellisa-Robyn	CIP File	7/28/2000		inadequate drainage swale; needs maintence
Paradise Lane	CIP File	7/8/2008		Lots of standing water in backyards
San Miguel	CIP File	5/20/2010		Erosion, flooding, undersized culverts (see Camino Real and Overo Circle)
Steele Ave	CIP File	5/25/2010		Very flat neighborhood, poor drainage
White Road (1101-1105)	CIP File	9/14/2010		poor drainage in back yards
306 Eames	CIP File	1/21/2003		Drainage swale needed. Project designed
Cannon Ave	CIP File	5/22/2001		Drainage swale needed
228 N West End	Civil Matters	5/25/2010		back neighbor's yard drains into his yard
505 Curtis Street	Civil Matters	7/13/2010		backyard doesn't drain; adjacent development refuses easement
1109 West end	Civil Matters	4/15/2011		field with low areas has standing water
1775 Colby Circle	Civil Matters	5/14/2013		neighbor's yard drains into this yard
3464 Remington	Civil Matters	5/12/2014		back yard and house flooding; Public works is clearing a swale to fix the situation
3654 Thornbury	Civil Matters	5/15/2010		complaint that neighbors' pool water drains in their yard
Eddie Gay - Walmart Neighborhood Market	Civil Matters	7/11/2011		erosion in swale
1104 Skilton	Creeks And Tribs	8/19/2013		Spring creek flooding near Sander's bridge
1408 N Thompson	Creeks And Tribs	7/16/2010		Spring Creek flooding
4629 Rusty Lane	Creeks And Tribs	7/14/2010		Erosion on Brush Creek
5037 14th Ave	Creeks And Tribs	7/19/2010		Brush Creek flooding
701 Walnut Grove Avenue	No Action Taken	5/13/2011		Part of house floods; appears to be built below grade.
709 S West End	No Action Taken	2/27/2012		back yard doesn't drain
707 Edgewood	No Action Taken	7/14/2004		drainage from street and neighborhood drains to this lot
322 S Pleasant	No Action Taken	9/23/2008		Drainage flow under a guesthouse. No flooding but has humidity problems
514 Morning Place	No Action Taken	9/4/2008		back yard doesn't drain
814 E Trina	No Action Taken	8/4/2011		poor drainage from rear of lot to the front
1000 North Overlook	No Action Taken	5/3/2011		water in church parking lot
1108 Skilton	No Action Taken	7/15/2010		business in floodway
1408 N Thompson	No Action Taken	7/16/2010		business in floodway
1446 Aronight Road	No Action Taken	7/13/2010		Increased water and debris on property
1503 Symmetry	No Action Taken	4/13/2011		swale collects trash
2088 Glen Street	No Action Taken	5/20/2003		new garage blocks drainage
2203 Vine Lane	No Action Taken	7/11/2008		eroding channel

7289 N. 40th Street	No Action Taken	8/5/2009	Complaint about grading permit; no apparent drainage issue
7330 Longwood	No Action Taken	5/10/2010	Ditch erosion
7727 Secretariat - Belmont 500-	No Action Taken	6/6/2011	Drainage from neighbor's yard flows across this property
8087 Tamarac	No Action Taken	10/2/2009	Vague complaint about Junction box in Resident's backyard
8549 Highway 99-19-11	No Action Taken	8/19/2011	Possible drainage Issue around sidewalk
8861 Alaghena Terrace - Blue Ridge Mountain	No Action Taken	5/24/2010	Complaint about drainage easement behind home; no clear issue to solve
9035 Soloyale	No Action Taken	5/25/2010	Standing water on lot; the lot has since been developed
9100 South Inwood Road	No Action Taken	7/13/2010	Dirty spring water from friendship creek clogging during big storms
9745 Woodbine	No Action Taken	11/8/2011	Ponding on property
9817 Star Dr	No Action Taken	7/13/2010	Fence washed out during large rain
9809 Bryset Place	No Action Taken	8/18/2010	Erosion
Calvary Baptist Church	No Action Taken	5/3/2011	Standing water on property
Glade Road	No Action Taken	8/31/2007	Erosion
Horizon FWH Church - 629 Dora Tyson Parkway	No Action Taken	6/6/2011	Potential project had hydraulic pressure issues
Hwy 112 - Under Ave	No Action Taken	7/13/2009	ditch erosion
Jimmy Lane	No Action Taken	7/14/2003	standing water
Steve Forster 2820 Old Missouri Road	No Action Taken	6/22/2011	channel erosion
U-Haul 718 - RR tracks 3-10-11	No Action Taken	8/30/2011	erosion around ATT box
201 Middle Drive	No Action Taken	5/10/2013	drainage from street runs into yard and sometimes house
1327 Thelma	No Action Taken	7/21/1999	grated inlet in backyard clogs
2411 Janel	No Action Taken	4/24/2013	sheet flow from commercial property floods yard
2500 Melody Lane	No Action Taken	6/30/1999	Apartments sheet flow onto property
2526 Barcelona	No Action Taken	6/30/1999	neighbor's yard drains into this yard
3332 Greengate Circle	No Action Taken	6/15/2010	drainage easement in backyard
3277 McRay	No Action Taken	6/30/1999	neighbor's yard drains into this yard
4101 Shirley	No Action Taken	6/30/1999	standing water in yard
4180 Quapaw	No Action Taken	6/30/1999	neighbor's yard drains into this yard
at intersection at Jo Ave and Thomas Blvd	Other Matters	9/14/2010	ponding in gutter on the street
572 A Oak Grove Road	Other Matters	4/25/2011	poor drainage under oak grove
107 Ranchwood	Pending Evaluation	4/30/2013	backyard flooding
109 S West End	Pending Evaluation		(file empty)
205 Lake Road	Pending Evaluation	8/12/2013	flooding in yard and approaching front door
207 Edgewood	Pending Evaluation	11/26/2014	street and neighborhood drains across this property
295 Montose Ave	Pending Evaluation	5/12/2014	construction on adjacent lot increased drainage
314 Laura	Pending Evaluation	5/14/2013	poor drainage on lot
1102 Sterwin	Pending Evaluation	5/22/2013	back of property doesn't drain
1813 W Emma	Pending Evaluation	6/24/2014	standing water in back yard
2001 Scottsdale	Pending Evaluation	8/15/2013	vague complaint
2009 Monticello Ave	Pending Evaluation	10/10/2014	house flood. Built on grade.
3727 McRay	Pending Evaluation	8/13/2012	obstructed drainage easement
2101 Bluebird	Pending Evaluation	8/13/2013	house flooded; drainage easement in back yard
2434 kasey	Pending Evaluation	6/3/2013	backyard doesn't drain
2937 Brushwood Ave	Pending Evaluation	3/4/2011	fence in drainage easement
3373 Gum Lane	Pending Evaluation	3/26/2012	neighborhood frequently floods
4542 Pecan	Pending Evaluation	6/13/2011	issues with drainage easement; erosion
4703 Redwood	Pending Evaluation	9/6/2013	garage floods during heavy rains; might already be fixed
5926 Chavaller	Pending Evaluation	4/21/2011	fence in drainage easement
816 W Randell Wobbe Lane	Pending Evaluation	7/16/2010	poor drainage and flooding
Lee Elementary	Pending Evaluation	4/25/2014	small area of playground doesn't drain

509 & 511 Curtis Street	Pending Evaluation	8/9/2013	standing water in back yards
1606 Azaela Circle	Pending Evaluation	8/9/2013	flooding in apartment building
2205 Sycamore Place	Pending Evaluation	8/9/2013	flooding in home
Spring Creek Trib Berry Street & above	Pending Evaluation		overgrown trib; trash
Stockton Subdivision Detention Pond	Pending Evaluation	11/27/2012	polluted stock ponds
13241 Puppy Creek Frontage Road	Pending Evaluation	10/4/2012	creek erosion
161 Casteel Lane Faith Freewill Church	Street Department	8/9/2013	poor drainage on lot
620 Price	Street Department	3/5/2012	inadequate drainage; street dept agreed to work on the problem
1402 Camino Real	Street Department	5/6/2013	Serious erosion along creek
1600 Greenbriar (sidewalk ramps)	Street Department	10/17/2011	water ponding at sidewalk HC ramp
1644 Gartwright Circle	Street Department	10/8/2013	clogged grate; flooding garage
2403 Dogwood Place	Street Department	5/10/2013	ditch overflows and spills into the street
2409 Summeroak	Street Department	11/15/2011	ditch erosion undermining back fence
3062 Eagle Crest	Street Department	10/7/2014	ditch erosion in city drainage easement
4291 Luvene Ave	Street Department	10/15/2007	undersized drainage swale and inlet; solution already designed
Julio Road Culvert - Hylton Jr. High	Street Department	3/29/2013	undersized culvert; solution already designed
N. 48th Street Culvert aprox 1 mile south of Puppy	Street Department	5/24/2011	collapsed CMP culvert. Needs replacing
Spring Street Inlet	Street Department	9/9/2011	redesigned inlet
4502 Cody Ave	Street Department	5/19/2014	drainage easement doesn't drain well
Camino Real	2013 priority list		
2100 Magnolia Drive	2013 priority list		
1101-1105 White Road	2013 priority list		
1507B White Road	2013 priority list		
806 S. Pleasant	2013 priority list		
Brush Creek - I-540 to 48th Street	2013 priority list		
Johnson Road /Melissa/Robyn	2013 priority list		
Brush Creek - 48th to Har-Ber	2013 priority list		
109 Harris Lane	2013 priority list		
San Miguel	2013 priority list		