

CITY OF SPRINGDALE
Committee Agendas
Monday, March 18th, 2013
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. **Discussion** concerning I-9 form for employee verifications, presented by Mike Overton, Councilman.
2. **Discussion** concerning Article 3 Sec. 98-61 and Sec. 98-63 of the Sign Ordinance for the City of Springdale, presented by Ernest Cate, City Attorney. **Pg's 2-9**
3. **An Ordinance** to waive competitive bidding for a backup generator for the CID Building Complex, presented by Wyman Morgan, Administrative & Financial Services Director. **Pg's 10-11**

Street & CIP Committee:

4. **An Ordinance** to waive competitive bidding for the purchase of internet services from Windstream, presented by Wyman Morgan, Administrative & Financial Services Director. **Pg's 12- 21**
5. **A Resolution** establishing the Budget for Springdale Lake Fishing Pier (CP1005) and authorizing construction for this project, presented by Alan Pugh, Chief Engineer. **Pg. 22**
6. **An Ordinance** to authorize the Mayor and City Clerk to enter into a contract for the construction of a Fishing Pier at Lake Springdale; to waive competitive bidding; and to declare an emergency and for other purposes, presented by Alan Pugh, Chief Engineer. **Pg. 23**
7. **A Resolution** authorizing the Mayor and City Clerk to enter into a Developer Partnership Agreement with Wal-Mart Real Estate Business Trust relating to the construction and development of North 48th Street and Stormwater Drainage System Improvements, presented by Patsy Christie, Director of Planning and Community Development. **(This information will be provided Monday.)**
8. **A Resolution** authorizing the Mayor and City Clerk to enter into agreement with CEL Engineering, Inc. for survey and design work in conjunction with the Stormwater Drainage System Improvements as outlined in the Developer Partnership Agreement with Wal-Mart Real Estate Business Trust., presented by Patsy Christie, Director of Planning and Community Development. **(This information will be provided Monday.)**

Finance Committee:

9. **A Resolution** amending the 2013 Budget of the Springdale District Court, Presented by Jeff Harper, District Judge. **Pg's 24-32**
10. **A Resolution** creating the City of Springdale Information and Technology Department, presented by Doug Sprouse, Mayor. **Pg's 33- 49**
11. **A Resolution** creating the Engineering Department and redefining the responsibilities of the Planning and Community Development Department, presented by Doug Sprouse, Mayor. **Pg's 50-75**

Sec. 98-61. - Requirements for specific sign types.

- (a) **Billboards.** No billboard shall be constructed, erected, used or maintained within the city except in compliance with the following provisions:
- (1) Billboards shall be located only in specified commercial and industrial zones and shall not be placed within 300 feet of any residential zone.
 - (2) Each billboard shall have a maximum of two sign faces, one per side, supported by the same structural foundation. Each face shall have a maximum total area of 300 square feet, except that billboards located adjacent to a divided highway may have a maximum sign face area of 600 square feet. All measurements shall include sign face framework and decorative or other additions.
 - (3) All billboards located within the city shall meet the state's requirements for distance between billboards.
 - (4) No billboard shall exceed 45 feet in total height.
 - (5) No billboards shall be permitted in A-1 agricultural or C-3 central commercial zoning districts.
 - (6) No billboards shall be erected or permitted after May 27, 2008, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.
 - (7) Every billboard which is permitted and legally existing on May 27, 2008, shall be deemed to be a legal nonconforming billboard. A nonconforming billboard may not be enlarged or altered in any way which increases its nonconformity, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.
 - (8) A legal nonconforming billboard will become an illegal sign if more than 50 percent of the sign is removed or unassembled for a period of more than six months; or if the sign is altered or relocated in any manner which increases its nonconformity or causes it to be less in compliance with the provisions of this chapter.
 - (9) A legal nonconforming billboard will become an illegal sign if the nonconforming billboard is destroyed to an extent of 50 percent or more of its sign face. The board of adjustment may grant a variance to repair or replace a destroyed nonconforming billboard, upon a showing of hardship, and application for such variance shall be made within 30 days of the nonconforming billboard being destroyed. If a variance is granted, the nonconforming billboard shall be replaced or repaired according to standards of construction then in effect.
- (b) **Construction signs.** Construction signs shall have a maximum sign face area of 32 square feet and a maximum sign area of 64 square feet. All such signs shall be removed within five days of completion of the project.
- (c) **Garage, porch or yard sale signs.** Garage, porch or yard sale signs shall advertise only occasional residential sales of used goods. Each sign shall be freestanding and shall have maximum sign-face dimensions of 24 inches by 24 inches, shall have a maximum sign area of eight square feet and shall have a maximum height of 24 inches. Each sign shall meet all requirements specified for temporary signs and banners, except that it shall be erected no

more than two days prior to the first date of the sale and will be removed by the beginning of the first business day following the last day of the sale and shall be displayed without lighting having a primary purpose or effect of illuminating the sign.

- (d) **Government signs.** Government signs shall be exempt from the provisions of this chapter.
- (e) **Monument signs.** The maximum sign area for a monument sign shall not exceed 100 square feet. The sign display area shall be completely enclosed with materials that match the facade of the principal use or similar quality, color and texture as the primary masonry materials used in the exterior finish of the primary structure on site. The top of the sign display area shall be located a maximum of 12 inches below the top of the sign structure. No air space shall be visible within or between any portion of the sign display area and sign structure.
- (f) **Neon signs.** Neon signs shall have an enclosed, vented transformer box and shall be constructed according to standard industry safety practices. For purposes of this provision, the term "neon signs" shall include all signs using neon gas whether or not located inside or outside of a permanent building.
- (g) **Political signs.** Political signs shall not be required to meet all requirements specified for temporary signs and banners, but shall be dismantled and removed within three days after the date of the election.
- (h) **Projecting signs.** Projecting signs shall be located a minimum of ten feet from any other such sign and shall not exceed 32 square feet in sign face area.
- (i) **Real estate signs.**
 - (1) Real estate signs in residential zones will be displayed only on the premises being advertised and will not exceed a maximum sign-face area of six square feet and maximum sign area of 12 square feet; provided, however, that any sign giving notice of and directions to any open house being shown for sale may be displayed off the premises advertised so long as it is otherwise maintained in full compliance with the size requirements of this subsection and the removal provisions of subsection (c) of this section. A total of two riders are allowed per panel.
 - (2) Real estate signs in all other zones will be displayed only on the premises being advertised and will not exceed a maximum sign area of 32 square feet.
- (j) **Special occasion signs.** Special occasion signs shall advertise only occasional, noncommercial special events of no more than seven days' duration. Each sign shall meet the requirements of subsection (j) of this section, except that it shall be erected no more than seven days prior to the first day of the special occasion or event and shall be removed by the end of the third day after the end of the special occasion or event.
- (k) **Temporary signs and banners.** A temporary sign is a sign that is used only temporarily and is not permanently mounted, and that can be used only for a designated period of time. A banner is any sign, except an awning sign, applied to or made of cloth, paper, fabric, flexible plastic or other fabric-like material that only uses such non-rigid material for backing or background. Signs and banners for special events, or the opening of businesses, are permitted provided that:
 - (1) A temporary use permit is obtained;
 - (2) Such signs and banners are prohibited upon public rights-of-way and may not be placed so as to obstruct a driver's ability to view oncoming traffic from any direction at an intersection;
 - (3) Temporary sign and banner permits shall be limited to a duration of not to exceed 15 consecutive days or the period of time stated on the temporary use permit and shall not be issued within 90 days of the previous issuance;
 - (4)

No more than four temporary sign or banner permits shall be issued within any 12-month period for the same business in the same location;

- (5) A newly established business may be issued a temporary use permit for the initial opening of a business for a period that shall end not later than 60 days after issuance of the first business license for that business in that location or from the issuance of a certificate of occupancy for that location;
- (6) Temporary signs and banners may be attached to and parallel with a wall of the building on which wall signs are permitted and shall not exceed 32 square feet in surface area;
- (7) There shall be only one temporary sign or banner, plus one additional sign or banner for street frontage on a second public street, provided that the frontage on that street is at least 150 feet in length and that an actual entrance to the site is permitted on such street.
- (8) "Not-for-profit" special events, such as those associated with civic, philanthropic, educational purposes, and religious purposes shall be allowed a temporary sign or banner, regardless of whether a temporary use permit is required, provided that:
 - a. Only one such sign or banner shall be allowed per property per event;
 - b. Such sign or banner shall be located only on private property;
 - c. Such sign, if a ground sign, shall be limited to 42 inches in height and 16 square feet in area per side;
 - d. Such sign, if attached to a wall, shall be limited to 32 square feet in area per side; and
 - e. Such sign or banner shall be erected no sooner than five days preceding the event and shall be removed no later than one day following the event.
- (l) *Traffic/directional signs.* Traffic/directional signs shall not exceed three square feet in area except upon a special permit issued by the chief city inspector upon showing of clear necessity and shall be permissible in all zones.
- (m) *Wall signs.* No wall sign shall extend above any adjacent parapet or roof of the supporting building nor exceed a sign area of 300 square feet or 30 percent of the area of the wall face on which the sign is located, whichever is less. Wall signs shall be mounted in compliance with the specifications of Table No. 1:

TABLE NO. 1
PROJECTION OF WALL SIGNS FROM BUILDING WALL

Clearance (above grade) (feet)	Maximum projection
Less than 9	2"
9	1'
9 to 16	1' plus 6" for each foot of clearance in excess of 9'
Over 16	5'

(n)

Street island signs. Street island signs shall not exceed a height of three feet above the top of the curb; and the maximum sign face area shall not exceed 15 square feet. Such signs may be placed only in curbed street islands or medians with a minimum width of ten feet back-of-curb to opposing back-of-curb.

- (o) **Church, synagogue and/or 501(c)(3) qualified organization signs.** These signs shall be allowed only on premises and may include nonflashing wall or projecting signs with a sign area not to exceed 32 square feet, a nonflashing, freestanding sign no larger than 300 square feet per sign face. Sign height shall not exceed 40 feet.

(Code 1973, § 28-5; Ord. No. 3018, § 3, 10-10-00; Ord. No. 4102, § 2, 8-28-07; Ord. No. 4139, § 1, 12-11-07; Ord. No. 4153, § 1, 1-8-08; Ord. No. 4186, § 2, 3-25-08; Ord. No. 4210, § 1, 5-27-08; Ord. No. 4535, 9-27-11)

Sec. 98-63. - Zone restrictions.

- (a) *Residential districts R-E, SF-1, SF-2, SF-3, SF-4, MF-2, MF-4, MF-12, MF-16, MF-24, O-1, MHP.*
- (1) All residential districts:
 - a. All signs shall be displayed without lighting having a primary purpose or primary effect of lighting the sign.
 - b. All signs shall be located on premises currently used and controlled by the person having use and control of the sign message.
 - (2) R-E, SF-1, SF-2, SF-3 districts:
 - a. No signs shall be erected, used or maintained except exempt signs as provided by section 98-36 and except one sign per parcel denoting the name of a subdivision, which sign (one per use unit) shall not exceed 128 square feet in sign face area and except signs denoting uses per use units 2, 3 or 4, which signs shall not exceed 32 square feet in total sign area.
 - b. No home occupation signs are allowed.
 - (3) SF-4, MF-2, MF-4, MF-12, MF-16, MF-24, MHP:
 - a. No signs are permitted except those exempt per section 98-36 and as to each public right-of-way abutted by any lot or parcel:
 1. Any sign type denoting only the name and address of an apartment building, housing complex, subdivision or mobile home park, which shall not exceed a sign area of 128 square feet and a height of 12 feet, except any freestanding sign located on property abutting the "Don Tyson Parkway," on property abutting Wagon Wheel Road from 40th Street to Robins Road, on property abutting Huntsville Avenue from Harris Street east to Butterfield Coach Road, or on property abutting Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway," shall meet those requirements set out in section 98-63(c)(1)(b);
 2. Any sign type located on business premises, which sign does not exceed six square feet per sign-face area and 12 square feet in sign area and 12 feet in height, except any freestanding sign located on property abutting the "Don Tyson Parkway," on property abutting Wagon Wheel Road from 40th Street to Robins Road, on property abutting Huntsville Avenue from Harris Street east to Butterfield Coach Road, or on property abutting Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway," shall meet those requirements set out in section 98-63(c)(1)(b); and
 - b. No more than one temporary sign or banner shall be displayed per each public right-of-way abutted by the lot or parcel of any business, park, housing complex or subdivision.
 - c. No home occupation signs are allowed.
- (b) *Neighborhood office O-1; neighborhood commercial C-1; and agricultural A-1.* No signs are permitted except those exempt per section 98-36 (subject to section 98-61), and:
- (1) Each lot or parcel shall contain, for each separately licensed business located thereon, no more than:

- a. One nonflashing wall or projecting sign per building frontage. The sign area shall not exceed 32 square feet. Sign height shall not exceed 40 feet;
 - b. One real estate sign. The sign area shall not exceed 32 square feet. Any billboard, wall sign or projecting sign duly permitted hereunder may advertise real estate.
- (2) Each lot or parcel shall contain no more than one billboard per every 1,320 feet of frontage on a public thoroughfare or fraction thereof, except that no billboards shall be allowed in any O-1 or A-1 district.
- (3) Each lot or parcel shall contain no more than one temporary sign or banner.
- (c) *Downtown C-3; planned commercial C-4; warehouse W-1; light industrial I-1; heavy industrial I-2; planned industrial I-3.* No signs are permitted except those exempt per section 98-36 (subject to section 98-61), and:
- (1) Each lot or parcel shall contain, for each separately licensed business located thereon, no more than:
- a. One nonflashing, projecting or wall sign per building frontage. The sign area shall not exceed 300 square feet. Sign height shall not exceed 60 feet;
 - b. One nonflashing, freestanding sign no larger than 400 square feet per sign face with a maximum height of 60 feet, except no freestanding signs are allowed within 300 feet of the right-of-way of the "Don Tyson Parkway," within 300 feet of the right-of-way of Wagon Wheel Road from 40th Street to Robins Road, within 300 feet of the right-of-way of Huntsville Avenue from Harris Street east to Butterfield Coach Road, or within 300 feet of the right-of-way of Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway," except for a monument sign, and any such monument sign so located on the "Don Tyson Parkway," on Wagon Wheel Road from 40th Street to Robins Road, on Huntsville Avenue from Harris Street east to Butterfield Coach Road or on Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway" shall have a maximum height of eight (8) feet. However, at the intersection of the "Don Tyson Parkway" with the cross streets of 48th Street, Thompson, or Highway 265, an otherwise lawful freestanding sign shall be allowed to be located on property abutting these cross streets as long as the freestanding sign is located a distance of at least 150 feet from the right-of-way of the "Don Tyson Parkway;" at the intersection of Butterfield Coach Road with the cross street of East Robinson (412 East Highway), an otherwise lawful freestanding sign shall be allowed to be located on property abutting East Robinson as long as the freestanding sign is located a distance of at least 150 feet from the right-of-way of Butterfield Coach;
 - c. One real estate sign. The sign area shall not exceed 32 square feet. Any billboard, freestanding sign, wall or projecting sign duly permitted hereunder may advertise real estate.
- (2) Each lot or parcel shall contain no more than one billboard per every 1,320 feet of frontage on a public thoroughfare, or fraction thereof, except that no billboards shall be allowed in any C-3 district.
- (3) Each lot or parcel shall contain no more than one temporary sign or banner.
- (4) Special visibility district: The special visibility district consists of a district determined by the planning commission and designated on the zoning map by ordinance enacted by the city council, in which signs of a maximum height of 100 feet and maximum sign face area of 300 square feet shall be allowed.

The special visibility district is defined to be 300 feet from the right-of-way on each side of Highway 412 (Sunset Avenue) from the west property line of the Pilot Property, west approximately 2,325 feet from the center of the 1-540 and 412 interchange, and east a distance of 2,225 feet, to the east property line of Braum's, from the same center of the interchange and that special visibility district shall be noted on the official zoning map.

- (d) *General commercial (C-2); thoroughfare commercial (C-5), large product retail sales district (C-6).* No signs are permitted except those exempt per section 98-36 (subject to section 98-61), and:
- (1) Each lot or parcel shall contain, for each separately licensed business located thereon, no more than:
 - a. One nonflashing, projecting or wall sign per building frontage. The sign area shall not exceed 300 square feet. Sign height shall not exceed 60 feet;
 - b. One nonflashing, freestanding sign no larger than 400 square feet per sign face with a maximum height of 60 feet, except no freestanding signs are allowed within 300 feet of the right-of-way of the "Don Tyson Parkway," within 300 feet of the right-of-way of Wagon Wheel Road from 40th Street to Robins Road, within 300 feet of the right-of-way of Huntsville Avenue from Harris Street east to Butterfield Coach Road, or within 300 feet of the right-of-way of Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway," except for a monument sign, and any such monument sign so located on the "Don Tyson Parkway," on Wagon Wheel Road from 40th Street to Robins Road, on Huntsville Avenue from Harris Street east to Butterfield Coach Road or on Butterfield Coach Road from Huntsville Avenue to the "Don Tyson Parkway" shall have a maximum height of eight (8) feet. However, at the intersection of the "Don Tyson Parkway" with the cross streets of 48th Street, Thompson, or Highway 265, an otherwise lawful freestanding sign shall be allowed to be located on property abutting these cross streets as long as the freestanding sign is located a distance of at least 150 feet from the right-of-way of the "Don Tyson Parkway;" at the intersection of Butterfield Coach Road with the cross street of East Robinson (412 East Highway), an otherwise lawful freestanding sign shall be allowed to be located on property abutting East Robinson as long as the freestanding sign is located a distance of at least 150 feet from the right-of-way of Butterfield Coach;
 - c. One real estate sign. The sign area shall not exceed 32 square feet. Any billboard, freestanding sign, wall or projecting sign duly permitted hereunder may advertise real estate.
 - (2) Each lot or parcel with street frontage may have one nonflashing, freestanding sign no larger than 400 square feet per sign face for use by all businesses located on any adjacent property, provided the adjacent property owner has a separately licensed business and a properly executed and recorded easement or lease agreement, or is the owner of the property on which the sign is to be located.
 - (3) Each lot or parcel shall contain no more than one billboard per every 1,320 feet of frontage on a public thoroughfare, or fraction thereof.
 - (4) Each lot or parcel shall contain no more than one temporary sign or banner.
 - (5) Special visibility district: The special visibility district consists of a district determined by the planning commission and designated on the zoning map by ordinance enacted

by the city council, in which signs of a maximum height of 100 feet and maximum sign face area of 300 square feet shall be allowed.

The special visibility district is defined to be 300 feet from the right-of-way on each side of Highway 412 (Sunset Avenue) from the west property line of the Pilot Property, west approximately 2,325 feet from the center of the 1-540 and 412 interchange, and east a distance of 2,225 feet, to the east property line of Braum's, from the same center of the interchange and that special visibility district shall be noted on the official zoning map.

(Code 1973, § 28-6; Ord. No. 3018, § 1, 10-10-2000; Ord. No. 3074, §§ 2, 3, 3-13-01; Ord. No. 3534, § 1, 7-13-04; Ord. No. 3770, § 1, 10-11-05; Ord. No. 4102, § 3, 8-28-07; Ord. No. 4153, § 3, 1-8-08; Ord. No. 4174, § 1, 2-12-08; Ord. No. 4186, § 3, 3-25-08; Ord. No. 4195, § 1, 4-8-08; Ord. No. 4205, § 1, 5-13-08; Ord. No. 4584, 4-24-12)

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING
FOR A BACKUP GENERATOR FOR THE CID
BUILDING COMPLEX**

WHEREAS, there is a need for emergency power at the new CID building complex, and

WHEREAS, this building complex includes the Information Technology Department which is vital to all the departments of the City, and

WHEREAS, maintenance of all of the City's backup generators has been combined into one contract with United Engines that reduced our annual cost substantially their price for new generators is very competitive, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

Section 1. This Council finds that, due to the need to have the same company providing the generator that has contracted to maintain the generator, competitive bidding is not feasible or practical and is here by waived for the purchase of a 125kW generator from United Engines for \$34,652.00.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 26th day of March, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

PROPOSAL: Springdale Police C.I.D. – Generator Only

United Engines, LLC submits the following **MTU Onsite Energy** previously **Detroit Diesel** Power System:

GENERATOR: Natural Gas Fueled.....125kW

VOLTAGE: 240 Volt 1 Phase 12w 60Hz, Temperature Rise: 130 Deg, 1800RPM

FUEL TYPE: Fuel Type: Natural Gas - Recommended Fuel Inlet Pressure: 7 - 11 Inches of W.C.,

CONTROL PANEL:DGC Model: DGC 2020 Expanded Outputs Control Panel with Ethernet connection and Software.

CIRCUIT BREAKER: CB 80% Rated – **600 Amp**

OTHER COMPONENTS:

Jacket Water Heater: 20 Deg F Block Heater (120V - 1500W)

Battery Configuration: Battery; Rack & Acid

Battery Charger: 12V-10A

PAINT: Paint Color Selected: ANSI 61 Gray,

HOUSING: Level 3 Sound Enclosure (67.1dba), **Exhaust Grade:** Critical Grade Exhaust System

MISC: Vibrator Isolators: Pad Isolators (Standard)

SHIPPING INSTRUCTIONS: Ship Unit Wet (Fluids Installed)

MISC: Vibrator Isolators: Pad Isolators - **Number of Manuals:** 1 Manual & 1 CD **Shipped with unit**

WARRANTY: 5 Yr/3000 Hr Comprehensive Standby Limited

Pricing: 125kW Nat. Gas Genset Only \$34,652.00 ea.

This quotation is subject to United Engines LLC's Terms and Conditions of Sale as attached.

- > Included is generator start up by factory trained technician with Load Bank if specified, during the hours of 8:00am to 4:30pm Monday through Friday. Working after normal hours will incur overtime charges
- > One (1) Electronic copy of submittals will be supplied (Paper Reduction Act)
- > All pricing is each Delivered to ONE site destination unless noted otherwise.
- > Price does not include taxes, installation, fuel or, offloading at site.
- > Infrared scanning is not included. Supplied by others.
- > All seismic installation certification shall be by others.
- > All orders without approved credit will require a current credit card or 50% down payment upon order
- > Quoted pricing firm for orders received within 30 days.
- > Delivery: Currently 10-12 weeks from date of confirmed, purchase order.

Thank for this opportunity to work with you.

Acceptance or quote:

Greg Esau

Company: _____

Power Generation Sales Engineer

NAME: _____ DATE: _____

918 / 230-1295– gesau@unitedengines.com

SIGNATURE _____

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF INTERNET
SERVICES FROM WINDSTREAM**

WHEREAS, the City of Springdale has a need to upgrade its internet service, and

WHEREAS, the staff has obtained quotes and compared the services of three local internet providers, and

WHEREAS, the Information Systems Manager has recommended that this service be obtained from Windstream, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

Section 1. This Council finds that due to the technical difficulty of writing bid specifications the critical need for reliable service competitive bidding is not feasible or practical in the purchase internet services and is here by waived and the Mayor is authorized to execute a Customer Service Agreement with Windstream for \$4,032 per month.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 26th day of March, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

MEMORANDUM

Date: March 7, 2013
To: Wyman Morgan
From: Mark Gutte
Subject: Internet and wide area network upgrade

It is necessary to upgrade our current wide area network and internet connection to facilitate the growing needs for network services including distance learning at the City's remote office locations. I have attached a MPLS network proposal from Windstream; this proposal offers a cost savings and increased performance over our current configuration and I'm recommending we move forward with this agreement.

MEMORANDUM

DATE: December 31, 2012
TO: Mark Gutte, Information Systems Manager
FROM: Derrick Wright, Network Technician
Subject: WAN

After meeting with 3 different company's about WAN technologies and evaluating the cost of each. I believe the dedicated T1 connections are rock-solid and based on proven, mature technology and have a high availability and reliability. The option from Windstream is the best option for our needs. I have attach each quote for the 3 companies. Here is a summary of each.

Cox \$3644
5MB to 6 sites over HFC with 50MB at host and 50MB internet

Windstream \$4032
4.5MB to 6 sites over T1's with 50MB dynamically allocated for data and internet

At&t \$4417
5MB to 6 sites over fiber with 50MB at host and 20MB internet

Current cost \$4674
1MB to 9 sites over DSL with 3MB at host and 1.5MB internet

Customer Name: CITY OF SPRINGDALE

Address for service: 132 Spring St., SPRINGDALE, AR 72764

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT #201210228120

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between CITY OF SPRINGDALE ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. **Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
2. **Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, no show charges, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
3. **Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
4. **Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
5. **Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.
6. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to

Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee.

Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. **Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY .

CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

18. **Confidentiality.** Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.
19. **Telephone Numbers.** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
20. **Miscellaneous.** (a) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES; (b) **Applicable Law:** This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) **Assignment:** Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (f) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) **Survival:** Sections 14 through 20 survive after this Agreement ends; (i) **Handwritten Changes:** Handwritten changes are not binding on either party; (j) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) **Representation on Authority of Parties/Signatories:** Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE SPECIFIC PROVISIONS:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.



For Private IP VPN Services only:

Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY

By: _____
Name:
Title:
Date:

CUSTOMER

By: _____
Name:
Title:
Social Security Number, Tax ID Number or
Tax Exempt Status: 71-6015810
Tax Exempt (attach documentation): No

Business Credit Application

Business Name (full legal Name): CITY OF SPRINGDALE	Business Phone Number : (479) 756-8200 Name: Responsible Party Number : (479) 756-7708 Name: Accounts Payable Number: Name:
Physical Address (street): 201 Spring St., SPRINGDALE, AR 72764	Billing Address (street): 132 Spring St., SPRINGDALE, AR 72764
Email Address:	Former/Other billing account (with Windstream or Windstream acquired company):
Company Name: (if DBA)	Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship/Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Federal Tax ID: 71-6015810 Signature: _____	
Date:	Phone: - - ++References not required but may be considered
Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor) I, _____, residing at _____ for and in consideration of your extending credit at my request to (company name) _____, of which I am (title) _____, hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications Inc., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.	
Signature: _____ Social Security # - - Date: _____ Phone: - -	
Sales Department Usage Only:	
Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____	
Sales Rep Name : Brandon Mooney Contact #:	
Fax #: _____ Email Address: brandon.mooney@windstream.com	
Credit Department Usage Only:	
Date Received:	Date Completed: Ref./Application #:
Credit Agent :	Credit Decision: Deposit: Advance Pay:

Email (attach copy of this application) to WCI Credit Applications@windstream.com. Requests will be completed within a 24-hour timeframe for all applications received by 6:00 PM EST. Please email this form to WCI Credit Applications @windstream.com or fax it to 800-438-6924. Upon completion a credit authorization form will be returned to the appropriate Sales Representative.

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE BUDGET FOR
SPRINGDALE LAKE FISHING PIER (CP1005) AND
AUTHORIZING CONSTRUCTION FOR THIS PROJECT**

WHEREAS, the City of Springdale has received a grant from the Arkansas Game and Fish for construction of a fishing pier at Lake Springdale, and

WHEREAS, the grant provides for \$50,000 toward the construction of the fishing pier, and

WHEREAS, the grant requires a 50% match (\$25,000) in funding from the City of Springdale for a total of \$75,000 for this project,

WHEREAS, staff is currently negotiating with a fishing pier manufacturer to provide a fishing pier within this budget, and

WHEREAS, it is necessary to formally establish a budget for this project,

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

- 1) The total project cost shall not exceed \$75,000 without Council approval.
- 2) Construction of the fishing pier will begin upon completion of design and contract negotiation.

PASSED AND APPROVED this _____ day of _____ 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A FISHING PIER AT LAKE SPRINGDALE; TO WAIVE COMPETITIVE BIDDING; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale has received a grant from the Arkansas Game and Fish Commission (AGFC) for the construction of a fishing pier at Lake Springdale;

WHEREAS, the funds for this project must be committed prior to May 1, 2013, in order to receive this funding;

WHEREAS, in order to meet this deadline and given the unique nature of certain items it is necessary to waive competitive bidding;

WHEREAS, the items/company must meet the terms of the AGFC grant;

WHEREAS, the items include the purchase and installation of a fishing pier and appurtenances;

WHEREAS, the city will negotiate a contract with Atlantic Meeco, Inc. an AGFC approved provider, for this service; and

WHEREAS, the contract in question will be funded by the AGFC grant, along with a required city match of funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a negotiated contract with Atlantic Meeco, Inc., for the construction of a fishing pier at Lake Springdale;

IT IS FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that because of the exceptional situation described above, competitive bidding is not deemed feasible or practical and therefore competitive bidding is waived.

EMERGENCY CLAUSE. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____ 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013 BUDGET
OF THE SPRINGDALE DISTRICT COURT**

WHEREAS, the District Judge desires to purchase a legal research service, some computer equipment and make some office security improvements, and

WHEREAS, these expenditures qualify for payment from funds in the Court Automation Fund, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the Springdale District Court is hereby amended as follows with the increases to be paid from funds in the Court Automation Fund:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
District Court	20501034136001	Office & Postage	18,500	12,060		30,560
District Court	20501034137010	Miscellaneous	2,500	1,840		4,340

PASSED AND APPROVED this 26th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Account number : 205-0103-413.60-01
Fund : 205 SPECIAL COURT COSTS
Department : 01 ADMIN & FINANCIAL SVCS
Division : 03 DISTRICT COURT
Activity basic : 41 GENERAL GOVERNMENT
Sub activity : 3 DISTRICT COURT
Element : 60 SUPPLIES
Object : 01 OFFICE & POSTAGE

Original budget : 18,500

Actual expenditures - current : 2,811.42
Actual expenditures - ytd : 7,280.25
Unposted expenditures : 694.90
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 10,786.57 58.3%
Unencumbered balance : 7,713.43 41.7

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Group number : 464 AP 2/22/2013 JDR
Accounting period : 02/2013 mm/yyyy
Posting date : 02/22/2013 mm/dd/yyyy

Transaction date : 02/22/2013 mm/dd/yyyy
Invoice number : XJ345NXT1
Account number : 205-0103-413.60-01 OFFICE & POSTAGE
Project number :
Amount : 873.10
Liquidated amount : .00
Discount amount : .00
Retainage amount : .00
Net transaction amount : 873.10
Voucher number :
PO number :
Vendor number : 2902 DELL USA
Description 1 : COURT LASER PRINTER
Description 2 :
Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Group number : 391 AP 02/15/2013 YT
 Accounting period : 02/2013 mm/yyyy
 Posting date : 02/15/2013 mm/dd/yyyy

 Transaction date : 02/14/2013 mm/dd/yyyy
 Invoice number : 8024452549
 Account number : 205-0103-413.60-01 OFFICE & POSTAGE
 Project number :
 Amount : 297.56
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 297.56
 Voucher number :
 PO number :
 Vendor number : 6675 STAPLES ADVANTAGE
 Description 1 : COURT KEYBOARD TRAY
 Description 2 :
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Group number : 139 AP 1/18/2013
 Accounting period : 01/2013 mm/yyyy
 Posting date : 01/18/2013 mm/dd/yyyy

 Transaction date : 01/18/2013 mm/dd/yyyy
 Invoice number : 12867
 Account number : 205-0103-413.60-01 OFFICE & POSTAGE
 Project number :
 Amount : 590.00
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 590.00
 Voucher number :
 PO number :
 Vendor number : 4906 ABRAM'S GLASS INC
 Description 1 : COURT REMOVE BULLET PROOF
 Description 2 : GLASS
 Transaction type code :

42

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Group number : 139 AP 1/18/2013
 Accounting period : 01/2013 mm/yyyy
 Posting date : 01/18/2013 mm/dd/yyyy

 Transaction date : 01/18/2013 mm/dd/yyyy
 Invoice number : 12866
 Account number : 205-0103-413.60-01 OFFICE & POSTAGE
 Project number :
 Amount : 4,390.00
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 4,390.00 1/2
 Voucher number :
 PO number :
 Vendor number : 4906 ABRAM'S GLASS INC
 Description 1 : COURT BULLET PROOF GLASS
 Description 2 :
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Group number : 139 AP 1/18/2013
 Accounting period : 01/2013 mm/yyyy
 Posting date : 01/18/2013 mm/dd/yyyy

 Transaction date : 01/18/2013 mm/dd/yyyy
 Invoice number : 45414
 Account number : 205-0103-413.60-01 OFFICE & POSTAGE
 Project number :
 Amount : 928.63
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount . . . : 928.63
 Voucher number :
 PO number :
 Vendor number : 1828 WESCHE COMPANY
 Description 1 : COURT LOCKS
 Description 2 :
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Account number . . . : 205-0103-413.70-10
Fund : 205 SPECIAL COURT COSTS
Department : 01 ADMIN & FINANCIAL SVCS
Division : 03 DISTRICT COURT
Activity basic : 41 GENERAL GOVERNMENT
Sub activity : 3 DISTRICT COURT
Element : 70 OTHER
Object : 10 MISCELLANEOUS

Original budget : 2,500

Actual expenditures - current . . . : 3,619.00
Actual expenditures - ytd : 25.00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances : 3,644.00 145.8%
Unencumbered balance : 1,144.00- 45.8%-

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

CITY OF SPRINGDALE
Accounts Payable Transaction

Group number : 265 AP 2/1/2013 JDR
 Accounting period : 02/2013 mm/yyyy
 Posting date : 02/01/2013 mm/dd/yyyy

 Transaction date : 02/01/2013 mm/dd/yyyy
 Invoice number : 10228802
 Account number : 205-0103-413.70-10 MISCELLANEOUS
 Project number :
 Amount : 1,836.00
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 1,836.00
 Voucher number :
 PO number :
 Vendor number : 101 CCH INCORPORATED
 Description 1 : COURT RENEW LOIS LAW
 Description 2 :
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

RESOLUTION NO. _____

**A RESOLUTION CREATING THE CITY OF SPRINGDALE
INFORMATION TECHNOLOGY DEPARTMENT**

WHEREAS, the use of technology and the need to support technology in all the departments of the City of Springdale has increased tremendously over the last few years and the staff assigned to this effort has grown to five, and

WHEREAS, previously the expenditures relating to information technology have been included in the administration budget but have grown to the point that they need to be separated to reflect the effort and expenditures the City of Springdale is putting into technology to improve our efficiency in providing services to our citizens, and

WHEREAS, the responsibility of the Information Technology Manager has increased to a level comparable to department heads of the City of Springdale;

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

Section 1: There is hereby created the City of Springdale Information Technology Department with authorized positions as shown on attachment A;

Section 2: The position of Director of Information Systems is hereby created and designated a department head position at a pay grade of 95;

Section 3: Mark Gutte is hereby appointed to the department head position of Director of Information Systems at a pay grade 95 step 7 (\$71,711);

Section 4: The 2013 budget of the City of Springdale is hereby amended as reflected on attachment B;

PASSED AND APPROVED this 26 day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**ATTACHMENT A
INFORMATION TECHNOLOGY DEPARTMENT**

<u>STAFFING</u>	<u>GRADE</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Manager of Info Systems	30	1	
Information Technician	18	4	
Director of Information Systems	95		1
Information Technology Analyst	25		1
Network Technician II	21		1
Network Technician I	19		2



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Director of Information Systems

Exempt (Y/N): Yes	DEPARTMENT: Information Systems
DATE PREPARED: February, 2013	SUPERVISOR: Mayor

SUMMARY

The incumbent is responsible for overall planning, organizing, and execution of all Information Technology (IT) functions for the City of Springdale information system. This includes directing all IT operations to meet citizen and employee requirements as well as the support maintenance and planning of existing infrastructure, applications, and development of new technical solutions.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

1. Provide leadership, vision, and management to the IT department.
2. Work with all City departments to assess and respond to needs regarding information processing, storage, and retrieval. Determine how to meet City departmental IT needs and assign resulting projects to the appropriate departmental staff.
3. Plan, organize, and supervise the activities of the technical staff.
4. Hold departmental meetings to review strategic goals and initiatives, promote team building and work to provide growth paths for staff.
5. Delegate work assignments for all IT personnel.
6. Assist in recruiting, hiring, and providing appropriate training for IT staff.
7. Serve on planning and policy-making committees as required.
8. Oversee the development, design, and implementation of new applications and changes to client and server hardware and software.

9. Responsible for the ordering, acquisition, inventorying, and disposition of hardware and software.
10. Document new and existing systems and coordinate system development activity and data processing services with City of Springdale departments.
11. Oversee the planning, installation, maintenance, and modifications of all City of Springdale owned data communications systems.
12. Participate in the development and administration of the department budget. Review budget requests to ensure compliance with budget guidelines and procedures; compile departmental budget with appropriate goals, objectives, and statistical measures.
13. Coordinate IT department activities with other departments, government agencies, and outside organizations.
14. Interview and recommend selection of job applications, appraise employee performance, conduct informal counseling on work issues and prepare documentation and improvement plans for deficiencies with recommendations for disciplinary action.
15. Review and approve employee work schedules, overtime, vacation and sick leave.
16. Attend and or deliver presentations at City Council, department, committee, and other meetings or conferences as required.
17. Serve as primary contact with outside vendors in the generation of quotes, bids, contracts, agreements, and other major vendor interactions, systems operations and maintenance.
18. Maintain the integrity and continual operation of the IT infrastructure including mission critical operations.
19. Maintain the security and privacy of the information systems data, user documents, emails, communication lines, and equipment.
20. Develop, review, and certify all back-up and disaster recovery procedures and plans.
21. Communicate effectively and courteously with directors, department heads, employees and the public.
22. Safely operate City of Springdale vehicles for the purpose of conducting official duties for the City of Springdale.
23. Perform other duties as required or assigned.

Budget Responsibility: \$ 356,087
Facilities and Equipment Responsibility: \$ 1.5 Million

SUPERVISION RESPONSIBILITIES

Directly supervises four non-supervisory positions within the department. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 5 years of related experience and/or training; and a minimum of 2 years of management experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

None Required.

INTERNAL COMMUNICATIONS

Daily contact with City Department Heads, Supervisors and Employees.

EXTERNAL COMMUNICATIONS

Daily contact with Vendors and Outside Representatives.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of desktop and laptop computer and general office equipment.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outside weather conditions and risk of electrical shock.

The noise level in the work environment is usually moderate.



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Information Technology Analyst

Exempt (Y/N): No

DEPARTMENT: Information Systems

DATE PREPARED: March, 2013

SUPERVISOR: Director of IS

SUMMARY

Provide planning coordination and implementation of technology initiatives for the City of Springdale Information Technology department; evaluate technology related needs of City departments and ensures that applications and system activities are compatible with objectives.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following: Other duties may be assigned.

1. Under general supervision act as a project leader on complex technology related systems and resolve complex problems regarding information technology systems and related software and systems.
2. Serve as a liaison and facilitator for Information Technology projects and assist in addressing and resolving IT related issues; work with Departments to determine functionality requirements, resource allocation and knowledge transfer for technology related projects and initiatives.
3. Consult with Departments to identify current operating procedures and to clarify program objectives. Prepare technical documents outlining project specifications to include cost analysis project timeline and scheduling, define milestones and recommendations for staff training.
4. Monitor project progress by tracking activity; resolving problems; publishing progress reports; recommending actions.
5. Troubleshoot technical issues and identify modifications needed in existing applications to meet changing user requirements.
6. Review documentation provided by vendors of purchased software to determine the appropriate methods of installation and testing of systems to ensure proper functions; ensure applications and related systems meet

standards and make recommendations on how requests impact existing City technology.

7. Coordinate and communicate project issues and concerns with City IT Director and provide leadership in implementing with IT team members.
8. Consult with vendors and software publishers, review literature and technical documents, and search the Internet to obtain information for solving problems and investigating purchase options.
9. Provide technical expertise and recommendations in assessing new IT software projects and initiatives to support and enhance existing systems.
10. Identify opportunities that can improve efficiency of business processes and the related systems.
11. Conduct training for all City users on the proper use of workstations, systems and related software.
12. Provide assistance in the review and evaluation of existing systems, policies, procedures, and programs related to City technology; Recommend controls by identifying problems and writing improved procedures.
13. Assist in the creation of system design and functional specifications for projects and related systems.
14. Contribute to team effort by accomplishing related results as needed.
15. Perform other related duties as required or assigned.

Budget Responsibility:	\$ N/A
Facilities and Equipment Responsibility:	\$ 50,000

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 3 to 5 years of related experience and/or training. Formal training and knowledge of computer and/or network security systems, audio and video equipment, applications, procedures and techniques in a related field. Experience will be considered in lieu of education.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to communicate technical information to nontechnical personnel.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

None Required.

INTERNAL COMMUNICATIONS

Daily contact with Supervisors and all City Departments.

EXTERNAL COMMUNICATIONS

Weekly contact with Vendors.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of desktop, hardware and software.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff. Skill in organizing resources and establishing priorities and the ability to learn and support new systems and applications.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outside weather conditions and risk of electrical shock.

The noise level in the work environment is usually moderate.



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Network Technician II

Exempt (Y/N): No

DEPARTMENT: Information Systems

DATE PREPARED: March, 2013

SUPERVISOR: Director of IS

SUMMARY

Provide first-class technical support for the City of Springdale through effective installation, configuration and maintenance of systems, hardware, software and related infrastructure.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following: Other duties may be assigned.

1. Install, and maintain security for internal and external access to the City's network and stand alone systems and software.
2. Install, and ensure proper configuration of network hardware such as routers, hubs, switches, modems, gateways, and security devices to ensure efficient utilization of hardware capabilities.
3. Maintain systems networking addressing required for effective connectivity utilizing current security structure, including IP addressing plus server, domain, and workstation identification; establishes documentation for the related systems.
4. Install, configure, and maintain network and servers and related equipment.
5. Provide second level support for all client issues, including trouble ticket issuance and management, client troubleshooting and problem documentation.
6. Monitor systems functioning to identify performance problems within the network; develop, document and implement system changes or configuration modifications to resolve problems and increase efficiency of the system.
7. Consult with vendors and software publishers, review literature and technical documents, and search the Internet to obtain information for solving problems and investigating purchase options.

8. Install, configure, and maintain third party server applications and internally developed server applications.
9. Conduct training for all City users on the proper use of workstations, systems and related software.
10. Implement and manage archiving, backup and recovery of systems and software.
11. Determine, recommend, install, and configure hardware and performs storage capacity planning for production and/or test servers for scalable storage growth.
12. Contribute to team effort by accomplishing related results as needed.
13. Perform other related duties as required or assigned.

Budget Responsibility: \$ N/A
Facilities and Equipment Responsibility: \$ 25,000

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 3 to 5 years of related experience and/or training. Formal training and knowledge of computer and/or network security systems, audio and video equipment, applications, procedures and techniques in a related field. Experience will be considered in lieu of education.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to communicate technical information to nontechnical personnel.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

None Required.

INTERNAL COMMUNICATIONS

Daily contact with Supervisors and all City Departments.

EXTERNAL COMMUNICATIONS

Weekly contact with Vendors.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of desktop, hardware and software.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff. Skill in organizing resources and establishing priorities and the ability to learn and support new systems and applications.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outside weather conditions and risk of electrical shock.

The noise level in the work environment is usually moderate.



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Network Technician I

Exempt (Y/N): No

DATE PREPARED: March, 2013

DEPARTMENT: Information Systems

SUPERVISOR: Director of IS

SUMMARY

Provide first-class technical support for the City of Springdale through effective installation, configuration and maintenance of systems, hardware, software and related infrastructure.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

1. Provide first level support for all client issues, including trouble ticket issuance and management, client troubleshooting and problem documentation.
2. Responsible for maintaining computer-related inventory.
3. Create and manage desktop deployment images.
4. Install and troubleshoot desktop applications.
5. Work with Network Tech II (Server Specialist) for deployment of the client side of Client/Server applications and desktop images.
6. Configure access to server based applications and assist with application installation and testing.
7. Install and configure local and server based printers and printer drivers.
8. Install and configure MS Office and related applications as defined by departmental policy.

9. Install and configure email clients and email connector programs.
10. Troubleshoot, repair or replace peripherals attached to the desktop computer.
11. Provide support for mobile devices such as: laptops, cellular phones and tablets.
12. Consult with vendors and software publishers, reviews literature and technical documents, and searches the Internet to obtain information for solving problems and investigating purchase options.
13. Conduct training for all City users on the proper use of workstations, systems and related software.
14. Contribute to team effort by accomplishing related results as needed
15. Perform other related duties as required or assigned.

Budget Responsibility: \$ N/A
Facilities and Equipment Responsibility: \$ 5,000

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 2 5 years of related experience and/or training. Formal training and knowledge of computer and/or network security systems, audio and video equipment, applications, procedures and techniques in a related field. Experience will be considered in leu of education.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

None Required.

INTERNAL COMMUNICATIONS

Daily contact with Supervisors and all City Departments..

EXTERNAL COMMUNICATIONS

Weekly contact with Vendors.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of desktop, hardware and software.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outside weather conditions and risk of electrical shock.

The noise level in the work environment is usually moderate.

Contribute to team effort by accomplishing related results as needed

Attachment B: Budget amendments

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Administration	10101014113001	Regular Salaries	961,800		221,030	740,830
Administration	10101014113002	Overtime	3,000		2,500	500
Administration	10101014113004	Sick Leave Bonuses	5,250		1,280	3,970
Administration	10101014113501	FICA Medicare	80,860		17,810	63,050
Administration	10101014113502	Insurance	157,260		35,150	122,110
Administration	10101014113503	Pensions	57,720		13,260	44,460
Administration	10101014113504	Workers Compensation	5,040		3,140	1,900
Administration	10101014113506	Car Allowances	12,600		10,500	2,100
Administration	10101014115000	Utilities/water & sewer	21,500		400	21,100
Administration	10101014115101	Buildings & Grounds	60,000		1,000	59,000
Administration	10101014115110	Computers	334,000		334,000	
Administration	10101014116001	Office & Postage	40,000		1,000	39,000
Administration	10101014116020	Natural Gas	21,000		500	20,500
Administration	10101014116021	Electricity	85,000		2,450	82,550
Administration	10101014117001	Insurance	25,000		2,000	23,000
Administration	10101014117003	Communications	85,000		5,600	79,400
Administration	10101014117005	Travel & Training	20,000		3,000	17,000
Administration	10101014118030	Equipment	20,550		20,550	
IT Department		Regular Salaries		219,030		219,030
IT Department		Overtime		2,500		2,500
IT Department		Sick Leave Bonuses		1,280		1,280
IT Department		FICA Medicare		17,810		17,810
IT Department		Insurance		35,150		35,150
IT Department		Pensions		13,260		13,260
IT Department		Workers Compensation		3,140		3,140
IT Department		Car Allowances		10,500		10,500
IT Department		Utilities/water & sewer		400		400
IT Department		Buildings & Grounds		1,000		1,000
IT Department		Computers		334,000		334,000
IT Department		Office & Postage		1,000		1,000
IT Department		Natural Gas		500		500
IT Department		Electricity		2,450		2,450
IT Department		Insurance		2,000		2,000
IT Department		Communications		5,600		5,600
IT Department		Travel & Training		5,000		5,000
IT Department		Equipment		20,550		20,550

RESOLUTION NO. _____

**A RESOLUTION CREATING THE ENGINEERING DEPARTMENT AND
REDEFINING THE RESPONSIBILITIES OF THE PLANNING AND
COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, as the City of Springdale grows, so does the work load and responsibilities of our department heads, and

WHEREAS, the work load and responsibilities of the Planning & Community Development Director have increased to the level that the engineering functions should be separated into an Engineering Department like the cities of Little Rock, Fort Smith and Fayetteville, and

WHEREAS, the Engineering Department would provide support to all departments and assist the Mayor with capital improvement projects;

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

SECTION 1: there is hereby created an engineering department for the City of Springdale with an authorized staff of seven employees as shown on the attached spread sheet;

SECTION 2: the department head position of Director of Engineering is hereby created at a pay grade of 95 with the duties and responsibilities reflected on the attached job description;

SECTION 3: Alan Pugh is hereby appointed to the position of Director of Engineering at grade 95 step 11 (\$79,463.00).

SECTION 4: the 2013 budget will be amended to reflect budgets for the Engineering Department and Planning Department as indicated on the attached budget revision worksheet;

SECTION 5: the duties and responsibilities of the Planning Director will changed to those reflected on the attached job description and the pay grade for this position is hereby changed from grade 96 to grade 95 with no change in the current compensation of the Planning Director;

PASSED AND APPROVED this 26th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Proposed staffing for Planning & Community Development and for the Engineering Department

STAFFING	GRADE	2010	2011	2012	2013	Proposed	
						Planning	Engineering
Planning & Community Development Director	96 - 95	1	1	1	1	1	
Director of Engineering	95						1
Staff Engineer (PE)	30	1	1	1	1		
Project Administrator (PE)	26	1	1	1	1		1
Tech Services Administrator	26	1	1	1	1		1
Planning/GIS Coordinator	23	1	1	1	1	1	
Const/Stormwater Inspector	21	1	1	1	1		1
Construction Inspector	20	2	2	2	2		2
Secretary/Admin Assistant	15	1	1	1	1	1	
Secretary/Receptionist	13	1	1	1	1	1	
TOTALS		10	10	10	10	4	6



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Engineering Director

Exempt (Y/N): Yes

DEPARTMENT: Engineering

DATE PREPARED: December 2012

SUPERVISOR: Mayor

SUMMARY

The incumbent is responsible to serve as the City Engineer and the department head overseeing engineering and technical services for the City, responsible for providing professional expertise related to civil engineering issues, overseeing the engineering division and responsible for construction projects of the capital improvement program.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

1. Responsible for the day to day operations of the Engineering Division, which may include construction projects of the; Capital Improvement Program (CIP), Public Works and projects related to bond issues.
2. Work directly with the Mayor in project development, conflict resolution, program managements; public relation activities, etc.
3. Overseeing administration of CIP and bond program construction projects including but not limited to the identification of projects, selection of consulting engineers, design review; contract administration; project construction oversight and inspection; project budgeting and cash flow management; supervision of engineering and technical services staff, easement acquisition and conflict resolution.
4. Provides support and assistance as needed for reviews of private developments plans including but not limited to supervision of engineer and construction inspection staff; design review; recommendations to Planning Commission and City Council; project construction inspection, cost estimates, code compliance, planning and infrastructure considerations.
5. Responsible for coordinating with Planning for all long range and short term planning activities including but not limited to comprehensive land use plan, master street plan and community facilities.

ENGINEERING Director

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6. Responsible for the review and recommendation to the Planning Commission and City Council on engineering issues relating to rezoning and conditional use applications; development proposals including subdivisions and large scale developments; variances and waiver of city ordinance for conformance with applicable city regulations.
7. Attendance at Planning Commission meeting and work sessions, City Council Committee meetings and regular sessions; work groups and task force meetings as needed to provide assistance and technical expertise on engineering and development issues.
8. Responsible NPDES Phase II compliance including but not limited to the supervision of inspectors, review of storm water pollution prevention plans and issuance and termination of grading permits, as well as enforcement of compliance with all applicable regulations.
9. General engineering technical advisor for all other departments of the City.
10. Provide assistance on engineering issues relating to the review and modification and development of regulations of the City including but not limited to zoning ordinance, subdivision regulations, storm water management; design standards; overlay districts.
11. Oversee compliance with various state and federal requirements including but not limited to FEE, EPA, FCC, DOL, OSHA, Corp of Engineers; AHTD, and AHD.
12. Oversee the preparation of cost and/or quantity estimates for various projects, small in-house designs and change orders.
13. Create and update project schedules to assist in monitoring and evaluating progress on projects to achieve timely completion.
14. Oversee training and supervision of all employees in the division.
15. Perform general office responsibilities/duties as needed.
16. Perform other related duties as required or assigned.

Budget Responsibility: \$ 11MM+ Annual dollars
Facilities and Equipment Responsibility: \$ 13,000 Total value

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 9-10 years of related experience and/or training; or equivalent combination of education and experience and a minimum of 5 years of management experience.

LANGUAGE SKILLS

Ability to effectively present articles for publication that conform to prescribed style and format. Ability to read, analyze, and interpret the complex documents. Ability to respond effectively to the sensitive inquiries or complaints. Ability to write speeches and articles using original or

ENGINEERING Director

innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Professional Engineers license in the State of Arkansas.

INTERNAL COMMUNICATIONS

Regular contacts within the department and with other departments as needed.

EXTERNAL COMMUNICATIONS

Regular contacts with developers, elected officials, design engineers, architects, school officials, general public and general contractors as needed.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of a personal computer, Microsoft Office Suite, various related engineering software programs and standard office equipment.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff. Ability to lead and represent division staff. Ability to interpret a variety of city, county, state and federal laws making decisions and taking action quickly.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel. The employee must regularly lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision and depth perception.

ENGINEERING Director

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WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

CITY OF SPRINGDALE, AR
FOR YEAR 2013

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	2013 <u>APPROVED BUDGET</u>	<u>ADJUSTMENT</u>	<u>REVISED BUDGET</u>
DEPT 04 PLANNING & COMM DEVEL				
101-0401-415.30-01	REGULAR	533,600	(265,830)	267,770
101-0401-415.30-04	SICK LEAVE BONUSES	3,650	(920)	2,730
101-0401-415.35-01	FICA/MEDICARE	43,790	(20,390)	23,400
101-0401-415.35-02	INSURANCE	52,210	(31,610)	20,600
101-0401-415.35-03	PENSIONS	32,020	(15,950)	16,070
101-0401-415.35-04	WORKERS' COMPENSATION	2,270	(1,360)	910
101-0401-415.35-07	UNIFORMS	5,000	(3,500)	1,500
101-0401-415.51-11	VEHICLES	2,000	(1,950)	50
101-0401-415.51-19	OTHER EQUIPMENT	3,000	(1,500)	1,500
101-0401-415.52-02	EQUIPMENT RENT	11,000	(5,500)	5,500
101-0401-415.60-01	OFFICE & POSTAGE	10,000	(3,750)	6,250
101-0401-415.60-30	GASOLINE	10,000	(9,750)	250
101-0401-415.70-01	INSURANCE/PROPERTY	500	(500)	-
101-0401-415.70-03	COMMUNICATIONS	7,000	(2,630)	4,370
101-0401-415.70-05	TRAVEL & TRAINING	10,000	(5,000)	5,000
101-0401-415.70-10	MISCELLANEOUS	3,000	(1,150)	1,850
** PLANNING		729,040	(371,290)	357,750

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	2013 <u>APPROVED BUDGET</u>	<u>ADJUSTMENT</u>	<u>REVISED BUDGET</u>
ENGINEERING				
101-0402-418.30-01	REGULAR	-	267,880	267,880
101-0402-418.30-04	SICK LEAVE BONUSES	-	920	920
101-0402-418.35-01	FICA/MEDICARE	-	20,550	20,550
101-0402-418.35-02	INSURANCE	-	31,620	31,620
101-0402-418.35-03	PENSIONS	-	16,070	16,070
101-0402-418.35-04	WORKERS' COMPENSATION	-	1,370	1,370
101-0402-418.35-07	UNIFORMS	-	3,500	3,500
101-0402-418.51-11	VEHICLES	-	1,950	1,950
101-0402-418.51-19	OTHER EQUIPMENT	-	1,500	1,500
101-0402-418.52-02	EQUIPMENT RENT	-	5,500	5,500
101-0402-418.60-01	OFFICE & POSTAGE	-	3,750	3,750
101-0402-418.60-30	GASOLINE	-	9,750	9,750
101-0402-418.70-01	INSURANCE/PROPERTY	-	500	500
101-0402-418.70-03	COMMUNICATIONS	-	2,630	2,630
101-0402-418.70-05	TRAVEL & TRAINING	-	5,000	5,000
101-0402-418.70-10	MISCELLANEOUS	-	1,150	1,150
** ENGINEERING		-	373,640	373,640



CITY OF SPRINGDALE
Position Description

POSITION TITLE: Planning & Community Development Director

Exempt (Y/N): Yes

DEPARTMENT: Planning & Community Development

DATE PREPARED: December, 2012

SUPERVISOR: Mayor

SUMMARY

The incumbent is responsible to serve as department head overseeing the Planning/Zoning/GIS division and CDBG division; responsible for preparing and maintaining short term and long term planning documents for the city; and Community Development Block Grant program.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

1. Responsible for the day to day operations of the Planning & Community Development Division which includes the following activities; planning, zoning, Geographic Information Systems (GIS), and the Community Development Block Grant Program (CDBG).
2. Work directly with the Mayor in planning development, conflict resolution, program managements; public relation activities, etc.
3. Responsible for all private development reviews including but not limited to design review; recommendations to Planning Commission and City Council; code compliance, planning and infrastructure considerations.
4. Responsible for all long range and short term planning activities including but not limited to comprehensive land use plan, master street plan and community facilities.
5. Responsible for the review and recommendation to the Planning Commission and City Council on rezoning and conditional use applications; development proposals including subdivisions and large scale developments; variances and waiver of city ordinance for conformance with applicable city regulations.
6. Attendance at Planning Commission meeting and work sessions, City Council Committee meetings and regular sessions; work groups and task force meetings as needed to provide assistance and technical expertise on planning and development issues.

7. General planning advisor for all other departments of the City.
8. Prepare, review and modify development regulations of the City including but not limited to zoning ordinance, subdivision regulations, and overlay districts.
9. Oversee the Community Development Block Grant Program including but not limited to compliance with Department of Housing and Urban Development guidelines and regulations; identification of project identification of projects; budgeting and cash flow management; supervision of staff and conflict resolution.
10. Prepare monthly report on planning commission actions for distribution to Mayor and City Council.
11. Oversee training and supervision of all employees in the division.
12. Perform general office responsibilities/duties as needed.
13. Serve as City's representative on boards and committees as directed and appointed by the Mayor.
14. Staff advisor and coordinator for Design Standards Task Force and Trails Task Force.
15. Perform other related duties as required or assigned.

Budget Responsibility: \$ 11MM+ Annual dollars
Facilities and Equipment Responsibility: \$ 13,000 Total value

EDUCATION AND EXPERIENCE

Bachelor's degree (B.A. or B.S.) from four year college or university and 9-10 years of related experience and/or training; or equivalent combination of education and experience and a minimum of 5 years of management experience.

LANGUAGE SKILLS

Ability to effectively present articles for publication that conform to prescribed style and format. Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

None required.

INTERNAL COMMUNICATIONS

Regular contacts within the department and with other departments as needed.

EXTERNAL COMMUNICATIONS

Regular contacts with developers, elected officials, design engineers, architects, school officials, general public and general contractors as needed.

USE OF EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of a personal computer, Microsoft Office Suite, various related software programs and standard office equipment.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff. Ability to interpret a variety of city, county, state and federal laws making decisions and taking action quickly.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to use hands to finger, handle, or feel. The employee must regularly lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

City of Little Rock, AR

The Department

The Planning & Development Department consists of forty (40) employees in three (3) Divisions:

1. Building Codes,
2. Zoning & Subdivision,
3. Planning.

The Department supports several Boards and Commissions: Board of Adjustment, City Beautiful Commission, Historic Commission, Midtown Redevelopment Advisory Board, Planning Commission, and River Market Design Review Commission



Planning Manager

Class Code:
PL10-511-00

Bargaining Unit: Non Uniform Non Union

CITY OF LITTLE ROCK
Revision Date: Jun 21, 2012

SALARY RANGE

\$23.90 - \$36.81 Hourly
\$49,716.00 - \$76,563.00 Annually

JOB OBJECTIVE:

To plan and direct the activities of the Planning Division and to review and update various long-range development plans.

ESSENTIAL JOB FUNCTIONS:

1. Assigns, directs, and participates in research and presentation of studies of land use, demographic, economic, and development characteristics of areas within the City planning boundaries.
2. Recommends revision of Department procedures, long-range plans, and land use ordinances; provides information to other Department personnel, the Planning Commission, and the Board of Directors for use in revision of Land Use Plans and Zoning and Subdivision Ordinances.
3. Prepares and presents information to City administrators, the Planning Commission, and the Board of Directors regarding land use and development plans and related ordinances.
4. Directs and participates in research and presentation of special projects and studies requested by the City Manager, Board of Directors, Planning Commission, and Department Director.
5. Attends Planning Commission and Board of Directors meetings to present information and staff recommendations on long-range plans and proposed developments.
6. Meets with Departmental employees of the Zoning and Subdivision Division to review rezoning, subdivision, and variance applications for compliance with land use and development plans.
7. Answers questions and provides information regarding long-range development plans to developers, engineers, City administrators, other City departments and other interested parties.
8. Assigns, directs, and participates in preparing and updating various long-range development plans, including the district land use plans and the Master Street Plan.

MINIMUM QUALIFICATIONS AND ADDITIONAL REQUIREMENTS:

DISCLAIMER: This document does not create an employment contract, implied or otherwise.

SECONDARY DUTIES:

Assigns and supervises the preparation of maps and graphics materials for inclusion in reports and for use in presentations to the Planning Commission and the Board of Directors.

1. Visits areas which are added to the City planning boundaries to become familiar with the characteristics of those areas and relationships to existing development plans.
2. Compiles information and directs preparation of the Annual Capital Improvement Budget.
3. Prepares tentative Division budget figures; monitors budget expenditures to ensure budgeted amounts are not exceeded.
4. Prepares requests for proposals for consultation studies; reviews activities of consultants to ensure that consulting services are properly provided.
5. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of the principles and practices of urban planning.
2. Knowledge of the land use laws and ordinances.
3. Knowledge of the techniques of demographic or economic development research.
4. Knowledge of descriptive statistics.
5. Knowledge of the principles of civil engineering.

6. Ability to communicate effectively, both orally and in writing.
7. Ability to direct the work activities of assigned professional staff.
8. Ability to prepare technical information for publication and oral and graphic presentations.
9. Ability to read and interpret maps, plats and blueprints.
10. Ability to read and interpret City ordinances regarding land use and zoning.
11. Ability to gather and analyze data from various sources for research projects to determine characteristics of specific neighborhoods.
12. Ability to present technical information and staff recommendations to City boards and commissions.
13. Ability to apply planning principles to the preparation of long-range development and land use plans and for establishing priority for capital improvement budgets.

Civil Engineering Division

Civil Engineering oversees design and construction of the City's infrastructure as well as providing information to the public and other city departments. Infrastructure includes streets, subdivisions, stormwater drainage facilities, and other capital improvements. Civil Engineering is divided into three (3) sections: 1) public projects; 2) private development; and 3) special programs.



Civil Engineering Manager

Class Code:
PW20-140-00

Bargaining Unit: Non Uniform Non Union

CITY OF LITTLE ROCK
Revision Date: Aug 22, 2012

SALARY RANGE

\$34.07 - \$52.47 Hourly
\$70,868.00 - \$109,137.00 Annually

JOB OBJECTIVE:

To manage the Civil Engineering functions for the City of Little Rock.

ESSENTIAL JOB FUNCTIONS:

1. Plans and directs the activities of the Civil Engineering Division including infrastructure planning, design, inspection, and special studies and projects.
2. Assigns and reviews activities of the Civil Engineering Division to ensure that infrastructure goals and objectives are completed according to established schedules and budgeted amounts.
3. Provides engineering support to the Planning Commission and Board of Adjustment by reviewing applications for zoning or subdivision actions and indicating potential engineering problems.
4. Assigns and supervises the review of plans for projects within public rights-of-way including streets, bridges, drainage structures and utility projects.
5. Review or assigns review of subdivision and zoning actions for conflicts with federal, state, and local floodway and floodplain regulations; provides information to members of the public regarding floodplain regulations.
6. Reviews or assigns review of commercial building permits and development plans to ensure that the plans meet engineering requirements established by the Planning Commission and City Ordinances.
7. Prepares tentative annual budget figures for the Civil Engineering Division; ensures expenditures do not exceed allocated budget.
8. Supervises the planning, design, and construction of street and drainage capital improvement projects.
9. Plans, implements, and supervises civil engineering studies; analyzes results of studies and recommends specific projects or activities.
10. Develops plans for major civil engineering projects; provides information required for the design of projects.
11. Assigns and reviews activities related to pavement management and other annual engineering programs to ensure completion according to schedule and established specifications.
12. Evaluates the performance of division staff and implements any changes required to improve efficiency.
13. Develops long-range plans and policies for meeting future infrastructure needs within the City.
14. Negotiates and administers contracts; reviews and approves change orders.
15. Reviews personnel status change and any disciplinary actions affecting Division employees to ensure compliance with policy.
16. Meets with City, county, state, and federal officials to exchange information regarding major infrastructure improvement projects.
17. Reviews City ordinances relating to Civil Engineering; submits recommendations for appropriate revisions to the Assistant Director of Public Works.
18. Operates a City pool automobile in the performance of essential job functions.

SUPERVISORY RESPONSIBILITIES: Civil Engineers III, Design Review Engineer, Special Programs Analyst, Special Programs Coordinator and Secretary – Executive.

MINIMUM QUALIFICATIONS AND ADDITIONAL REQUIREMENTS:

These knowledge, skills, and abilities are usually, although not always, acquired through completion of Bachelor's degree in Civil Engineering or a related area, four (4) years of experience in Civil Engineering or a related field, and two (2) years of supervisory experience which includes the supervision of professional employees. Equivalent combinations of education and experience will be considered.

ADDITIONAL REQUIREMENTS:

1. Must possess registration as a Professional Engineer (PE) before employment; must possess registration in the State of Arkansas as a Professional Engineer (PE) within one (1) year of employment; must maintain registration for the duration of employment in this position.
2. Must possess a valid Arkansas Class D (Non-Commercial Vehicle) Driver's License before employment and maintain licensure for the duration of employment in this position.

DISCLAIMER:

This document does not create an employment contract, implied or otherwise.

SECONDARY DUTIES:

1. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of Civil Engineering principles and practices.
2. Knowledge of engineering mathematics.
3. Knowledge of federal, state, and local regulations governing civil engineering.
4. Knowledge of City policies, procedures, and ordinances governing street and drainage construction.
5. Knowledge of budget processes.
6. Skill in the operation of an automatic transmission automobile.
7. Ability to assign and direct the activities of assigned staff.
8. Ability to plan and implement engineering projects.
9. Ability to compile and analyze data relating to engineering projects.
10. Ability to prepare narrative and statistical reports regarding engineering projects.
11. Ability to present complex engineering information orally to City boards and commissions.
12. Ability to communicate effectively, both orally and in writing.
13. Ability to read and interpret blueprints and schematics.
14. Ability to read and interpret federal, state, and local construction regulations.

Information Technology

The Information Technology (IT) Department is a "service" department, providing critical data, communications and basic network infrastructure that enables other City Departments to deliver services directly to the citizens of Little Rock. The extensive, enterprise-wide voice and data network supports a wide range of City operations, such as delivering an E911 call for help to a dispatcher, tracking fine payments and court appearances, collecting and analyzing budgets from each department, and processing paychecks to our employees. IT develops and maintains a network that reaches from a City Hall desktop, to a Police car cruising a neighborhood, to the cell phone in a building inspector's hand or to its mobile user where ever they may be. The IT Department plays a critical role in enabling the City to meet the service expectations of our community now, and is constantly evaluating new technologies to enhance service delivery in the future.



Director of Information Technology

Class Code:
IT00-189-00

Bargaining Unit: Non Uniform Non Union

CITY OF LITTLE ROCK
Revision Date: Jun 28, 2010

SALARY RANGE

\$40.17 - \$61.86 Hourly
\$83,551.00 - \$128,669.00 Annually

JOB OBJECTIVE:

To plan and direct all data processing activities and telecommunications services for the City of Little Rock.

ESSENTIAL JOB FUNCTIONS:

1. Develops and implements policies and procedures for the operation of the Department of Information Technology.
2. Develops long-range plans to anticipate the information processing and communication needs of City departments and for methods of meeting those needs.
3. Reviews requests from and confers with City departments regarding information processing, storage, and retrieval to determine how to meet departmental needs; assigns resulting projects to the appropriate Division Managers.
4. Reviews system performance to evaluate productivity levels, operating costs, and maintenance needs.
5. Recommends upgrading hardware and software based on department needs, maintenance costs, and productivity requirements.
6. Prepares schedules for implementing needed upgrades of computer, network and telephone hardware and software.
7. Reviews performance of Information Technology staff and contracted installation or maintenance personnel to assure proper maintenance or upgrading of system hardware and software.
8. Authorizes payment for hardware, software and contracted services which meet bid or contract specifications.
9. Prepares bid specifications for major upgrades of hardware and software; reviews bids and recommends award based on compliance with specifications.
10. Reviews budget requests from Information Technology divisions to ensure compliance with budget guidelines and procedures; compiles departmental budget with appropriate goals, objectives, and statistical measures.
11. Provides technical expertise to City departments and to Information Technology staff regarding information processing equipment and system.
12. Organizes departmental operations into functional areas required to meet City information processing storage and retrieval needs.
13. Provides managerial support for installation and maintenance of personal computers, telecommunications services, communications network, terminals, and printers for all City departments.
14. Recommends mainframe communications networking requirements in providing mainframe data access to all City departments.
15. Operates a City pool automobile in the performance of essential job functions.

MINIMUM QUALIFICATIONS AND ADDITIONAL REQUIREMENTS:

These knowledge, skills, and abilities are usually, although not always, acquired through completion of a Bachelor's degree in Computer Science, or a related area, four (4) years of experience in the management or administration of data processing operation and two (2) years of supervisory experience, which includes supervision of managerial-level personnel. Equivalent combinations of education and experience will be considered.

Must possess a valid Arkansas Class D (Non-Commercial Vehicle) Driver's License before employment and maintain licensure for the duration of employment in this position.

DISCLAIMER: This document does not create an employment contract, implied or otherwise.

SECONDARY DUTIES:

1. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the capabilities, utilization, and limitations of electronic data processing equipment and systems.
- Knowledge of environmental and maintenance requirements of electronic data processing equipment.
- Knowledge of computer program design and development methods and techniques.
- Knowledge of computer logic, block diagramming, and flow charting.
- Knowledge of standard computer languages.
- Knowledge of systems analysis principles and techniques.
- Knowledge of engineering, accounting, and mathematics principles as applied to computer systems analysis.
- Knowledge of management practices and procedures.
- Knowledge of the budget process.
- Skill in the operation of a computer terminal and a personal computer keyboard.
- Skill in the operation of an automatic transmission automobile.
- Ability to plan and direct the activities of professional and technical data processing employees.
- Ability to communicate effectively, both orally and in writing.
- Ability to develop long-range plans to meet information processing needs.
- Ability to develop bid specifications for purchase of data processing hardware and software.
- Ability to read and interpret technical manuals and materials relating to electronic data processing equipment.
- Ability to prepare detailed narrative and statistical reports regarding information processing systems and potential enhancements.

BACKGROUND INVESTIGATION:

Criminal

City of Fort Smith

Development Services

The Development and Construction Department includes five programs: Planning and Zoning, Community Development Block Grant, Building Safety, and Neighborhood Services. Please click on the links below to visit each section.

Planning & Zoning

Planning and Zoning manages City land-use ordinances, policies and procedures governing all development within the City and its growth area; provides professional services and advice to the Board of Directors, Planning Commission, committees, and other City divisions involved in development review; manages the Historic District Commission, responds to public inquiries and reviews building permits each year to ensure compliance of federal and state laws as well as local ordinances; processes all property activity and complaints; performs field analysis; makes recommendations; and issues violation notices when necessary.

Community Development Block Grant

The Community Development department is responsible for administering the costs and charges related to the planning and implementation of community development projects funded in whole or in part by the Community Development Block Grant (CDBG) and HOME Grant Programs. Administration activities include providing general project management, annual planning ensuring compliance with Fair Housing Standards and Environmental Review as well as other statutory requirements. Program activities include responsibility for the rehabilitation of privately owned residential properties for low and moderate households and other programs to help provide affordable housing.

Building Safety

The purpose of Building Safety is to protect the public's life, health, and welfare in the building environment. The department issues permits for buildings and structures and inspects buildings, structures and property for safety and health and code compliance. Permits are issued and inspections are made to the construction, enlargement, alteration, repairs on, the moving of, demolition, occupancy or change of occupancy of a building or structure and for the installment, enlargement, alteration, repair, removal, conversion of electrical, gas, mechanical, and plumbing systems as well as to the erection or replacement of signs, driveways and swimming pools. Drawings with construction details and specifications are submitted for review to obtain permits for construction. Properties and buildings are inspected and codes are enforced to ensure safe and healthy conditions.

Neighborhood Services

The purpose of the Neighborhood Services department is to protect the public's life, health, and welfare by enforcing the requirements of Ordinance No. 3105 on all developed properties in the City. The division inspects properties for overgrown and unkempt vegetation, trash and abandoned vehicles to ensure safe and healthy conditions. The work includes having the properties cleared by supervising contractors that mow and clean the properties.

Engineering Department Overview

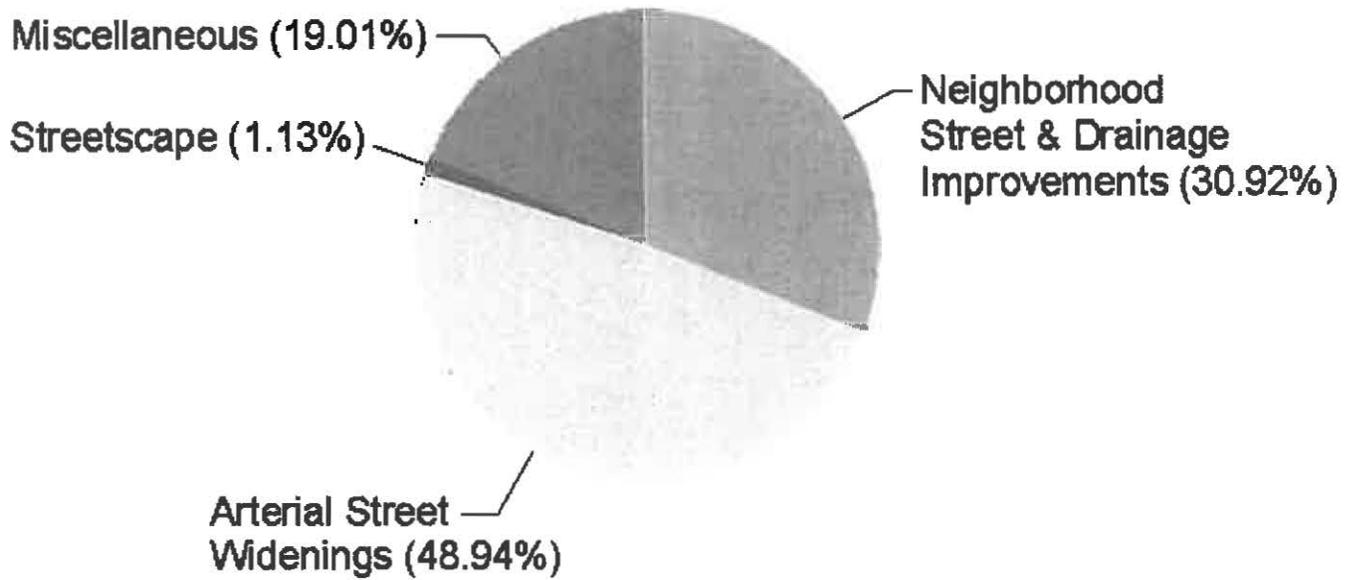
The Engineering department is responsible for the design and inspection of the City's sales tax Capital Improvement Program for streets and drainage and administers the sidewalk program. This department also reviews plans for street and drainage issues to assure compliance with ordinances, code and policies. The major priority for this department is to prepare current year projects for design and construction within a reasonable time frame and manage construction of all street and drainage projects in process.

Storm Water Hotline: To report storm water problems in your neighborhood, please call the Fort Smith Storm Water Hotline at (479)784-2225

Five Year Capital Improvements Program - Revenue Allocation Chart

City of Fort Smith

Five-Year Capital Improvement Program



Information Technology Services Department Overview

The Department of Information and Technology Services is dedicated to delivering timely, technology-related services through computer systems, telecommunications systems, and the Internet. The department strives to implement technology to improve the efficiency and quality of services the City provides its citizens.

Division Purposes

Information and Technology Operations

Manage and support the City's telecommunications and computer systems, including servers, personal computers, and institutional network. Support software applications used in all City operations. Manage and maintain City's Web site, intranet, and e-government services.

Development Services Department

About Us

The Development Services Department is a combination of the Animal Services, Building Safety, City Planning, Community Services, and Engineering Divisions. It is the goal of this new organization to be more responsive to customers, to be effective in internal communication, and to achieve efficiency in the City by helping developers and citizens obtain the services they need in primarily one location.

Key Functions:

- establish and maintain communication with the public
- facilitate all aspects of private development
- streamline permits and inspections
- manage public works projects and infrastructure improvements
- promote a higher quality of life for the citizens of Fayetteville

The City Planning Division

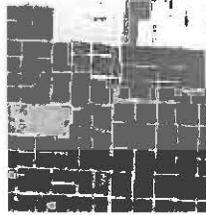


A division of the Development Services Department, the City Planning Division is responsible for managing growth and development within the City of Fayetteville and the Planning Area surrounding the corporate City Limits to achieve a higher quality of life for our citizens.

*** Our online applications have moved to the Development Services Department! Click here for Planning applications.**

City Planning

One of the primary responsibilities of the City Planning Division is current planning - the review of zoning and development applications inside the Fayetteville city limits and planning area for compliance with the Fayetteville Unified Development Code. These applications include rezoning, large scale development, subdivision of land, and building permit requests. City Planning also reviews signage, outdoor lighting, and architectural design for compliance with the regulations established by the City Council.



Long Range Planning

With assistance from the Sustainability & Strategic Planning Department, City Planning staff is responsible for long range planning in Fayetteville, including changes to the City's zoning code, drafting new ordinances that work toward achieving the goals of City Plan 2030, and coordinating with the citizens and stakeholders of Fayetteville. Current zoning and development code changes are announced on the Development Services page.

Neighborhood Planning

Established as a City Plan 2030 benchmark, City staff is charged with the responsibility of completing long-range neighborhood plans that utilize mixed-use and pedestrian-friendly concepts, as well as form-based codes, that guide future development sensitive to the needs of each neighborhood. To date, the City Council has adopted the following neighborhood master plans:

Downtown Master Plan

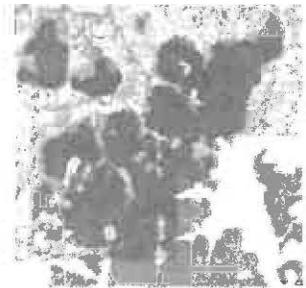
Walker Park Neighborhood Master Plan

Fayette Junction Master Plan

Overlay and Special Districts

An overlay district is a special district or zone that requires additional regulation of construction and development projects. Fayetteville currently has four (4) overlay districts:

1. The I-540 Design Overlay District (DOD)
2. The Hillside Hilltop Overlay District (HHOD)
3. The Downtown Design Overlay District (DDOD)
4. The Stream Side Protection Ordinance (SSPO)



The specific requirements of these overlay districts can be found in Chapter 161 and Chapter 166 of the City's Unified Development Code or in the City Planning Division.

Maps

Many of the City's interactive maps are maintained by the GIS Division, including Future Land Use, the Master Street Plan, and Zoning maps; however, the official Zoning Map, signed by the Mayor, is located in the Planning Office.

Engineering

The Engineering Division provides for the in-house surveying and engineering, and management of contract engineering services in connection with the Capital Improvements Program (CIP); provides oversight of construction services in connection with water lines, sanitary sewer, streets, and drainage; responds to other departmental requests for



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es;
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ists citizens; provides water and sanitary sewer tap orders; and provides administration of the other programs of the division. This program also assists with the maintenance of records of subdivisions, land use, water lines, sewer lines, and other City-related maps; Planning Commission meetings and reports; and technical review of all subdivisions, lot splits, and smaller and large-scale developments for compliance with the City's criteria including water, sanitary sewer, grading, streets, and drainage.



City of Rogers

Planning & Transportation

This office is charged with a number of responsibilities which include planning, zoning, large scale development, lot splits, drainage, streets and signage, airport, street lights, and environmental issues.

The City of Rogers, Arkansas is a participant in the Community Development Block Grant (CDBG) Program, managed by the United States Department of Housing and Urban Development (HUD). The City is awarded funds annually to carryout eligible activities that benefit extremely-low to moderate-low individuals and families and is a significant community development resource for the City of Rogers.

Offices located in this building are Mayor, City Clerk, Treasurer, City Attorney, Code Enforcement, Human Resources, Planning & Transportation, **Information Technology, and the** Community Development Grant Administrator.

City of Bentonville

ENGINEERING DEPARTMENT

Welcome to the City of Bentonville's Engineering Department's web page. This location will provide you with access to information, staff contacts and process information.

The primary objectives of the Engineering Department are to support the Community Development Department and provide advice and technical expertise to assist elected officials, planning commission, public agencies and citizens in understanding key issues and priorities regarding development within the planning jurisdiction of the City of Bentonville. The Engineering Department is responsible for the review of development plans, maintain design and construction specifications, conduct field inspections of construction, and insure all work conforms to City codes to provide quality developments and growth consistent with the City's long-term commitment to economic vitality and environmental integrity.

Travis Matlock

Engineering Director

tmatlock@bentonvillear.com

Ben Peters

City Engineer

bpeters@bentonvillear.com

INFORMATION TECHNOLOGY

Welcome to the Information Technology Department. We are the driving force behind all of the City's information and technology based infrastructure. This is accomplished through extensive experience and research from our staffed employees along with software and hardware based resources. We facilitate the City's computer related needs and provide reliable connectivity to and from public online resources.

From this page you will find links to all of our public online Internet based services. For questions, concerns, or comments, please contact a Systems Group member.

Mission Statement

"Provide accountability and accessibility to the City's Information Technology, and optimize funds budgeted to this mission. Achieved by real time equipment and software inventories, staffed technical support and extensive pricing of purchases."

Jonathan Rogers

I T Manager