

SCHEDULED MEETINGS to be held in the Multi-Purpose Room #236, second floor of the City Administration Building, 201 Spring Street:

- **Monday, April 1<sup>st</sup>, 5:30 p.m. is the next Committee meetings.**
    - **Committee agendas will be available on Friday, March 29<sup>th</sup>, 2013.**
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SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 26<sup>th</sup>, 2013

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **RICK EVANS**

**6:00 p.m. OFFICIAL AGENDA pg's 1-3**

1. *Large Print* agendas are available at the back of the room, next to the main entrance

2. Call to Order - Mayor Doug Sprouse

3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum

4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Reports

a) Building Inspection Activity Report for February. **Pg's 4-6**

6. Approval of Minutes

a) March 12<sup>th</sup>, 2013 **Pg's 7-15**

7. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers...* **9-A, B; 10; 11-B, D; 15; 16.** (Motion must be approved by two-thirds (2/3) of the council members).

8. Emergency Clause for the following Ordinances passed on March 12<sup>th</sup>, 2013:

A. Ordinance No. 4672, amending Article 2, Section 10 (b) of the Zoning Ordinance of the City of Springdale, Arkansas.

B. Ordinance No. 4673, accepting the re-plat of Lots 10,11,12 and 13 of the Blue Ridge Meadows Subdivision to the City of Springdale, Arkansas.

C. Ordinance No. 4674, authorizing the Mayor and City Clerk to enter into a contract on behalf of Springdale District Court with Professional Business Systems (BPS) to waive competitive bidding.

D. Ordinance No. 4675, to waive competitive bidding for additional improvements on Hylton Road Project.

E. Ordinance No. 4676, authorizing the City Clerk to file a Clean Up Lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4701 Tyler Place, 3705 Kenny Lane, and 606 South West End Street.

F. Ordinance No. 4677, authorizing the City Clerk to file a Clean-Up Lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 307 South Cleveland Street.

9. Planning Commission Recommendations by Planning Director Patsy Christie:

A. An Ordinance rezoning 2.5 acres owned by Six Judges, Inc. located at 3112 N. Thompson from Thoroughfare Commercial District (C-5) to Large Product Retail Sales (C-6) and declaring an emergency. **Pg's 16-18**

B. An Ordinance rezoning 151.8 acres owned by Ecclesia, Inc., Oren Paris III located at 9165 Nations Drive from Agricultural District (A-1) to Institutional District (P-1) and declaring an emergency. **Pg's 19-24**

C. A Resolution approving a conditional use at 1000 S. Old Missouri Road as set forth in Ordinance No. 4030. **Pg's 25-26**

WAIVER:

D. A Resolution approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to T. G. Smith Elementary, Media Center in connection with L13-03k a Large Scale Development. **Pg. 27**

E. A Resolution approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 in connection with 4719 Robbins Road. **Pg. 28**

F. A Resolution approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to George's Inc., in connection with L13-06, a Large Scale Development. **Pg. 29**

10. Ordinance Committee Report & Recommendations by Chairman Mike Overton:

An Ordinance to waive competitive bidding for a backup generator for the CID Building Complex. **Pg's 31-32**

11. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:

A. A Resolution by the City Council of the City of Springdale to participate with the Rotary Club of Springdale to construct a Children's Adventure Playground within an existing city park known as Rotary Park located along South 48<sup>th</sup> Street. **Pg. 33**

B. An Ordinance to waive competitive bidding for the purchase of internet services from Windstream. **Pg's 34-43**

C. A Resolution establishing the budget for the Springdale Lake Fishing Pier (CP1005) and authorizing construction for this project. **Pg. 44**

D. 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. **Pg's 45-48**

E. A Resolution authorizing execution of a Developer Partnership Agreement with Wal-Mart Real Estate Business Trust. (the agreement will be handed out at the meeting) **Pg. 49**

F. A Resolution authorizing execution of an Engineering Design Contract for drainage, improvements near Oak Grove Road south of Elm Springs Road. **Pg's 50-70**

12. Finance Committee Report and Recommendations by Chairman Brad Bruns:

A. A Resolution amending the 2013 Budget of the Springdale District Court. **Pg's 71-79**

B. A Resolution amending the 2013 Budget of the Parks Youth Center. **Pg's 80-81**

C. A Resolution creating the City of Springdale Information Technology Department. **Pg's 82-98**

D. A Resolution creating the Engineering Department and Redefining the responsibilities of the Planning and Community Development Department. **Pg's 99-124**

13. A Resolution authorizing a Mutual Aid Agreement with the North West Arkansas Community College (NWACC), presented by Police Chief Kathy O'Kelley. **Pg's 125-130**
14. A Resolution authorizing the Mayor to execute a Purchasing Cooperative Interlocal Participation Agreement, presented by Wyman Morgan, Director of Admin. & Financial Services. **Pg's 131-138**
15. An Ordinance repealing Ordinance No. 4676 passed without an emergency clause on March 12, 2013; to declare an emergency and for other purposes, presented by Ernest Cate, City Attorney. **Pg. 139**
16. An Ordinance authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4701 Tyler Place and 3705 Kenny Lane, presented by Ernest Cate, City Attorney. **Pg's 140-141**
17. Comments from Department Heads.
18. Comments from Council Members.
19. Comments from City Attorney.
20. Comments from Mayor Sprouse.
21. Adjournment.



**City of Springdale's**  
**Mayor Doug Sprouse and City Council**  
**Members**  
**Month of February, 2013**

	<b>Permits Issued</b>	<b>Total Inspections</b>	<b>Total SF</b>	<b>Total Value</b>	<b>Total Fees</b>
Accessory Structure	4	10	0.00	\$0.00	\$126.00
Banner & Temporary Sign Permit	23	0	0.00	\$0.00	\$0.00
Business License	0	30	0.00	\$0.00	\$0.00
Commercial Addition Permit	3	11	5,948.00	\$1,031,999.10	\$4,713.25
Commercial Alteration Permit	12	45	0.00	\$0.00	\$2,594.44
Commercial Building Permit	1	27	2,400.00	\$359,328.00	\$1,876.00
Demolition Permit	1	0	0.00	\$0.00	\$50.00
Electrical Permit	20	23	0.00	\$24,164.00	\$418.25
Garage Sale Permits	36	0	0.00	\$0.00	\$350.00
Mechanical Permit	11	13	0.00	\$65,602.00	\$511.55
Plumbing Permit	23	38	0.00	\$26,858.00	\$485.60
Residential Addition Permit	5	30	7,849.00	\$424,172.56	\$1,813.00
Residential Alteration Permit	9	23	0.00	\$0.00	\$300.00
Residential Pool Permit	0	21	0.00	\$0.00	\$0.00
Residential Single Family Permit	21	419	53,471.00	\$5,594,807.00	\$20,080.00
Sign Permit	12	0	0.00	\$0.00	\$242.57
<b>Totals</b>	<b>181</b>	<b>690</b>	<b>69,668.00</b>	<b>\$7,526,930.66</b>	<b>\$33,560.66</b>
<b>Average</b>		<b>43</b>	<b>4,354.25</b>	<b>\$470,433.17</b>	<b>\$2,097.54</b>

City of Springdale's  
**Mayor Doug Sprouse and City Council Report**  
 Month of February, 2013

	Total Complaints	Working Complaints	Archived Complaints	Complaints (No Violation)	New Cases	Completed Cases	Complaint Inspector Based Cases	Complaint Inspector Based Cases	Initial Inspections	Reinspections	Total Inspections	Citations	Court	Closed - No Violations	Voluntary Compliance	City Abatements
<b>Business Licenses</b>																
Business License	0	0	0	0	1	3	0	1	6	6	12	0	0	0	2	0
<b>Environment</b>																
Dead Tree	0	0	0	0	1	1	0	1	3	7	10	0	0	0	1	0
Graffiti	0	0	0	0	0	1	0	0	1	2	3	0	0	0	0	0
Inoperative Motor Vehicles	1	0	1	0	15	18	1	14	21	42	63	0	0	2	16	0
Junk and Trash	14	6	8	0	200	224	14	186	281	603	884	0	0	2	214	1
Refrigerators / Freezer	0	0	0	0	1	2	0	1	3	3	6	0	0	0	2	0
Stagnant Water	0	0	0	0	1	1	0	1	2	7	9	0	0	0	0	1
Tall Grass and Weeds	0	0	0	0	2	3	0	2	4	6	10	0	0	0	3	0
Tree Debris	0	0	0	0	25	45	0	25	54	129	183	0	0	0	38	2
<b>Home Office Inspection</b>																
Home Office	2	1	1	0	2	3	2	0	1	3	4	0	0	1	2	0
<b>Property Maintenance</b>																
Fences	0	0	0	0	6	4	0	6	6	16	22	0	0	0	3	0
General Residence Maintenance	1	1	0	0	7	10	1	6	17	45	62	2	0	0	10	0
Over Occupancy	2	0	2	0	2	2	2	0	2	2	4	0	0	2	0	0
Pest Infestation	1	1	0	0	1	0	1	0	1	1	2	0	0	0	0	0
<b>Signs</b>																

Illegal Signs	0	0	0	0	14	12	0	14	14	36	50	1	0	0	12	0
Off Premise Signs	0	0	0	0	2	1	0	2	1	3	4	0	0	0	1	0
Sign Permit Required	0	0	0	0	31	34	0	31	37	78	115	0	0	0	32	0
<b>Solid Waste</b>																
Trash Can Left at Curb	1	0	1	0	2	6	1	1	6	9	15	0	0	0	6	0
<b>Streets, sidewalks &amp; public places</b>																
Address Numbers	1	0	1	0	9	13	1	8	16	33	49	0	0	0	11	0
<b>Traffic &amp; Vehicles</b>																
Parking & driving on sidewalk	0	0	0	0	3	3	0	3	3	7	10	0	0	0	3	0
Parking And Storage Certain Vehicles	2	0	2	0	7	7	2	5	9	14	23	0	0	1	6	0
Parking in the yard.	2	0	2	0	39	22	2	37	33	79	112	0	0	2	20	0
<b>Utilities</b>																
Permanent Heat Source	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
Water Service	0	0	0	0	1	1	0	1	1	3	4	0	0	0	1	0
<b>Vacant Building</b>																
Vacant Building	0	0	0	0	6	7	0	6	7	7	14	0	0	6	1	0
<b>Zoning</b>																
Accessory Structures	0	0	0	0	1	2	0	1	2	3	5	0	0	0	2	0
Building Permits Required	1	0	1	0	5	6	1	4	10	20	30	0	0	1	5	0
Business in Residential	0	0	0	0	2	3	0	2	3	6	9	0	0	1	2	0
Lighting Violation	1	1	0	0	1	0	1	0	1	1	2	0	0	0	0	0
Miscellaneous Zoning Violations	0	0	0	0	2	2	0	2	3	6	9	0	0	0	0	0
Parking-Auto Sales/Services	1	0	1	0	4	4	1	3	4	8	12	0	0	1	3	0
<b>Totals</b>	<b>30</b>	<b>10</b>	<b>20</b>	<b>0</b>	<b>394</b>	<b>440</b>	<b>30</b>	<b>364</b>	<b>552</b>	<b>1185</b>	<b>1737</b>	<b>3</b>	<b>0</b>	<b>19</b>	<b>396</b>	<b>4</b>

SPRINGDALE CITY COUNCIL  
MARCH 12, 2013

The City Council of the City of Springdale met in regular session on March 12, 2013, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brad Bruns	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 4
Bobby Stout	Ward 4 (Absent)
Rick Evans	Ward 2
Jim Reed	Ward 1 (Absent)
Kathy Jaycox	Ward 1 (Absent)
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning & Comm. Dev. Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Chief Building Inspector
Loyd Price	Human Resource Director
Sam Goade	Public Works Director
Courtney Kremer	Animal Services Director

APPROVAL OF MINUTES

Alderman Bruns moved the minutes of the February 26, 2013 City Council meeting be approved as presented. Alderman Evans made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Evans made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Alderman Ford made the second.

The vote:

Yes: Overton, Ford, Evans, Bruns, Watson

No: None

Mayor Sprouse voted yes. Motion carried.

ORDINANCE NO. 4672 – AMENDING ARTICLE 2, SECTION 10(B) OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Patsy Christie presented an Ordinance amending Article 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas. The change is to simplify the variance

application process. The change will allow the petitioner to provide notice to adjacent property owners by certified mail, return receipt requested, to the last known address of such record owner(s) as shown in the records of the Assessor's Office for the Council in which the adjacent property is located. Previously it required the adjacent property owners list to be certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.

After reading the title of the Ordinance, Alderman Overton moved the Ordinance "Do Pass". Alderman Evans made the second.

The vote:

Yes: Ford, Evans, Bruns, Watson, Overton

No: None

The Ordinance was numbered 4672.

ORDINANCE NO. 4673 – ACCEPTING THE RE-PLAT OF LOTS 10, 11, 12, AND 13 OF BLUE RIDGE MEADOWS SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance accepting the Re-Plat of Lots 10, 11, 12 and 13 of Blue Ridge Meadows Subdivision to the City of Springdale, Arkansas.

Planning Commission recommended approval at their March meeting.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance "Do Pass". Alderman Bruns made the second.

The vote:

Yes: Evans, Bruns, Watson, Overton, Ford

No: None

The Ordinance was numbered 4673.

ORDINANCE NO. 4674 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT ON BEHALF OF SPRINGDALE DISTRICT COURT WITH PROFESSIONAL BUSINESS SYSTEMS (PBS); TO WAIVE COMPETITIVE BIDDING; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Overton presented an Ordinance authorizing the Mayor and City Clerk to enter into a contract on behalf of Springdale District Court with Professional Business Systems (PBS) for 54 months at the base rate of \$291.47 per month, including all taxes, and a service agreement in which PBS will provide service on the copier at a rate of .009 cents per copy; to waive competitive bidding and for other purposes.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance "Do Pass". Alderman Bruns made the second.

The vote:

Yes: Bruns, Watson, Overton, Ford, Evans

No: None

The Ordinance was numbered 4674.

RESOLUTION NO. 38-13 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR ACQUISITION OF TWO FIRE TRUCKS

Fire Chief Mike Irwin presented a Resolution authorizing capital improvement project funds for acquisition of two fire trucks and related equipment in the amount of \$1,400,000.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR ACQUISITION OF TWO FIRE TRUCKS**

**WHEREAS**, the Fire Chief has recommended replacing the 1998 75' aerial apparatus due to the excessive repair and maintenance cost we have incurred on this truck, and

**WHEREAS**, the Fire Chief has also recommended the replacement of engine number 3 which is a 1994 model and in need of replacement;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$1,400,000 of Capital Improvement Project Funds is hereby authorized for acquisition of a 75' ladder truck and a pumper truck and related equipment for the Fire Department.

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Bruns moved the Resolution be adopted. Alderman Ford made the second.

The vote:

Yes: Watson, Overton, Ford, Evans, Bruns

No: None

The Resolution was numbered 38-13.

ORDINANCE NO. 4675 – TO WAIVE COMPETITIVE BIDDING FOR ADDITIONAL IMPROVEMENTS ON THE HYLTON ROAD PROJECT

Public Works Director Sam Goade presented an Ordinance to waive competitive bidding and authorize NEC to perform additional improvements on the Hylton Road Project in the amount of \$98,103.

After reading the title of the Ordinance, Alderman Overton moved the Ordinance "Do Pass". Alderman Evans made the second.

The vote:

Yes: Overton, Ford, Evans, Bruns, Watson

No: None

The Ordinance was numbered 4675.

RESOLUTION NO. 39-13 – AMENDING THE 2013 BUDGET OF THE  
SPRINGDALE POLICE DEPARTMENT

Police Chief Kathy O’Kelley presented a Resolution amending the 2013 Budget of the Springdale Police Department to transfer funds for the purchase a new police vehicle and equipment.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE 2013 BUDGET OF THE CITY  
OF SPRINGDALE POLICE DEPARTMENT**

**WHEREAS**, the Police Department has received \$24,093 from insurance settlements and \$21,709.26 from unclaimed seized assets, and

**WHEREAS**, the Police Chief has requested the appropriation of these funds for equipment needed by the Police Department, and

**WHEREAS**, the Finance Committee has reviewed these requests and recommended approval by the City Council;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2013 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police Revenue	10105013970000	Other-Ins. Recoveries	0	24,093		24,093
Police Revenue	10105013810300	Misc. Unclaimed Seizures	0	21,709		21,709
Police	10105014218031	Vehicles	108,000	24,093		132,093
Police	10105014216002	Operational Supplies	131,050	21,709		152,759

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Overton moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Ford, Evans, Bruns, Watson, Overton

No: None

The Resolution was numbered 39-13.

RESOLUTION NO. 40-14 – AMENDING THE 2013 BUDGET OF THE  
SPRINGDALE FIRE DEPARTMENT

Fire Chief Mike Irwin presented a Resolution amending the 2013 Budget of the Springdale Fire Department to appropriate \$58,000 awarded from a Trauma Grant to be used to purchase equipment and computer programs for the Fire Department.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE 2013 BUDGET OF THE CITY  
OF SPRINGDALE FIRE DEPARTMENT**

**WHEREAS**, the Springdale Fire Department has been awarded a Trauma grant for \$58,000, and

**WHEREAS**, the Fire Chief has requested the appropriation of these funds for equipment and computer programs needed by the Fire Department, and

**WHEREAS**, the Finance Committee has reviewed these requests and recommended approval by the City Council;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the 2013 budget of the City of Springdale Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire Revenue	10106013321000	State Grant	0	58,000		58,000
Fire	10106014227020	Grant Expenditures	0	29,480		29,480
Fire	10106014228034	Capital Grant Expenses	0	29,430		29,430

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Overton moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Evans, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 40-13.

RESOLUTION NO. 41-13 – APPROVING THE DONATION OF VACATION TIME FOR POLICE DEPARTMENT EMPLOYEE JANA BEWLEY

Police Chief Kathy O’Kelley presented a Resolution approving the donation of vacation time for Police Department employee Jana Bewley.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE DONATION OF VACATION TIME**

**WHEREAS**, Jana Bewley has been a dedicated employee of the City of Springdale Police Department since January 16<sup>th</sup>, 2012 to present AND between May 12<sup>th</sup>, 2003 and June 30<sup>th</sup>, 2011.

**WHEREAS**, due to her current medical condition she will soon exhaust all of her accumulated sick leave and vacation, and

**WHEREAS**, the Chief of Police has indicated there are employees that would like to donate vacation time to this employee and the Chief of Police has requested authorization for employees to donate accumulated vacation to this employee;

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

**Section 1:** employees are hereby authorized to donate accumulated vacation to Jana Bewley, making it possible for the payment of her salary to continue during his illness. Donated vacation time will be adjusted for hourly pay differentials and donations not needed, will be prorated back to all employees that donated vacation time.

**Section 2:** to continue receiving donated vacation time, the employee will be required to submit a written statement from her doctor every thirty days starting 30 days after utilizing the first day of donated vacation time. The doctor’s statement should express the medical need for the employee to continue his absence from work.

**Section 3:** the utilization of donated vacation time will be discontinued if the employee becomes eligible to receive long term disability.

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Overton moved the Resolution be adopted. Alderman Evans made the second.

The vote:

SPRINGDALE CITY COUNCIL  
MARCH 12, 2013

Yes: Bruns, Watson, Overton, Ford, Evans

No: None

The Resolution was numbered 41-13.

ORDINANCE NO. 4676 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 4701 TYLER PLACE, 3705 KENNY LANE AND 606 SOUTH WEST END STREET

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4701 Tyler Place, 3705 Kenny Lane and 606 South West End Street.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance “Do Pass”. Alderman Overton made the second.

The vote:

Yes: Watson, Overton, Ford, Evans, Bruns

No: None

The Ordinance was numbered 4676.

ORDINANCE NO. 4677 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 307 SOUTH CLEVELAND STREET

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 307 South Cleveland Street.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance “Do Pass”. Alderman Ford made the second.

The vote:

Yes: Overton, Ford, Evans, Bruns, Watson

No: None

The Ordinance was numbered 4677.

RESOLUTION NO. 42-13 – OF THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, EXPRESSING ITS OPPOSITION TO SENATE BILL 367 “THE PRIVATE PROPERTY PROTECTION ACT” CURRENTLY PENDING IN THE STATE OF ARKANSAS GENERAL ASSEMBLY

Mayor Sprouse presented a Resolution of the City Council for the City of Springdale expressing its opposition to Senate Bill 367 “The Private Property Protection Act” currently pending in the State of Arkansas General Assembly.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL FOR  
THE CITY OF SPRINGDALE, ARKANSAS,  
EXPRESSING ITS OPPOSITION TO SENATE BILL  
367 "THE PRIVATE PROPERTY PROTECTION  
ACT" CURRENTLY PENDING IN THE STATE OF  
ARKANSAS GENERAL ASSEMBLY**

**WHEREAS**, it has come to the attention of the City Council for the City of Springdale, Arkansas, that a bill is currently pending in the Arkansas General Assembly, specifically Senate Bill 367, know as "the Private Property Protection Act" (SB 367), which is attached hereto;

**WHEREAS**, SB 367 would likely severely restrict the ability of the City of Springdale, Arkansas, to enact and enforce development and zoning regulations in the City of Springdale, Arkansas;

**WHEREAS**, SB 367 would likely result in costly and timely litigation regarding the enactment, application, and enforcement of development and zoning regulations in the City of Springdale, Arkansas;

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that SB 367 not become law in the State of Arkansas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City of Springdale opposes Senate Bill 367 "the Private Property Protection Act", and urges those serving in the Arkansas General Assembly to vote against passage of this Bill.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Bruns said he learned this bill was probably not going to make it out of committee. He felt like the City Council did not need to get involved. He made the motion to table the Resolution and send to the committee meeting on Monday night to be debated. There was no second to the motion.

Alderman Evans moved the Resolution be adopted. Alderman Overton made the second.

The vote:

Yes: Ford, Evans, Watson, Overton

No: Bruns

Mayor Sprouse voted yes. The Resolution was numbered 42-31.

ANNOUNCEMENTS

Chief Engineer Alan Pugh reminded City Council there would be a public hearing this Thursday, March 14, 2013, on Don Tyson Parkway project, from Hylton Road to Habberton Road. They will be from 11:00 a.m. to 1:30 p.m. and from 4:30 p.m. to 6:30 p.m.

Alderman Watson asked that any ordinances dealing with razing and removal of property go through the ordinance committee meetings before they go to council.

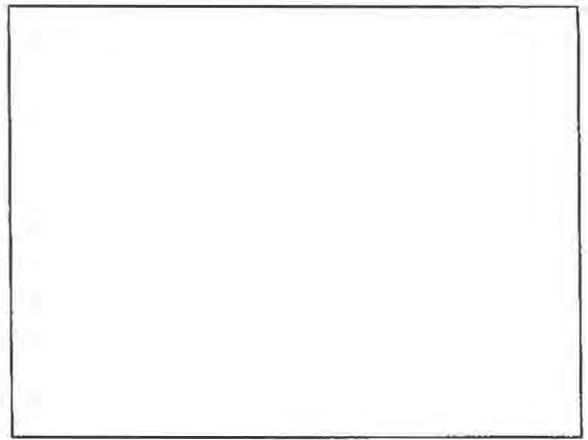
ADJOURNMENT

Alderman Overton made the motion to adjourn. Alderman Evans made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:25 p.m.

\_\_\_\_\_  
Doug Sprouse, Mayor

\_\_\_\_\_  
Denise Pearce, City Clerk/Treasurer



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO LARGE PRODUCT RETAIL SALES (C-6) AND DECLARING AN EMERGENCY:**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of March 5, 2013, for hearing the matter of a petition of Six Judges, Inc. requesting that the following described tract of real estate be zoned from Thoroughfare Commercial District (C-5) to Large Product Retail Sales (C-6).

**Layman's description:** 3112 North Thompson Street

**Legal description:** A PART OF THE South Half (S ½) of the North Half (N ½) of the southeast Quarter (SE ¼) of the Southeast quarter (SE ¼) of Section Twenty-Three (23) Township Eighteen (18) North, Range Thirty (30) West, being more particularly described as follows: commencing at the Southwest Corner of said Southeast Quarter (SE ¼) of the SE ¼ ; thence North 00Degrees 90 Minutes 46 Seconds East 658.40 feet along the West line of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼); thence South 88 Degrees 22 Minutes 04 Seconds East 16.001 feet to an existing iron rebar for the true point of beginning; thence North 00 Degrees 06 Minutes 32 Seconds East 329.03 feet to an existing iron rebar; thence South 88 Degrees 25 Minutes 37 Seconds East 903.35 feet to an existing iron rebar; thence South 90.00 feet to a set ½ inch iron rebar; thence South 88 Degrees 22 Minutes 04 Seconds East 368.72 feet to a set ½ inch iron rebar on the West right of way line U. S. Highway #71B (Thompson Street); thence South 00 Degrees 03 Minutes 58 Seconds East 50.02 feet along said right of way line to a set ½ inch iron rebar; thence leaving said right of way line North 88 Degrees 22 Minutes 04 Seconds West 368.78 feet to a set ½ inch iron rebar; thence South

189.97 feet to an existing iron rebar; thence North 88 Degrees 22 Minutes 04 Seconds West 904.00 feet to the Point of Beginning, Benton County, Arkansas.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:**

**SECTION 1:** That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6).

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3: 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

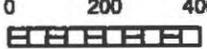
ATTEST:

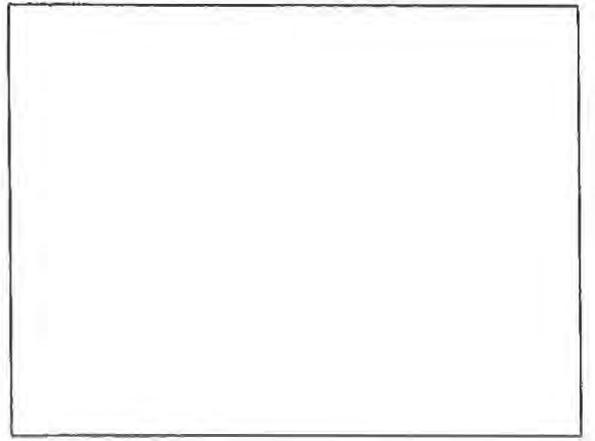
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest Cate, City Attorney



	<p>Feet</p> <p>0      200      400</p> 	<p><b>APPLICANT: SIX JUDGES, INC.</b></p> <p><b>FILE #: R13-03</b></p> <p><b>REZONING REQUEST:</b></p> <p><b>C-5 TO C-6</b></p>	<p>CITY OF SPRINGDALE</p> <p>PLANNING OFFICE</p> <p>PLANNING COMMISSION MEETING</p> <p>3/5/2013</p>
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1) AND DECLARING AN EMERGENCY:**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of March 5, 2013 for hearing the matter of a petition of Ecclesia, Inc., Oren Paris III requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to Institutional District (P-1).

Layman's Description: 9653 Nations Drive

Legal description: Parcel No. 21-00273-375

Part of the NW ¼ of the SW ¼ of Section 24, Township 18 North, Range 31 West, Benton County, Arkansas, described as beginning at the NW Corner of said NW ¼ of the SW ¼; thence with the centerline of Marchant Road, South 89°57'09" East 1177.27 feet to the centerline of Robbins Road; thence with said centerline, South 07°40'20" East 270.01 feet; thence South 05°21'28" East 381.62 feet; thence South 04°42'32" East 29.07 feet; thence from said centerline, North 89°59'24" West 1258.33 feet; thence North 00°35'30" East 677.31 feet to the Point of Beginning. Subject to the right-of-way of said Marchant and Robbins Road and any other easements of record or fact.

**AND**

**Parcel NO. 21-00273-380**

Part of the NW ¼ of the SW ¼ of Section 24, Township 18 North, Range 31 West, Benton County, Arkansas, described as beginning at the SW corner of the said NW ¼ of the SW ¼; thence North 00°35'30" East 642.07 feet; thence South 89°59'24" East 1258.33 feet to the centerline of

Robbins Road; thence with said centerline, south 04°42'31" East 399.53 feet; thence South 03°59'34" East 244.46 feet; thence from said centerline, North 89°59'24" West 1314.78 feet to the Point of Beginning. Subject to the Right of Way of said Robbins Road and any other easement of record or fact.

**AND**

**Parcel No. 21-00273-385**

Part of the SW ¼ of the SW ¼ of Section 24, Township 18 North, Range 31 West in Benton County, Arkansas; described as beginning at the SW Corner of the said SW ¼ of the SW ¼; thence North 00°35'30" East 1319.39 feet; thence South 89°59'24" East 1314.78 feet to the centerline of Robbins Road; thence with said centerline South 03°59'34" East 253.15 feet; thence from said centerline South 00°32'51" West 1065.96 feet; thence South 89°58'22" West 1335.84 feet to the point of beginning, containing 40.372 acres, more or less. Subject to the right-of-way of Robbins Road and any other easements of record or fact.

**AND**

**Parcel No. 21-00273-370**

Part of the SW ¼, Section 24, T-18-N, R-31-W, Benton County, Arkansas; more particularly described as follows: Beginning at the Northeast Corner of said SW ¼, Section 24, point being in the county road on the north side thereof; thence S 00°10'16" E 1323.43; thence S 89°43'42" W 582.96 feet; thence N 00°06'18" W 554.59 feet; thence S 89°43'42" W 408.06 feet to the east right-of-way of a county road; thence N 04°52'22" W 339.46 feet along the east right-of-way; thence N 06°27'31" W 433.01 feet along said east right-of-way to a point in the county road on the north side thereof; thence N 89°43'42" E 1461.63 feet along said county road to the point of beginning, containing 32.52 acres, more or less, subject to the county road on the north side thereof.

**LESS AND EXCEPT**, all that portion of the above described tract now platted as Ecclesia Inc. as per plat filed for record in Plat Record Book "W" at Page 143 in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

**AND**

**Parcel Nos. 21-01560-000; 21-01561-000; 21-01562-000; 21-01563-000; 21-01564-000; 21-01565-000; 21-01566-000; 21-01567-000; 21-01568-000; 21-01569-000; 21-01570-000; 21-01571-000; 21-01572-000; 21-01573-000; 21-01574-000; 21-01575-000; 21-01576-000; 21-01577-000; 21-01578-000; 21-01579-000; 21-01580-000; 21-01581-000**

Lots One (1) through Twenty-two (22) inclusive, of Ecclesia Inc. as per plat filed for record in Plat Record Book "W" at Page 143 in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

**AND**

**Parcel 21-00273-378**

Part of the SW ¼, Section 24, Township 18 North, Range 31 West, Benton County, Arkansas; more particularly described as follows: Beginning South 01 degree 10'16" East 768.85 feet and South 89 degrees 43'42" West 582.32 feet from the Northeast corner of said SW ¼;

thence South 00 degrees 06'18" East 1139.59 feet; thence South 89 degrees 43'42" West 750.00 feet to a point in the county road on the West side thereof; thence North 00 degrees 06'18" West 585.00 feet; thence South 89 degrees 43'42" West 8.61 feet to the East right-of-way of the county road on the west side thereof; thence North 02°degrees 49'21" West 22.08 feet along the East right-of-way; thence North 04 degrees 52'22" West 534.26 feet along said east right-of-way; thence North 89 degrees 43'42" East 804.06 feet to the point of beginning, containing 20.00 acres, more or less, subject to a part of the county road on the west side thereof.

**LESS AND EXCEPT**, all that portion of the above described tract now platted as Ecclesia Inc. as per plat filed for record in Plat Record Book "W" at Page 143 in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

**AND**

**Parcel No. 21-00273-390**

The Southeast Quarter of the Southwest Quarter of Section Twenty-four (24) Township Eighteen (18) North of Range Thirty-one (31), Except 9 acres off the East side, and Except a tract 195 yards North and South by 250 yards East and West out of the Northwest corner thereof, and also, except part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 North, Range 31 West, beginning at a point 195 yards South of the Northwest corner thereof, thence South 265 feet, thence East 365 feet, thence North 265 feet, thence West 365 feet to the point of beginning.

**AND**

**Parcel No. 21-01555-000**

Lot One (1) of Dick Lane Addition as per plat filed for record in Plat Book 20 at Page 175 in the office of the Circuit Clerk and ex-Officio Recorder of Benton County, Arkansas.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Institutional District (P-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:**

**SECTION 1:** That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Institutional District (P-1)

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3: 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. 2013-03

**A RESOLUTION TO CONCUR IN THE REZONING  
OF CERTAIN LAND IN SPRINGDALE, ARKANSAS  
WHICH IS ADJACENT TO ELM SPRINGS, ARKANSAS**

**WHEREAS**, the owners of approximately 160 acres located in Springdale, Arkansas but which is adjacent and contiguous to Elm Springs, Arkansas, have sought to rezone their land from A1, agricultural, to P1, public; and

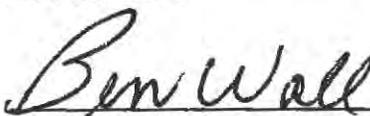
**WHEREAS**, the owners of this land, Ecclesia Inc., also own some 60 acres of land within Elm Springs, Arkansas; and

**WHEREAS**, the Planning Commission for the City of Elm Springs has heard and considered the proposed rezone of land and has determined that it will not adversely impact the adjoining land in Elm Springs and recommends that the City Council find likewise.

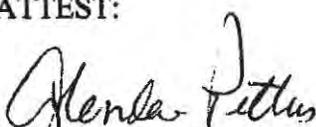
**NOW THEREFORE, BE IT RESOLVED**, that the City Council of Elm Springs agrees to the change in zoning of the adjoining and contiguous lands owned by Ecclesia, Inc. from A1 to P1 and states that this rezone will not adversely impact the adjoining land in Elms Springs, Arkansas.

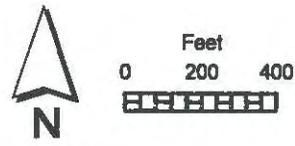
PASSED and APPROVED in Regular Session of the Elm Springs City Council this 18 day of March, 2013.

APPROVED:

  
\_\_\_\_\_  
Mayor Ben Wall

ATTEST:

  
\_\_\_\_\_  
Glenda Pettus, City Clerk



**APPLICANT: ECCLESIA, INC.**  
**FILE #: R13-04**  
**REZONING REQUEST:**  
**A-1 TO P-1**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/5/2013**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
1000 SOUTH OLD MISSOURI ROAD AS SET FORTH IN  
ORDINANCE NO. 4030**

**WHEREAS**, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

**WHEREAS**, the Planning Commission held a public hearing on March 5, 2013 on a request by Beverly and Brad Lloyd a Use Unit 48 (Automotive, Machinery and Equipment Open Display) in a Light Industrial District (I-1).

**WHEREAS**, following the public hearing the Planning Commission by a vote of eight (8) yeas and no (0) nays recommends that a conditional use be granted to Beverly and Brad Lloyd for a Use Unit 48 (Automotive, Machinery and Equipment Open Display) in a Light Industrial District (I-1) with the following conditions –

No more than two (2) trucks – one 26' and one 14' on site to be parked on side of building:

No more than 4 trailers on site to be parked in the back of the building.

There will be no signage for U-Haul

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Beverly and Brad Lloyd for a Use Unit 48 (Automotive, Machinery and Equipment open display retail sales) in a Light Industrial District (I-1) with the following conditions –

No more than two (2) trucks – one 26' and one 14' on site to be parked on side of building:

No more than 4 trailers on site to be parked in the back of the building.

There will be no signage for U-Haul

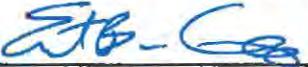
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: BEVERLY & BRAD LLOYD**  
**FILE #: C13-03**  
**CONDITIONAL USE REQUEST:**  
**USE UNIT 48**

CITY OF SPRINGDALE  
 PLANNING OFFICE  
 PLANNING COMMISSION MEETING  
 3/5/2013

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO T. G. SMITH ELEMENTARY, MEDIA CENTER IN CONNECTION WITH L13-03, A LARGE SCALE DEVELOPMENT**

**WHEREAS**, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs and gutters to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

**WHEREAS**, the Planning Commission reviewed a request for waiver of street improvements to T. G. Smith Elementary, Media Center in connection L13-03, a large scale development and the Planning Commission recommends denial of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby:

**Option 1: Grants** a waiver of street improvements to T. G. Smith Elementary Media Center including improvements related thereto, drainage, curbs, and gutters in connection with a large scale development, L13-03, T. G. Smith Elementary Media Center.

**Option 2: Denies** a waiver of street improvements to T. G. Smith Elementary Media Center including improvements related thereto, drainage, curbs and gutters in connection with a large scale development, L13-03, T. G. Smith Elementary Media Center.

**Option 3: Approves** payment in lieu of improvements to T. G. Smith Elementary Media Center in connection with a large scale development L13-03 with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to including improvements related thereto, drainage, curbs and gutters to be built in connection with a large scale development, L13-03.

**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 APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 IN CONNECTION WITH 4719 ROBBINS ROAD**

**WHEREAS**, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

**WHEREAS**, the Planning Commission reviewed a request for waiver of street improvements to Greg Jackson in connection with a single family dwelling and the Planning Commission recommends approval of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby:

**Option 1: Grants** a waiver of street improvements to Greg Jackson including improvements related thereto, sidewalks in connection with a single family dwelling.

**Option 2: Denies** a waiver of street improvements to Greg Jackson including improvements related thereto, sidewalks in connection with a single family dwelling.

**Option 3: Approves** payment in lieu of improvements to Greg Jackson in connection with a single family dwelling for with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to Greg Jackson including improvements related thereto, sidewalks to be built in connection with a

**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 APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO GEORGE'S INC., IN CONNECTION WITH L13-06, A LARGE SCALE DEVELOPMENT**

**WHEREAS**, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

**WHEREAS**, the Planning Commission reviewed a request for waiver of street improvements to Georges, Inc. in connection with a large scale development, L13-06 and the Planning Commission recommends approval of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby:

**Option 1: Grants** a waiver of street improvements to George's Inc., including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with a large scale development, L13-06.

**Option 2: Denies** a waiver of street improvements to George's Inc. including improvements related thereto, drainage, curbs and gutters sidewalks in connection with a large scale development, L13-06.

**Option 3: Approves** payment in lieu of improvements to George's Inc. in connection with a large scale development L13-06 for with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to George's Inc., including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with a large scale development, L13-06.

**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 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 26<sup>th</sup> day of March, 2013

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Ernest B. Cate, City Attorney

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**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 OF QUOTE:**

**GEOE GSAU**

Company: \_\_\_\_\_

Power Generation Sales Engineer

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

918 / 230-1295- gesau@unitedengines.com

SIGNATURE \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE TO PARTICIPATE WITH THE ROTARY CLUB OF SPRINGDALE TO CONSTRUCT A CHILDREN'S ADVENTURE PLAYGROUND WITHIN AN EXISTING CITY PARK KNOWN AS ROTARY PARK LOCATED ALONG SOUTH 48<sup>TH</sup> STREET**

**WHEREAS**, the Rotary Club of Springdale (the Club) has determined that there is a community need for a playground especially designed to serve the special needs of physically, emotionally, and mentally challenged children as well as all children, and

**WHEREAS**, the Club has arranged for the professional services of architects, engineers, and construction estimators to develop a plan and estimate the cost to construct and equip such a playground (the Project); and

**WHEREAS**, the Project design requires a surface area of approximately 8200 feet upon which will be installed specialized fall impact reduction surfacing and appropriately designed equipment; and

**WHEREAS**, the Project has been estimated to cost approximately \$600,000 divided as follows:

- A. All site work including surfacing..... \$300,000
  - B. Purchase and installation of play equipment.....\$300,000
  - C. All architectural, engineering, and construction management services (donated).....\$0.....
- Total estimated cost..... \$600,000

**WHEREAS**, representatives of the Rotary Club appeared before the CIP Committee of the City Council on Tuesday, February 12, 2013 with a request that the city participate in the Project by paying 50% of the Project cost, not to exceed \$300,000, and

**WHEREAS**, the CIP Committee voted unanimously to approve the request and to forward it to the full council with a do-pass recommendation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS** that the City Council hereby approves this resolution and, further, that the Mayor of Springdale is authorized to enter into the necessary contracts to implement its intent.

**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 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 26<sup>th</sup> 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 entity(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 TIs 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](mailto: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

<b>Business Name (full legal Name):</b> CITY OF SPRINGDALE	<b>Business Phone Number :</b> (479) 756-8200 <b>Name:</b>  <b>Responsible Party Number :</b> (479) 756-7708 <b>Name:</b>  <b>Accounts Payable Number:</b>  <b>Name:</b>
<b>Physical Address (street):</b> 201 Spring St., SPRINGDALE, AR 72764	<b>Billing Address (street):</b> 132 Spring St., SPRINGDALE, AR 72764
<b>Email Address:</b>	<b>Former/Other billing account (with Windstream or Windstream acquired company):</b>
<b>Company Name:</b> (if DBA)	<b>Application Type:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship/Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
<b>Federal Tax ID:</b> 71-6015810 <b>Signature:</b> _____  <b>Date:</b> <b>Phone:</b> - - <b>++References not required but may be considered</b>	
<b>Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor)</b> 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.	
<b>Signature:</b> _____ <b>Social Security #</b> - - <b>Date:</b> _____ <b>Phone:</b> - - <b>Sales Department Usage Only:</b>	
<b>Estimated One Time and or Recurring Charges: \$ Monthly</b> _____ <b>Install</b> _____	
<b>Sales Rep Name :</b> Brandon Mooney <b>Contact #:</b>  <b>Fax #:</b> <b>Email Address:</b> brandon.mooney@windstream.com	
<b>Credit Department Usage Only:</b>  <b>Date Received:</b> <b>Date Completed:</b> <b>Ref./Application #:</b>  <b>Credit Agent :</b> <b>Credit Decision:</b> <b>Deposit:</b> <b>Advance Pay:</b>	

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 THE 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 Commission (AGFC) for construction of a fishing pier at Lake Springdale; and

**WHEREAS**, a fishing pier will provide enhanced recreational opportunities for the citizens of Springdale; and

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

**WHEREAS**, the AGFC grant requires a minimum 50% match in funding from the City of Springdale for this project; and

**WHEREAS**, the City Council desires to complete a pier that extends across the lake which will exceed of the required minimum match; and

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

Fishing Pier	\$149,413.00
Gangway abutment materials	\$2,500.00
<u>Contingency (5%)</u>	<u>\$7,595.65</u>
Total Project	\$159,508.65
<u>Game and Fish</u>	<u>-\$50,000.00</u>
City Total	\$109,508.65

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

1) The total project cost shall not exceed \$159,508.65 without Council approval; and

2) Construction of the fishing pier at Lake Springdale 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

# Atlantic Meeco

THE MARINA COMPANY

March 19, 2013

Via Email: [adow@springdalear.gov](mailto:adow@springdalear.gov)  
[apugh@springdalear.gov](mailto:apugh@springdalear.gov)

Mr. Arlyn Dow  
Mr. Alan Pugh  
City of Springdale  
Planning Department  
201 Spring Street  
Springdale, Arkansas 72764-4554

Re: Lake Springdale Fishing Pier

Dear Mr. Dow and Mr. Pugh:

We are pleased to provide the following revised quotation per Atlantic-Meeco Plan # 7820A, dated March 4, 2013.

#### **Description Of Design**

Fishing Pier consisting of:

- (2) 10' x 115' walkway with triple handrail
- (10) 4' x 10' fishing stations with 34" tall ADA fishrails
- (1) 10 x 85' dock with triple handrail and a covered pavilion 10' x 46' with hip style roof
- (2) 6' x 20' gangways

#### **Description Of Materials**

*Galvanized Steel Frames* - manufactured by Atlantic-Meeco  
12" deep galvanized steel frame - proven, strong, low maintenance  
Unique box truss frame design - creates 100% full load transfer  
Main structural frame members shall be a minimum of 2" x 2" x 3/16" angle - superior system performance  
Bolted connection in horizontal plane - added strength for vertical/wave movement

#### *Polyethylene Floats*

Shell: Roto-molded polyethylene, resistant to marine life and petroleum.  
Core: Expanded polystyrene block is molded inside the shell.  
Shell thickness shall be .150 inches ARM STD +/-20%  
Firmly bolted to the frame

#### *Composite Decking*

Wood Polymer composite 2" x 6" - low maintenance, long life  
Recycled wood and plastics - environmentally sound  
Attached to frame on 2' maximum spans

1501 East Electric Avenue • McAlester, Oklahoma USA 74501 • Phone 918.423.6833 • Sales Fax 918.423.3215

*Spud Pipe Anchorage System*  
Spud pipe brackets with drop pipes

*Bumpering/Fendering*  
Treated 2" x 6" sidewood on the perimeter

*Gangways*  
Galvanized steel ADA gangways  
Pin on dock with rollers or skid plates on shore

**Warranties**  
Two Year Material Limited Warranty  
Ten Year Flotation Limited Warranty

**Value**  
Materials Delivered And Installed .....\$149,413

**Items Not Included**  
Engineer stamped plans, utilities, permits, or fees

This quotation is subject to review after 30 days.

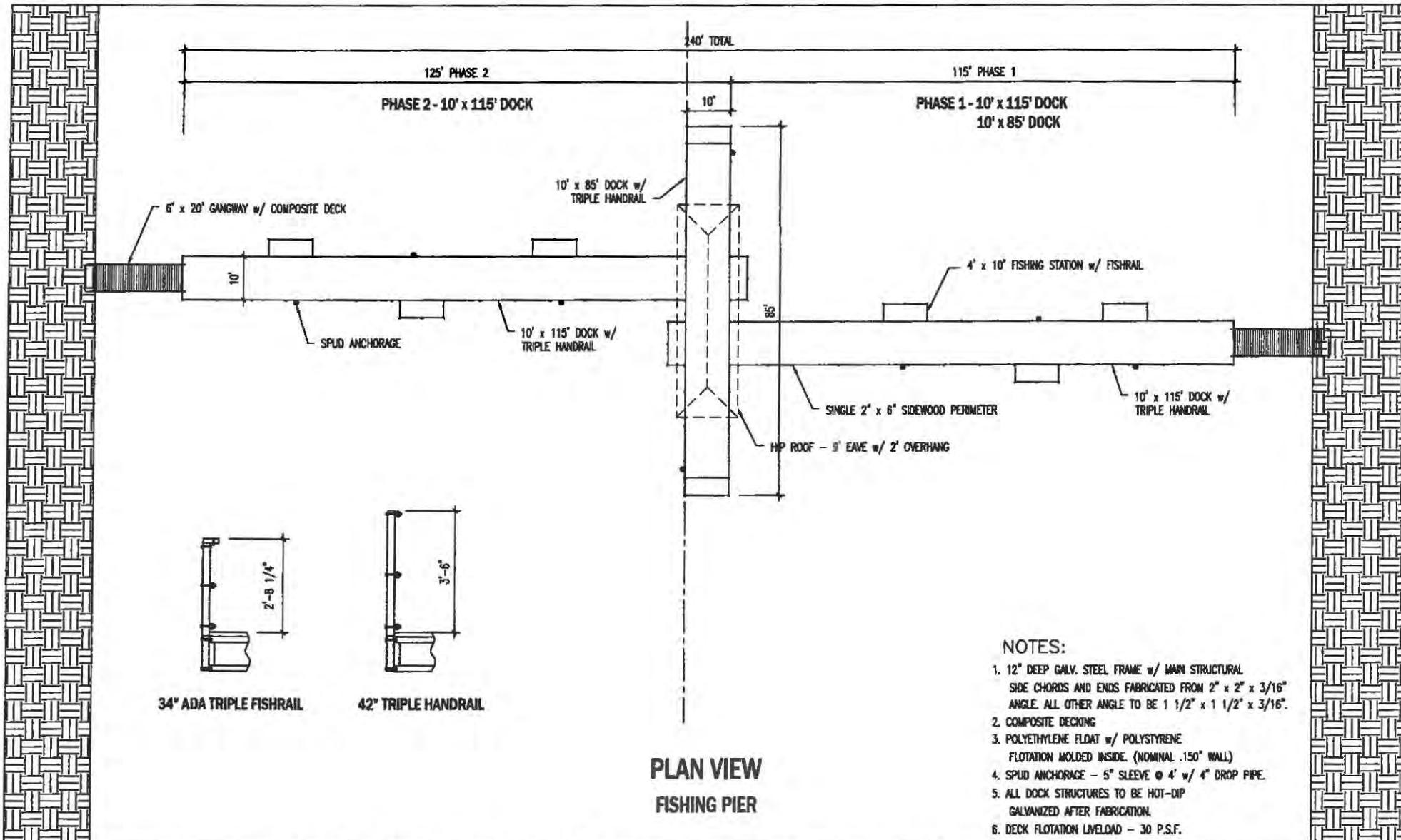
Please call us at 800-627-4621 if we may be of further assistance.

Sincerely,



J. Stephen Shoup

JSS/cf Lk Springdale Fishing Pier 3-19-13



PLAN VIEW  
FISHING PIER

NOTES:

1. 12" DEEP GALV. STEEL FRAME w/ MAIN STRUCTURAL  
SIDE CHORDS AND ENDS FABRICATED FROM 2" x 2" x 3/16"  
ANGLE. ALL OTHER ANGLE TO BE 1 1/2" x 1 1/2" x 3/16".
2. COMPOSITE DECKING
3. POLYETHYLENE FLOAT w/ POLYSTYRENE  
FLOTATION MOLDED INSIDE. (NOMINAL .150" WALL)
4. SPUD ANCHORAGE - 5" SLEEVE @ 4" w/ 4" DROP PIPE.
5. ALL DOCK STRUCTURES TO BE HOT-DIP  
GALVANIZED AFTER FABRICATION.
6. DECK FLOTATION LEVELLOAD - 30 P.S.F.

NO.	REVISION DESCRIPTION	BY	DATE

Note: This document contains proprietary information of Atlantic-Meeco, Inc. Its receipt or possession does not convey any rights to reproduce, disclose its contents, or to manufacture, use, or sell anything it may describe. Reproduction, disclosure, or use, without specific written authorization is strictly forbidden.

**Atlantic Meeco**  
THE MARINA COMPANY  
1501 E. ELECTRIC AVE. Phone: (918) 423-4333  
MCLESTER, OKLAHOMA, USA 74501 Fax: (918) 423-3215

DRAWN BY: D.E.B.	FILE NAME: 7820A-1
CHECKED BY:	JOB # PLAN # 7820A
SCALE: 1" = 20'-0"	DATE: 03/04/13 SHEET 1

**LAKE SPRINGDALE FISHING PIER**  
SPRINGDALE, AR

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPER PARTNERSHIP AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST**

**WHEREAS**, City and Wal-Mart desire to enter into a developer partnership agreement relating to the construction and development of North 48th Street in Springdale, Arkansas ("North 48th Street");

**WHEREAS**, the improvements will also include off-site drainage improvements that will aide in the development of the proposed Wal-Mart and continue to enhance the development potential of the surrounding area ("Drainage Improvements"), and

**WHEREAS**, the City and the general public will benefit from the additional access provided by the 48th Street Improvements and the improvements made by the Drainage Improvements, and

**WHEREAS**, the City desires to share the cost to construct the 48<sup>th</sup> Street Improvements and the Drainage Improvements with Wal-Mart, and

**WHEREAS**, the terms of the cost sharing arrangement between the City and Wal-Mart are contained in a written agreement attached hereto as Exhibit "A", and

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

The Mayor and City Clerk are hereby authorized to execute a developer partnership agreement with Wal-Mart Real Estate Business Trust with the terms outlined herein.

**PASSED AND APPROVED** this \_\_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN ENGINEERING DESIGN CONTRACT FOR DRAINAGE IMPROVEMENTS NEAR OAK GROVE ROAD SOUTH OF ELM SPRINGS ROAD**

**WHEREAS**, the City of Springdale made improvements to Elm Springs Road which enhances the development potential in the area, and

**WHEREAS**, the City recognizes that drainage improvements are necessary in order to further enhance the development potential, and

**WHEREAS**, CEI Engineering Associates, Inc have performed a drainage analysis for one of the potential developers, and

**WHEREAS**, the City desires to have them continue this analysis of an overall drainage plan for the area which begins with the proposed survey, and

**WHEREAS**, the program management team has negotiated a contract with CEI Engineering Associates, Inc in an amount not to exceed \$10,500.00;

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

The Mayor and City Clerk are hereby authorized to execute an engineering design contract with CEI Engineering Associates, Inc. in amounts not to exceed \$10,500.00.

**PASSED AND APPROVED** this \_\_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Ernest B. Cate, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**THE CITY OF SPRINGDALE, ARKANSAS**  
**and**  
**for**

**PROJECT NO. \_\_\_\_\_**

THIS AGREEMENT, made and entered into this 26th day of March, 2013, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and "CEI Engineering Associates, Inc.", hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvement within the City of Springdale, hereinafter referred to as PROJECT:

Perform topographic survey along proposed route of drainage improvements from Hall Property leading to Oak Grove, along Oak Grove north approximately 1,600 feet to an existing unnamed creek and locate available boundary corners of affected properties for use as the base map of proposed easements.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

**ARTICLE I**  
**GENERAL**

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where

religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
- 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in a Circuit Court located in Washington County, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: City of Springdale  
Office of Planning and Community Development  
201 Spring Street  
Springdale, AR 72764

ENGINEER: CEI Engineering Associates, Inc.  
3108 SW Regency Parkway, Suite 2  
Bentonville, AR 72712

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this

AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a written instrument signed by both parties.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

## ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

### **ARTICLE III ADDITIONAL SERVICES**

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

### **ARTICLE IV RELATIONSHIP OF THE PARTIES**

Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

### **ARTICLE V RESPONSIBILITIES OF THE CITY**

Sec. 5.0. The CITY shall furnish required information and approvals and perform its

responsibilities and activities in a timely manner to facilitate orderly progress of the work.

- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services except as provided in Attachment A.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

## **ARTICLE VI INSURANCE**



**Bodily injury and Property Damage Combined Including: (See Note 1)**

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

**Sec 6.5. Professional Liability**

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

**Sec 6.6.** The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII  
INDEMNIFICATION AND LIABILITY**

**Sec. 7.0.** The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

**Sec. 7.1.** The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

**Sec. 7.2.** The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits; provided the ENGINEER was not negligent in their scheduling of these tasks or project approach.

**ARTICLE VIII  
COMPENSATION**

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The submittal shall include an itemized breakdown of the hours spent per employee engaged in design for the PROJECT, and shall clearly identify the phase of work to which said time was applied. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

**ARTICLE IX  
USE OF DOCUMENTS**

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at

CITY's sole risk and without liability or legal exposure to ENGINEER.

- Sec 9.1. ENGINEER shall, upon request by the CITY, supply electronic design and survey information to the CITY. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain professional rights to utilize such instruments of service (associated plans and drawings, documents, and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

#### ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI  
HAZARDOUS ENVIRONMENTAL CONDITIONS**

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

**ARTICLE XII  
TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

### **ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES**

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for All Design Phases referenced in this document (hereinafter referred to as "Contract Time").

Sec. 13.1 Contract Time for All Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 working days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the All Design Phases is not exceeded. This shall not apply to approved budgets associated with construction administration services which are viewed as separate from the design process.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

**CITY OF SPRINGDALE, ARKANSAS**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**ATTACHMENT 'A'**

**SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAPITAL IMPROVEMENT PROGRAM**

**(PROJECT NAME)  
PROJECT NO. \_\_\_\_\_**

**1. Scope of Project**

Perform topographic survey along proposed route of drainage improvements from Hall Property leading to Oak Grove, along Oak Grove north approximately 1,600 feet to an existing unnamed creek and locate available boundary corners of affected properties for use as the base map of proposed easements.

**2. Basic Services**

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

**3. Topographic Surveys**

- a. Establish base line (with references) along existing roadway. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 50 feet of centerline of proposed drainage route, (Survey Area).
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.) within the Survey Area.
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

**4. Utility Surveys and Coordination**

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the Survey Area.
- c. Using utility field survey data, show existing utilities on plans.

**5. Easement Document Preparation**

Easement document preparation is not included in the scope of work to be performed under this contract.

**ATTACHMENT "B"**

**SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAPITAL IMPROVEMENT PROGRAM**

**(PROJECT NAME)**

**PROJECT NO. \_\_\_\_\_**

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Design and Property      21   calendar days from Notice to Proceed

**ATTACHMENT "C"**

**ADDITIONAL SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAPITAL IMPROVEMENT PROGRAM**

**(PROJECT NAME)  
PROJECT NO. \_\_\_\_\_**

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- Services during out-of-town travel required of ENGINEER, other than visits to the site or CITY's office as required by the AGREEMENT, or off-site visits not required for the work as described in Attachment "A".
- Providing materials testing and inspection services.
- Prepare to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which ENGINEER is required to indemnify CITY under this AGREEMENT.
- Assisting in claims mitigation, claims management and claims adjudication.
- Providing additional or extended construction phase services made necessary by (a) work damaged by fire or other cause during construction, (b) a significant amount of defective or neglected work of any CONSTRUCTION CONTRACTOR(s), (c) acceleration of the progress schedule involving services beyond normal working hours, (d) default by any CONSTRUCTION CONTRACTOR(s), and (e) failure of the CONSTRUCTION CONTRACTOR(s) to complete the work within the construction contract time.
- Preparing applications and supporting documents in addition to those provided for in Attachment "A" for private or governmental grants, loans, or advances in connection with the PROJECT
- Providing services resulting from changes that are significant changes in the general scope, extent or character of the PROJECT or its design, including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing.
- Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- Providing services resulting from the award of additional prime contracts for construction of the PROJECT.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by CITY for the construction of the PROJECT or a portion thereof.
- Providing assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- Providing construction surveys and staking to enable CONSTRUCTION CONTRACTOR(s) to

perform its work other than that required by Attachment "A".

- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
- Providing re-design for the CITY's convenience or due to changed conditions after previous approval.
- Providing design of any utilities relocation other than specifically provided for Attachment "A".
- Providing property record research.

**ATTACHMENT "D"**

**COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAPITAL IMPROVEMENT PROGRAM**

**PROJECT NAME**  
**PROJECT NO.** \_\_\_\_\_

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

Topographic, Right of Way and Utility Surveys	\$ <u>8,000.00</u>
Geotechnical Investigations	\$ ____.
Traffic Study	\$ ____.
Concept Design Phase	\$ ____.
Preliminary Design Phase	\$ ____.
Environmental Surveys, Permitting Support, and Major Drainage Study	\$ ____.
Right of Way Document Preparation	\$ ____.
Final Design Phase	\$ ____.
Bid/Award Phase	\$ ____.

Construction Phase Services \$ \_\_\_\_\_

SUB-TOTAL Basic Services \$ 8000.00

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

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance \$ 2000.00

- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses \$ 500.00

- The maximum payment to the ENGINEER for Basic Services, Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 10,500.00
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoice will be itemized by payment categories including hours worked for each class of ENGINEER'S employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all ENGINEER'S personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto;

plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, the District Judge has made certain purchases or desires to make certain purchases of legal research services, 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 26<sup>th</sup> 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

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 AMENDING THE 2013 BUDGET  
OF THE PARKS YOUTH CENTER**

**WHEREAS**, the past practice of the Parks Department was to open the Youth Center at 5:00 a.m. with only one employee present, and

**WHEREAS**, it is the opinion of the Parks Director and the Mayor that this practice places this employee at an unacceptable level of risk, and

**WHEREAS**, it is the Parks Director's recommendation to increase the staff level to two employees at all times the Youth Center is open, and

**WHEREAS**, the total cost to implement the new policy is only \$9,000;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2013 budget of the Parks Youth Center is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Youth Center	10103024523001	Salaries	184,150	8,300		192,450
Youth Center	10103024523501	FICA	17,500	600		18,100
Youth Center	10103024523504	Worker's Comp.	3,020	100		3,120

**PASSED AND APPROVED** this 26<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest B. Cate, City Attorney

**Wyman Morgan**

---

**From:** Rick McWhorter [rmcwhorter@springdalear.gov]  
**Sent:** Wednesday, February 27, 2013 11:59 AM  
**To:** 'Doug Sprouse'  
**Cc:** 'Wyman Morgan'; 'Andrew Proffitt'  
**Subject:** Front Desk Request

As per your request, I asked Laura to calculate the additional money I would need to request to fund a front desk worker to work the 5a-7a shift and two hours at night from either 6p -8p or 5p-7p depending on the closing hours of the SYC. This would be only Monday-Friday. This additional part-time staff is needed to officially open and supervise the SYC from 5a – 7a thus having someone who can supervise the recreation facilities. The evening hours will allow better general supervision of the SYC, provide more safety especially when dealing with any money collected during the evening hours, and allow more interaction with our members. The SYC usage has increased and we anticipate more people coming to our facility. This staff would not be needed on Saturday since we already provide personnel to supervise our scheduled games out of the Activities budget. When there are no scheduled games on Saturday, the afternoon crowd at the SYC is minimal.

Based upon \$8.00 per hour, Laura calculated we would need \$9,000.00 to cover the wages, Social Security, and Worker's Comp. I would like to present this to the Finance Committee soon. Please let me know if I need to provide further information.

Dr. Rick McWhorter, CPRP  
Director  
Springdale Parks & Recreation  
P.O. Box 42  
Springdale, AR 72765  
ph: 479-750-8185  
fax: 479-750-8595

3/4/2013

**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**

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Exempt (Y/N): Yes

DEPARTMENT: Information Systems

DATE PREPARED: February, 2013

SUPERVISOR: Mayor

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**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**

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Exempt (Y/N): No  
DATE PREPARED: March, 2013

DEPARTMENT: Information Systems  
SUPERVISOR: Director of IS

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**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**

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Exempt (Y/N): No	DEPARTMENT: Information Systems
DATE PREPARED: March, 2013	SUPERVISOR: Director of IS

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**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	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. 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**

<b>STAFFING</b>	<b>GRADE</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>Proposed</b>	
						<b>Planning</b>	<b>Engineering</b>
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	
<b>TOTALS</b>		<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>4</b>	<b>6</b>



**CITY OF SPRINGDALE**  
Position Description

**POSITION TITLE: Engineering Director**

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Exempt (Y/N): Yes

DEPARTMENT: Engineering

DATE PREPARED: December 2012

SUPERVISOR: Mayor

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**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.

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

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.

**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>
<b>DEPT 04 PLANNING &amp; COMM DEVEL</b>				
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
<b>** PLANNING</b>		<b>729,040</b>	<b>(371,290)</b>	<b>357,750</b>

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	2013 <u>APPROVED BUDGET</u>	<u>ADJUSTMENT</u>	<u>REVISED BUDGET</u>
<b>ENGINEERING</b>				
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
<b>** ENGINEERING</b>		<b>-</b>	<b>373,640</b>	<b>373,640</b>



**CITY OF SPRINGDALE**  
**Position Description**

**POSITION TITLE: Planning & Community Development Director**

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Exempt (Y/N): Yes

DEPARTMENT: Planning & Community Development

DATE PREPARED: December, 2012

SUPERVISOR: Mayor

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**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**

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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

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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.

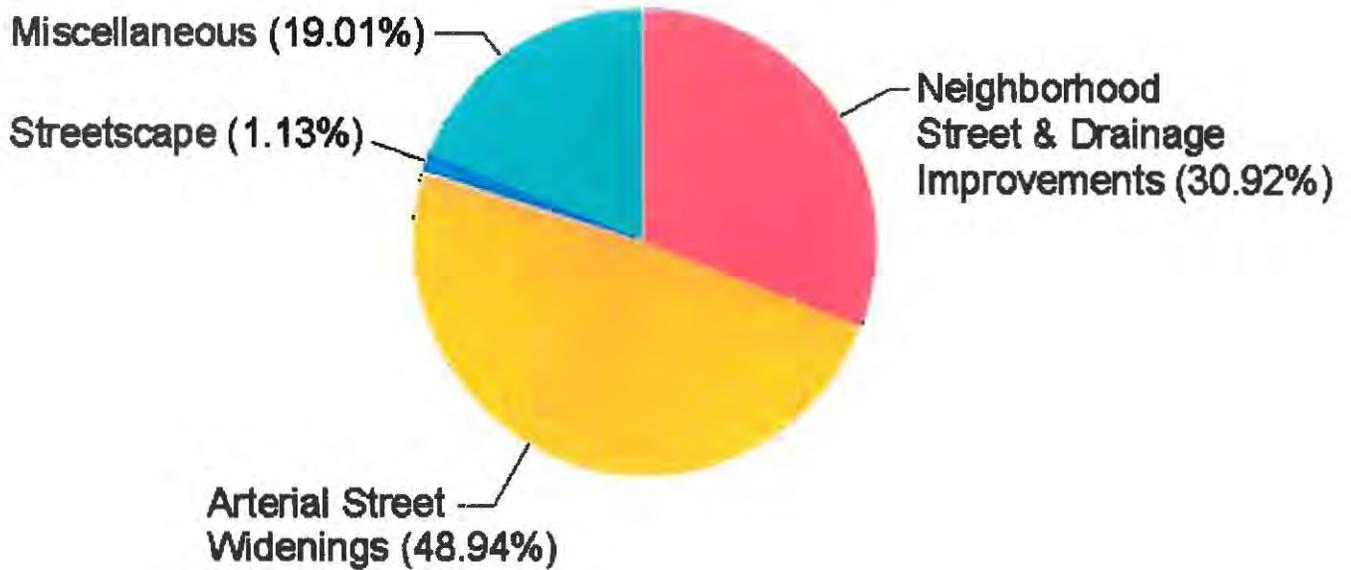
**Storm Water Hotline:** To report storm water problems in your neighborhood, please call the Fort Smith Storm Water Hotline at (479)784-2225

## Five Year Capital Improvements Program - Revenue Allocation Chart

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# City of Fort Smith

## Five-Year Capital Improvement Program



### Information Technology Services Department Overview

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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

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#### 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**

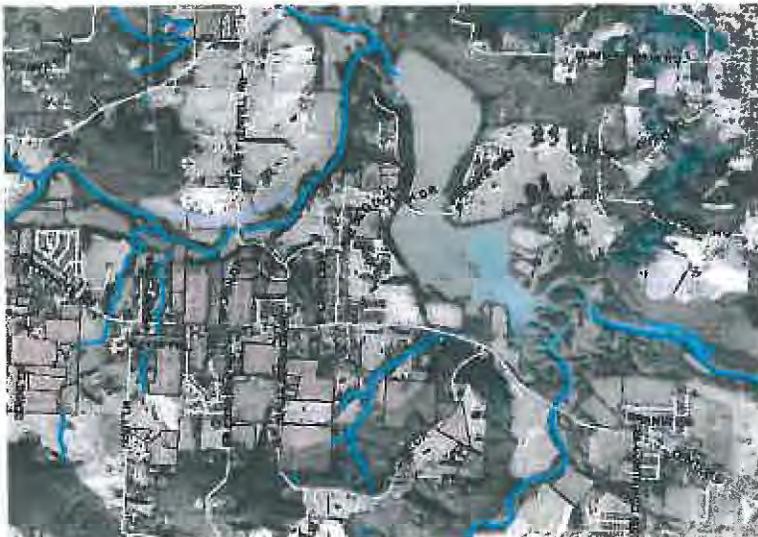
## **About Us**

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](#)

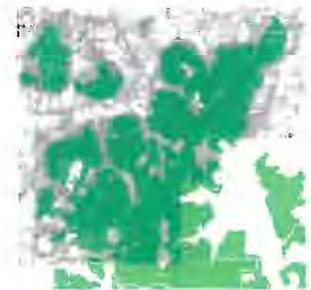
[Walker Park Neighborhood Master Plan](#)

[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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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

IT Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A MUTUAL AID  
AGREEMENT WITH THE NORTH WEST ARKANSAS  
COMMUNITY COLLEGE (NWACC)**

**WHEREAS**, NWACC has two locations in the City of Springdale, and

**WHEREAS**, NWACC and the City of Springdale desire to enter into a Mutual Aid Agreement for Police Services;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS** that the City Council hereby approves this resolution and further that the Mayor of Springdale and the Police Chief are authorized to enter into the Mutual Aid Agreement between the City of Springdale and NWACC.

**PASSED AND APPROVED** this 26<sup>th</sup>, day of March, 2013.

---

Doug Sprouse, Mayor

ATTEST:

---

Denise Pearce, City Clerk

APPROVED AS TO FORM:

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Ernest B. Cate, City Attorney

# MEMO

Date: 3-19-2013  
To: Wyman Morgan  
From: Chief Kathy O'Kelley  
Re: Mutual Aid agreement with Northwest Community College

Wyman –

Attached is the mutual aid agreement from Northwest Community College (NWACC). NWACC currently has two campus locations in Springdale and they provide the primary law enforcement response. This is just a formal agreement that we will provide assistance when needed. This requires City Council approval so will you add it to the agenda.

KOK



## MUTUAL AID AGREEMENT FOR POLICE SERVICES

### 1. PREAMBLE

- A. This agreement is hereby entered into by and between the NorthWest Arkansas Community College Police Department (NWACC-PD), and the Springdale Police Department, and all other certified law enforcement officers working with or at the direction of at least one of the aforementioned agencies.
- B. This agreement shall serve as the written policy required by Arkansas Code Annotated 16-81-106, in the event one or more of the above mentioned agencies require assistance from another agency that is a party to this agreement.
- C. Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in time of need, by the interchange of mutual aid on a local basis specifically at the Jones Center and Washington County Center located in Springdale. For all matters involving criminal activity, violations of the law, and other police responses to preserve and protect the health, safety, and welfare at said locations.
- D. Whereas the NWACC-PD will be the primary law enforcement agency at these locations as the college has leased these properties and provide safety and security for the faculty, staff, and students at said locations.
- E. The Springdale Police Department acknowledges and grants NWACC-PD the authority of police response at said locations for arrest and prosecution as the situation dictates.

NOW COMES the undersigned and hereby agree that:

### 2. DEFINITIONS

- A. Requesting Agency – an agency that requests the assistance of another participating within the bounds of this agreement.
- B. Assisting Agency – an agency asked to assist another participating agency within the bounds of this agreement.
- C. Times of Need – situations when the requesting agency has exceeded its resources relative to the needs of the agency to adequately serve and protect the inhabitants of that jurisdiction.

### **3. APPLICABLE STATE LAW**

- A. Arkansas Code Annotated 16-81-106 – this statute generally sets out guidelines for arrest protocol outside an officer’s jurisdiction.
- B. *King v. State*, 42 Ark. App. 97, 854 S. W. 2d 362 (1993)
  - 1) This court of appeals case is mandatory authority, binding on all intrastate jurisdictions with the exception of the Arkansas Supreme Court. This case serves as our good law so long as the case is uncontroverted by the Arkansas Supreme Court or higher.
  - 2) A synopsis of the case provides that a law enforcement officer lawfully present in any place may, in the performance of his duties, stop and detain any person reasonably suspected of committing a felony or misdemeanor involving danger or forcible injury to a person, or to determine the lawfulness of the person’s conduct.

### **4. ADMINISTRATIVE MATTERS**

- A. The undersigned representatives of each of the above mentioned parties are authorized by his or her respective agency to enter into this agreement, acknowledging the agency’s desire to enter into this mutual aid agreement with the objective of providing law enforcement protection, when available as determined by the assisting agency’s authorized agent, for the inhabitants of specifically located at the Jones Center and Washington County Center during times of need, as determined by the requesting agency, by making the most effective use of law enforcement personnel of all parties to this agreement.
- B. The undersigned representatives of the agencies shall provide each other participating agency’s official the name, address, and telephone number of the contact person or persons that is empowered to invoke this agreement. Further, in the event an agency’s contact person changes, that agency shall notify all participating agency officials in writing within thirty (30) days of making the change.

### **5. PROCEDURES**

- A. **REQUESTING ASSISTANCE FROM ANOTHER LAW ENFORCEMENT AGENCY** – The requesting agency shall contact the potential assisting agency in writing, if possible, or as a secondary option, by telephone, radio, or other similar device. The potential assisting agency has a right to inquire as to the nature of the request so that he/she may make knowledgeable determinations concerning the number and experience of officers to assist. Further, in accordance with ACA 16-

81-106 (c)(3), the arrest powers of the assisting agency shall only be in effect when the agency's officer is working outside their jurisdiction upon the request of the law enforcement agency having jurisdiction in the local of assistance.

- 1) CHAIN OF COMMAND – During which time the assisting agencies officers are responding to the incidents within the requesting agency's jurisdiction, the assisting officers shall respond to the directives issued by the requesting agency's commanding officer at the scene or incident. In the absence of the requesting agency's commanding officer, the assisting officer(s) shall adhere to their policies and guidelines, and shall only be required to perform lawful orders.
- 2) COSTS AND LEGAL MATTERS
  - a. Each agency participating in this agreement acknowledges that during which time assistance is rendered to other participating agencies, the assisting agency retains responsibility for its officer's wages, pension, workman's compensation benefits, and all other costs related to the employment of or injury to that assisting officer.
  - b. Each agency will be responsible for any claim or subsequent litigation arising from the incident involving that participating agency's assistance.
  - c. The assisting agency or agencies will be liable for all material or equipment provided by that same agency during the time of assistance. However, this provision creates an exception when there is a possibility to recoup the material, equipment, or reasonable substitution through a federal reimbursement or some other avenue that in no way adversely affects the requesting party.
  - d. This agreement shall not give rise to civil or criminal liability for failure to assist pursuant to this agreement. Further, this agreement applies only to the agencies for which the undersigned represent. This shall not be construed to benefit a third party that has not agreed to all of the provisions of this agreement in writing and has been accepted by the existing parties to this agreement.

- B. EFFECTING AN ARREST OUTSIDE THE AGENCY'S JURISDICTION – As soon as practical after the arrest, the officer shall notify the law enforcement agency where the arrest was made, that an arrest was made and that law enforcement agency shall take custody of the detainee and shall take the detainee before a magistrate.

**6. AGREEMENT MAINTENANCE**

- A. Each agency participating in this mutual aid agreement shall provide all other participants a reasonable accounting of all available resources that will be called upon during the request for assistance. The accounting shall be done as often as deemed necessary.
- B. The representatives from each agency shall meet as often as deemed necessary to review this mutual aid agreement and revise, delete, or add provisions by a unanimous vote of the representatives.
- C. This agreement shall become effective as to each participating party when approved and executed by that party. A participating agency may, at its choosing, terminate its participation in this agreement by providing written notice to each member of the agreement. The remaining parties to this agreement will not be affected by the termination.

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Signature	Title	Agency	Date
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Signature	Title	Agency	Date
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Signature	Title	Agency	Date
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Signature	Title	Agency	Date
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE A PURCHASING COOPERATIVE  
INTERLOCAL PARTICIPATION AGREEMENT**

**WHEREAS**, the City of Springdale administration would like to take advantage of possible lower prices for material and supplied obtainable from the BuyBoard ; and

**WHEREAS**, Arkansas Code Ann. 19-11-249 states “Any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the acquisition of any commodities or services”

**WHEREAS**, BuyBoard does not have a membership fee;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a purchasing cooperative, interlocal, participation, agreement with BuyBoard.

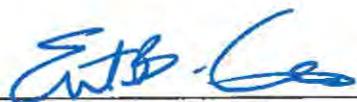
**PASSED AND APPROVED** this 26<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

\_\_\_\_\_  
Denise Pearce, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ernest B. Cate, City Attorney



**NATIONAL PURCHASING COOPERATIVE  
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

Page 2 of 7

*(Revised by the Cooperative Board of Trustees on April 23, 2012).*

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

Page 3 of 7

*(Revised by the Cooperative Board of Trustees on April 23, 2012).*

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Page 4 of 7

*(Revised by the Cooperative Board of Trustees on April 23, 2012).*

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: \_\_\_\_\_  
Deputy Executive Director

Date: \_\_\_\_\_

*[Additional signature page follows.]*

*(Revised by the Cooperative Board of Trustees on April 23, 2012).*

Page 6 of 7

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

*[Last page. Nothing follows.]*

*(Revised by the Cooperative Board of Trustees on April 23, 2012).*

Page 7 of 7

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING ORDINANCE NO. 4676  
PASSED WITHOUT AN EMERGENCY CLAUSE ON  
MARCH 12, 2013; TO DECLARE AN EMERGENCY AND  
FOR OTHER PURPOSES.**

**WHEREAS**, Ordinance No. 4676 was passed on March 12, 2013 without an emergency clause placing a clean-up lien 606 South West End Street;

**WHEREAS**, the City Attorney's Office has received payment for the clean-up of 606 South West End;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Ordinance No. 4676 is hereby repealed in its entirety.

**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 March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

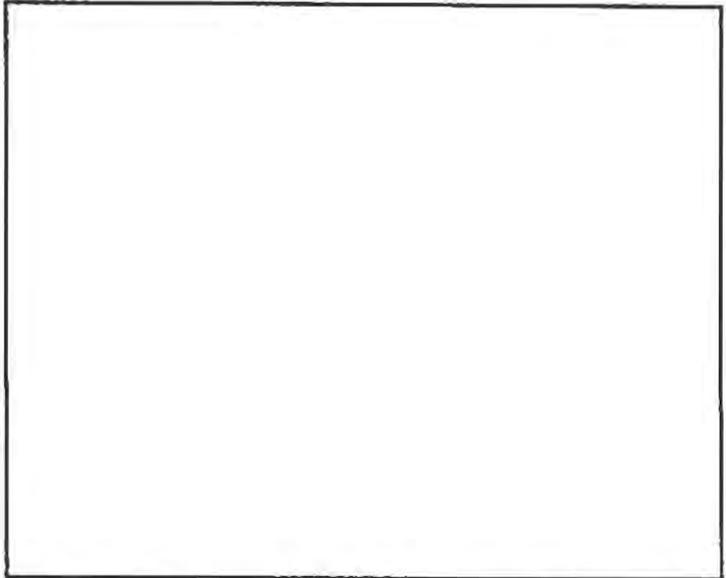
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED:

  
\_\_\_\_\_  
Ernest B. Cate, Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 4701 TYLER PLACE AND 3705 KENNY LANE.**



**WHEREAS**, David P Stewart and Anita K. Stewart is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Numbered Eight (8) Southhill Subdivision to the City of Springdale, Washington County, Arkansas, as shown on plat of said subdivision filed for record in Plat Book 10 Page 15, recorded in the official records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 4701 Tyler Place  
Springdale, Arkansas  
PARCEL NO.: 815-30203-000

**WHEREAS**, Lloyd Cheatham is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Twelve (12) in Block Two (2) in Westwood Subdivision to the City of Springdale, Arkansas, as per the recorded plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3705 Kenny Lane  
Springdale, Arkansas  
PARCEL NO.: 815-32480-000

**WHEREAS**, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

**WHEREAS**, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown on the attached Exhibit 1:

\$60.00 clean-up costs and \$27.22 administrative costs – 4701 Tyler Place

\$230.00 clean-up costs and \$26.50 administrative costs – 3705 Kenny Lane

**WHEREAS**, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown on the attached Exhibit 2;

**WHEREAS**, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies:

\$87.22, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 4701 Tyler Place, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$256.50, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 3705 Kenny Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

**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.

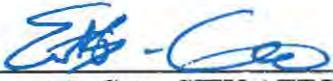
**PASSED AND APPROVED** this \_\_\_\_\_ day of March, 2013.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY