

CITY OF SPRINGDALE
Committee Agendas
Monday, March 2, 2015
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **An Ordinance** Amending Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other reasons. (Amend and clarify the prohibition of parking in the street in the City of Springdale) Presented by Sam Goade, Director of Public Works. (pg's 1-2)
2. **An Ordinance** Amending Chapter 22 of The Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other reasons. (Adoption of the 2014 Arkansas Energy Code) Presented by Mike Chamlee, Director of Buildings Department (pg's 3-4)

Street & CIP Committee by Chairman Rick Evans:

3. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Hubert D. Wilhite and Mattie M. Wilhite, Husband and wife, Janice Sue Nelson, Betty Mae Wilhite, and Kay Loraine Oxford are defendants (to condemn a tract of land for the 56th Street Widening Project, Project No. 12BPS4, Tract 15). Presented by Ernest Cate, City Attorney (pg 5-8)
4. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Mary Ruth Wilhite is a defendant. (Condemn a tract of land for the 56th Street Widening Project, Project No. 12BPS4, Tract 13) Presented by Ernest Cate, City Attorney (pg's 9-13)
5. **A Discussion** Concerning a settlement agreement with Willpett Investments, LLC. Presented by Ernest Cate, City Attorney (pg's 14-20)

Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:

6. **A Presentation** concerning storm sirens in the City of Springdale. Presented by Jagger Core.
7. **A Resolution** Authorizing a sewer agreement with Elm Springs. Presented by City of Elm Springs Representative. (pg's 21-31)

Finance Committee by Chairman Eric Ford:

8. **A Resolution** Authorizing a change in the authorized staff of the Police Department. Presented by Kathy O'Kelley, Chief of Police. (pg 32)
9. **A Resolution** Amending the 2015 budget of The City of Springdale Street Department. Presented by Sam Goade, Street and Public Facilities Director. (pg 33)

Parks & Recreation Committee by Chairman Mike Lawson:

10. **A Discussion** of options for spending the balance of the Parks Committee money. Presented by Mayor Doug Sprouse.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Section 114-58 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended and clarified as to the prohibition of parking in the street in the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Section 114-58 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to clarify the issue of parking in the street within the City of Springdale, Arkansas.

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

Section 1: Section 114-58 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-58. Street parking and emergency access routes.

- (a) Except as authorized in section 114-53 and section 114-57, no motor vehicles shall be parked or stored:
- (1) On the side of any street which is designated on the master street plan (section 90-51) and built to the standard of as a freeway, minor collector, major collector, or principal arterial street, or upon review and recommendation of the Traffic Committee.
 - (2) On the side of any street designated as an emergency access route, and on which a sign has been placed stating "Emergency Access Route: No Parking this Side of Street."
 - (3) On the side(s) of any street which has a designated bicycle lane.
- (b) The city council hereby authorizes and empowers the fire department, police department, and street department to work jointly in such manner as they see fit to designate and make certain city streets as emergency access routes; to purchase or have constructed signs or signals to mark such emergency access routes, and to change or modify such routes or markings as they deem necessary or desirable; and to evaluate the feasibility of parking on the street.

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

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 effective immediately upon its passage and approval.

That which is underlined is added, that which is stricken through is deleted.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 22-56 of the Code of Ordinances of the City of Springdale, Arkansas, provides for the adoption of the Arkansas Energy Code;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt the updated version of the Arkansas Energy Code;

WHEREAS, a part of Chapter 22-67 will need to be deleted, as it is already included in the 2014 Arkansas Energy Code;

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

Section 1: Section 22-56 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 22-56. Adopted.

The city council hereby finds that it is in the best interests of the citizens of the city to formally adopt a certain document, three copies of which are on file in the office of the City Clerk of the City of Springdale, being marked and designated as the 2003 International Energy Conservation Code with Arkansas Amendments, as adopted by the Arkansas Department of Energy 2014 Arkansas Energy Code for New Building Construction, a/k/a the 2014 Arkansas Energy Code, and said code is incorporated herein as though set out fully word for word.

Section 2: Section 22-67 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 22-67. Insulation.

- (a) Insulation shall be installed in a workmanlike manner to provide a reasonably uniform insulating value over the entire face of the insulated area.
- (b) For the purpose of calculating heat loss and gain at design condition, the following design temperatures shall be used:

Winter	Summer
0°F	95°F

- ~~(c) A building that is designed to be both heated in winter and cooled in summer shall meet the more stringent of the heating or cooling requirements of the exterior envelope as provided in this section when requirements differ.~~
- ~~(d) The design of buildings for energy conservation shall not create conditions of accelerated deterioration from moisture condensation.~~
- ~~(e) Insulation performance characteristics:

 - ~~(1) Fire hazard classification: Tested by Underwriters' Laboratories, Inc., or other approved agencies in accordance with ASTM E84 test methods.

 - ~~a. Flame spread 50 maximum.~~
 - ~~b. Smoke developed 50 maximum.~~~~~~

- ~~(2) — Corrosion, tested in accordance with Commercial Standard CS 131, Section III: Will not accelerate corrosion on aluminum, copper or galvanized steel.~~
- ~~(3) — Oder: Commercially odorless.~~
- ~~(4) — Moisture absorption: Less than two tenths of one percent by volume, when exposed to conditions of 120 degrees Fahrenheit, 90 percent R.H. for 96 hours.~~
- ~~(f) — Manufacturer provided attic cards shall be visibly placed near the scuttle hole for a site inspection and verification of code compliance.~~

Section 3: All other provisions of Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 4: Emergency Clause: It is hereby declared that an emergency exists and that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN HUBERT D. WILHITE AND MATTIE M. WILHITE, HUSBAND AND WIFE, JANICE SUE NELSON, BETTY MAE WILHITE, AND KAY LORAIN OXFORD ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against Hubert D. Wilhite and Mattie M. Wilhite, husband and wife, Janice Sue Nelson, Betty Mae Wilhite, and Kay Loraine Oxford (collectively "the Wilhites"), to condemn a tract of land for the 56th Street Widening Project, Project No. 12BPS4, Tract 15;

WHEREAS, the City of Springdale deposited the sum of \$104,400.00 into the Registry of the Court as estimated just compensation for the Wilhites' property;

WHEREAS, the Wilhites have extended an offer to settle the condemnation lawsuit for the total sum of \$193,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$88,600.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Hubert Wilhite condemnation lawsuit for the total sum of \$193,000.00.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
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Writer's Email:

MEMORANDUM

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney *EC*
RE: *City of Springdale v. Hubert Wilhite, et al*
DATE: March 2, 2015

If you will recall, the City Council approved the condemnation of land in connection with the 56th Street Widening Project. One of these tracts of land is owned by Hubert D. Wilhite and Mattie M. Wilhite, husband and wife, Janice Sue Nelson, Betty Mae Wilhite, and Kay Loraine Oxford (collectively "the Wilhites"). The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$104,400 was deposited with the court as the City's estimate of just compensation to be paid the Wilhites. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc. On February 6, 2015, Reed updated the damage amount to \$106,300.

The attorney for the Wilhites has indicated that they would now be willing to settle this case for the total amount of \$193,000. In other words, they are asking for an additional amount of \$86,700 to settle the case. It is my opinion that the City of Springdale should pay this additional amount to settle this case.

Of this additional amount, \$41,747 would be a result of paying full value for utility easements. The City Council has, in the past, agreed to pay full value for utility easements in order to settle a case.

ErnestCa/2015misc/memoHWilhite

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

In addition, the Wilhites have produced an appraisal indicating an additional amount of just compensation for the trees and landscaping that were taken for this project. It is my opinion that a jury would award them this additional appraised amount for the trees taken in this project, approximately \$19,000.

The remaining difference (approximately \$25,000) is the difference in valuation for the property taken for right-of-way acquisition. The two appraisers are apart by \$0.95 per SF.

In all, I believe that adequate justification exists for paying the Wilhites the additional requested amount of \$86,700 (using Reed's latest damage amount of \$106,300). Using the original damage amount of \$104,400 the additional amount would be \$88,600. This amount is also consistent with the amounts paid to other landowners on this project.

As such, I am requesting that the City approve the proposed settlement in this case. This would avoid the risk of proceeding to trial, which is currently scheduled on March 18, 2015.

For your information, I have enclosed a copy of the settlement statement offered by the Wilhites.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
MARY RUTH WILHITE IS A DEFENDANT.**

WHEREAS, the City of Springdale filed a lawsuit against Mary Ruth Wilhite to condemn a tract of land for the 56th Street Widening Project, Project No. 12BPS4, Tract 13;

WHEREAS, the City of Springdale deposited the sum of \$8,500.00 into the Registry of the Court as estimated just compensation for Ms. Wilhite's property;

WHEREAS, Ms. Wilhite has extended an offer to settle the condemnation lawsuit for the total sum of \$17,500.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$9,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Mary Ruth Wilhite condemnation lawsuit for the total sum of \$17,500.00.

PASSED AND APPROVED this ____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



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Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney *E.C.*
RE: *City of Springdale v. Mary Wilhite*
DATE: March 2, 2015

If you will recall, the City Council approved the condemnation of land in connection with the 56th Street Widening Project. One of these tracts of land is owned by Mary Ruth Wilhite. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$8,500 was deposited with the court as the City's estimate of just compensation to be paid Ms. Wilhite. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc.

The attorney for Ms. Wilhite has indicated that she would now be willing to settle this case for the total amount of \$17,500. In other words, she is asking for an additional amount of \$9,000 to settle the case. It is my opinion that the City of Springdale should pay this additional amount to settle this case.

Of this additional amount, over \$6,000 would be a result of paying full value for utility easements. The City Council has, in the past, agreed to pay full value for utility easements in order to settle a case.

In addition, Ms. Wilhite will argue for an additional amount of just compensation for the trees and landscaping that were taken for this

ErnestCa/2015misc/memoMWilhite

project. It is my opinion that a jury would award her an additional appraised amount for the trees taken in this project.

In all, I believe that adequate justification exists for paying Ms. Wilhite the additional requested amount of \$9,000. This amount is also consistent with the amounts paid to other landowners on this project.

As such, I am requesting that the City approve the proposed settlement in this case. This would avoid the risk of proceeding to trial, which is currently scheduled on April 22, 2015.

For your information, I have enclosed a copy of the settlement statement offered by the Wilhites.

Appraisal Review

Mary Wilhite (Washington Co. CV 2014-1003-5)

Property Address: 3446 South 56th Street

Project Tract No.: Tract 13

Zoning Classification: A-1 (planned for future C-1 or C-2)

Purchase Price:

Date of Taking:

Reed Appraisal:

“Before”: Total Value: **\$77,900**
Highest and Best Use: Hold for future commercial development
Size: 0.35 acres (15,039 s/f)
Improvements: Drive and fencing \$400
Land Value per foot: **\$5.15 per s/f (\$69,800) total**

Amount of taking:

Fee: 1,091 s/f
Utility easement: 1,600 s/f only compensated at \$1.30 s/f
TCE: 800 s/f

“After”: Total Value: **\$69,800 (13,948 s/f @ \$5.00 s/f)**
Highest and Best Use: Hold for future commercial development
Size: 13,948 s/f
Severance damages:

Notes on comparables: Lowest was \$3.18 s/f, most around or above \$5.00

Allocation of Compensation:

Land: 1,091 s/f @ \$5.15	\$5,600
Utility Easement: 1,600 s/f @ \$1.30	2,100
TCE: (800 s/f @ \$5.00 @ 8% @1 year)	300
Improvements: (drive fencing)	400
Total Compensation:	\$8,400

Carlson Appraisal:

“Before”: Total Value:
Highest and Best Use: Commercial
Size:
Improvements: not valued
Land Value per foot:
Improvements:

Amount of taking:
Fee:
Utility easement:
Total:

TCE:
“After”: Total Value:
Highest and Best Use: Commercial
Value per foot: \$ (s/f @ =)

Allocation of Compensation:

Land: 2,691 @ \$6.00	\$16,146
TCE: 800 s/f @ \$6.00 @ 8% @1 year	385
Improvements: (drive)	400
Total Compensation: \$16,931	

New compensation: $\$16,931 - 8,400 = \$8,531$



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MEMORANDUM

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

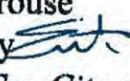
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TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney 
RE: *Willpett Investments, LLC v. City of Springdale*
DATE: March 2, 2015

I know that each of you are probably familiar with the property located on the northwest corner of Grove and Maple here in Springdale. The exact property address is 612 and 612 1/2 W. Grove. For many years, this property was used as a day care facility, and then it was used briefly as a Church.

During the summer of 2014, the property owner, Willpett Investments, LLC, applied for a rezoning of this property, seeking to be rezoned from MF-12 to P-1, so that a church could once more be located on this property. At its July 2014 meeting, the Planning Commission denied the rezoning request. Willpett appealed this denial to the City Council, who voted 6 to 1 to overturn the Planning Commission's denial of the rezoning request. On August 12, 2014, the City Council passed an ordinance rezoning the property to P-1.

After the rezoning to P-1 was approved, Willpett then applied for a variance for the number of required parking spaces. The ordinance as then written required them to have a total of 46 or 48 parking spaces. Given the small size of the lot, Willpett asked for variance to allow only 13 parking spaces. At its meeting on August 5, 2014, the Planning Commission denied the variance request. Pursuant to Arkansas law, there is no appeal to City Council for a zoning variance request. As such, Willpett filed its appeal in Washington County Circuit Court.

ErnestCa/2015misc/memoWillpett

The attorney for Willpett has provided me with a settlement proposal in this case, and I have provided it to you along with this memo. The owner wishes to get your input on this settlement proposal, as he is making a good faith effort to do all he can to see that the maximum number of parking spots will be provided for this P-1 property, a church.

ErnestCa/2015misc/memoWillpett

Proposed Settlement Agreement
Willpett Investments, LLC - City of Springdale
January 21, 2015

Willpett will construct parking on area on South Side of Lots along Grove Avenue which use to be graveled parking and the on site Parking as shown on the Tomlinson Asphalt drawing. All set back requirements will be waived and Tomlinson's specifications will be accepted. There will be no requirements for Islands in the parking lots or tress or shrub plantings or green areas.

As an alternative to off street parking along Grove Avenue, WillPett will build the off street parking along Maple on East side of the lot as shown on the Tomlinson Asphalt drawing.

No drainage studies will be required and additional drainage will not be required to be constructed.

Specifications and plans are attached.

Additional Issues:

Once Willpett Investments completes the repairs and improvements required by the Springdale Fire Department, the City of Springdale will issue a Business Permit or license in the name of Willpett's Tenant allowing the property to be immediately used for Church and Church related events. The lists of repairs required by the Springdale Fire Department are attached. The repairs are listed here below:

Chapel (Church Building or east Building)

1. Recepticle (electric) on right side of Chapel needs repairing
2. Cover at panel box in Chapel needed-beside A/C unit at wall
3. Old furnace at Chapel that is not working needs to be removed or vented out of the building correctly. (If we can repair we will. But we will provide heat and air for Chapel-now their are units that will provide sufficient heat and air that are not the traditional central HVAC units-we are not talking about space heaters and window A/C units)
4. Light at entrance of Chapel at hall needs light cover
5. All lights 8' and under need light covers
6. at porch at Chapel as well (believe means light cover)
12. Need covers at exterior crawl spaces at main Chapel to keep animals out

Sunday School Building (west building)

7. At meter (assume electric but will check gas as well) at Sunday School Building needs to be sealed at exterior wall and soffet
8. Recepticle at kitchen area if the one is 6' or less to sink it has to be GFCI protected
9. All bathrooms are required to have exhaust fans vented to the outside of Building with trim kit
10. Need light bulb and cover at Sunday School Entrance-Exterior
11. All exterior recepticles need to be GFCI protected with bubble covers

General:

13. Need paving and stripping on property.

Parking Lot Specifications

Onstreet parking- East and South Sides- Remove top soil. Add additional base as needed and pave with with 2" asphalt hot mix on the

On site parking-demo the small structure, removal of existing grass and topsoil, regrading and subgrade. Estimate adding 10 loads of hillside fill dirt, then placing 6" of class 7 base and paving with 2" of asphalt hot mix.

Pavement markings included.

OF
**ADDITIONS or CORRECTIONS
 DO NOT REMOVE**

JOB ADDRESS: 612 1/2 W. Grove - DATE: 4-9-14

THIS JOB HAS NOT BEEN COMPLETED
 The following additions or corrections shall be made before the job will be accepted

- 1) At Meter at Sunday School Building needs to be sealed at exterior wall and soffit.
- 2) Receptacle at kitchen area if the over at door entrance is 6' or less to sink it has to be GFCI protected.
- 3) All Bathrooms ~~are~~ are required to have exhaust fans vented to outside of building with TRIM kit.
- 4) Need light bulb and cover at Sunday School Entrance exterior.

It is unlawful for any Carpenter, Contractor, Builder, or other persons, to cover or cause to be covered, any part of the work with flooring, lath, earth or other material, until the proper inspector has had ample time to approve the installation.
 After additions or corrections have been made, call **750-8154** Building Department for an inspection.

GARY JORDAN

PLUMBING	<input checked="" type="checkbox"/>
ELEC.	<input checked="" type="checkbox"/>
BLDG.	<input checked="" type="checkbox"/>
HVAC	<input checked="" type="checkbox"/>

B-4

PRESS HARD-USE BALL POINT PEN

OF
**ADDITIONS or CORRECTIONS
 DO NOT REMOVE**

JOB ADDRESS: 612 1/2 W. Grove - DATE: 4-9-14

THIS JOB HAS NOT BEEN COMPLETED
 The following additions or corrections shall be made before the job will be accepted

- 1) All exterior Receptacles need to be GFCI protected with Bubble Covers.
- 2) Need covers at exterior crawl space at main Chapel area to keep animals out.
- 3) Need paving and striping on property.

It is unlawful for any Carpenter, Contractor, Builder, or other persons, to cover or cause to be covered, any part of the work with flooring, lath, earth or other material, until the proper inspector has had ample time to approve the installation.
 After additions or corrections have been made, call **750-8154** Building Department for an inspection.

GARY JORDAN

PLUMBING	<input type="checkbox"/>
ELEC.	<input type="checkbox"/>
BLDG.	<input type="checkbox"/>
HVAC	<input type="checkbox"/>

B-4

PRESS HARD-USE BALL POINT PEN

NOTICE
OF
ADDITIONS or CORRECTIONS
DO NOT REMOVE

JOB ADDRESS	DATE
1012 1/2 W. GRAN -	4.9.14

THIS JOB HAS NOT BEEN COMPLETED

The following additions or corrections shall be made before the job will be accepted

- 1) Right Side Receptacle of Chapel. Needs Repairing
- 2) COVER AT PANEL BOX IN Chapel NEEDED - BESIDE A/C UNIT AT WALL.
- 3) Old FERRASS AT Chapel THAT ~~IS~~ IS NOT WORKING NEEDS TO BE REMOVED - & OR VENTED OUT OF BUILDING CORRECTLY.
- 4) Light AT ENTRANCE OF Chapel AT Hall NEEDS LIGHT COVER.
- 5) ALL LIGHTS 8' AND UNDER NEED LIGHT COVERS.
- 6) AT PORCH AT Chapel AS WELL.

It is unlawful for any Carpenter, Contractor, Builder, or other persons, to cover or cause to be covered, any part of the work with flooring, lath, earth or other material, until the proper inspector has had ample time to approve the installation.

After additions or corrections have been made, call **750-8154** Building Department for an inspection.

GARY JORDAN -

PLUMBING
ELEC.
BLDG.
HVAC

B-4

PRESS HARD-USE BALL POINT PEN

INTER-MUNICIPAL SEWER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called Springdale, and the City of Elm Springs, Arkansas, a municipal corporation, hereinafter called Elm Springs;

WITNESSETH:

WHEREAS, terms and provisions of a water purchase contract dated May 20, 1975 between Springdale and Elm Springs provides Elm Springs residents a supply of treated water which shall be purchased from the Springdale owned and operated water distribution system; and

WHEREAS, Springdale owns and operates a municipal sewer system providing sanitary service to users located within the corporate limits of Springdale, certain parts of Lowell, and certain parts of Johnson, Arkansas; and

WHEREAS, said sewer system includes a wastewater treatment facility that has sufficient capacity to treat current and foreseeable wastewater flows generated within the corporate limits of the cities it now serves; and

WHEREAS, Elm Springs has a municipal S.T.E.P. sewer system, and the lack of adequate sanitary facilities is placing a hardship on property owners located within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs needs time to develop a permanent solution in order to provide sanitary service to users within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs has expressed its desire for Springdale to provide temporary assistance in the form of wastewater treatment services for sewer users to be connected to the Elm Springs Sewer System; and

WHEREAS, it is specifically understood and mutually agreed by both parties that this is a temporary sewer agreement and that Elm Springs is currently working toward the development of a permanent source of wastewater disposal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Springdale and Elm Springs hereto mutually agree as follows:

1. COOPERATION: Elm Springs and Springdale shall cooperate and communicate in all the dealings contemplated herein.

2. FACILITIES: Elm Springs agrees to construct the following sewer system, metering, and sampling improvements, hereinafter referred to as "Facilities":

- a. Extend Elm Springs pressure sewer system to a point near the Ball Lift Station.
- b. Construct a sampling and metering weather proof enclosure to house and protect wastewater flow metering, sampling equipment, and electrical equipment.
- c. Construct a Metering Vault with suitable meter, restriction/regulating device and ancillary valving and equipment sufficient to accurately measure wastewater flows from Elm Springs.
- d. Provide suitable sampling equipment sufficient to provide continuous sampling of wastewater flows from Elm Springs.

All of the above Facilities are to be designed, constructed, operated, and maintained by Elm Springs at its expense. Elm Springs hereby agrees to secure at its expense all property rights and easements needed to construct said facilities. Upon completion by Elm Springs, the sewage metering and sampling station shall be owned and operated by Springdale near the Ball Lift Station, hereinafter referred to as the Point of Delivery.

3. QUANTITY: During the term of this agreement, Springdale agrees to receive from Elm Springs at the Point of Delivery, wastewater pumped from Elm Springs at a maximum flow rate of fifty (50) gallons per minute. In order to control the rate of flow within the maximum rate of flow specified herein, Springdale reserves the right to require the installation of a flow restriction device to regulate the volume of wastewater pumped from Elm Springs. Wastewater pumped from Elm Springs to Springdale shall be in accordance with standards hereinafter specified.

4. POINT OF DELIVERY: The Point of Delivery for wastewater pumped from Elm Springs to Springdale shall be at a sewage metering and sampling station located near the Ball Lift Station. Elm Springs shall be responsible for design and construction of the metering and sampling station. Plans and specifications for said station shall be prepared by a professional engineer licensed to practice in the State of Arkansas. Design of the metering and sampling station, including equipment and materials to be used in construction, shall be approved in writing by Springdale before the plans and specifications are submitted to the Arkansas Department of Health for review and approval. The metering and sampling station shall become the property of Springdale at such time construction is satisfactorily completed and the metering equipment is certified by the manufacturer to be within accuracy limits specified by Springdale. Elm Springs shall be responsible for paying any costs associated with connecting the metering and sampling station near the Ball Lift Station. Said connection to the manhole shall be made with a gravity sewer line to be owned and maintained by Springdale.

5. METERING EQUIPMENT: The sewage metering and sampling station shall be designed and equipped to accurately measure the volume of wastewater being pumped through the

Facilities based upon: 1.) The actual flow rate stated in gallons per minute, and 2.) the total flow passing through the meter stated in hundred gallons. The rate of flow and total flow shall be remotely transmitted to the Point of Delivery. Elm Springs agrees to operate and maintain the necessary metering equipment for properly measuring the quantity of wastewater received from Elm Springs and to calibrate such metering equipment whenever requested by Springdale but not more frequently than once every six (6) months. A meter not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the four (4) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter should fail to register for any period, the amount of wastewater received at the Point of Delivery during such period shall be deemed to be the amount of wastewater received in the corresponding period immediately prior to the failure unless Elm Springs and Springdale shall agree upon a different amount. The metering equipment shall be read monthly by Springdale. An appropriate official of Elm Springs shall have access to the meter equipment at reasonable times for the purpose of verifying readings.

6. PRICE: It is hereby stipulated and agreed by Elm Springs that the following sewer charges and fees shall be paid for sewer services provided by Springdale in this agreement:

A.) The following rate schedule shall be used to calculate monthly payments for the volume of wastewater being pumped to the Point of Delivery for treatment by Springdale:

First	1,500 gallons.....	\$600.00	Minimum Monthly Charge
Next	23,500 gallons.....	\$ 3.23	per thousand gallons
Next	225,000 gallons.....	\$ 3.15	per thousand gallons
Next	350,000 gallons.....	\$ 3.02	per thousand gallons
Next	400,000 gallons.....	\$ 2.99	per thousand gallons
Over	1,000,000 gallons.....	\$ 2.61	per thousand gallons

The above monthly minimum charge shall remain constant throughout the term of this agreement; however, in the event the City of Springdale adopts an ordinance increasing the sewer rates being charged to outside city users, the above rates charged for each thousand gallons in excess of 1,500 gallons shall be adjusted to reflect the new sewer rate schedule applied to outside city users.

B.) Elm Springs will be considered as an industrial user connected to the Springdale Municipal Sewer System, and therefore subject to the following surcharges for wastestreams containing excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Said surcharge shall be based on the following formula:

$$S = V_{ww} \times 8.34 [Y (TSS - 300) + Z (BOD - 289)]$$

Where:

- S = Surcharge in Dollars (monthly)
- V_{ww} = Volume wastewater in million gallons (monthly)
- 8.34 = Pounds per gallons of water
- Y = Unit charge for Total Suspended Solids in dollars per pound
- T.S.S. = Total Suspended Solids index in milligrams per liter by weight (300 mg/L or more)
- 300 = Maximum TSS in milligrams per liters by weight
- Z = Unit charge for BOD in dollars per pound
- BOD = Five day BOD index in milligrams per liter by weight (289 mg/L or more)
- Y & Z = Derived from annual plant expenses

Current charge for Y = \$0.440

Current charge for Z = \$0.407

The current unit charges for TSS and BOD shall remain effective for sewer service billed in calendar year 2015. The Springdale Sewer Commission shall review annually on a fiscal year basis the actual cost of treating excessive wastestreams and shall increase or decrease the unit charges for TSS (Y) and BOD (Z) based upon the finding of such review. The increase or decrease shall become effective January 1 of each calendar year. In the event surcharges are established for industrial users with excessive concentrations of phosphorus, or any other element, compound, substance or any other basis, Elm Springs hereby agrees to pay the stipulated surcharge as enacted by ordinance of the City of Springdale, Arkansas.

C.) As a provision of its NPDES Permit, Springdale is required to administer an Industrial Pretreatment Program. If any Categorical Industrial Users or Significant Industrial Users are connected to Elm Springs' sanitary sewer system, said users will be subject to and regulated by Springdale through its Industrial Pretreatment Program administered by the Springdale Water and Sewer Commission. Elm Springs agrees to pay Springdale a reasonable fee to cover Springdale's costs for sampling, inspection, and administration of permits issued to each categorical or significant user. These fees shall be paid within thirty (30) days of invoice by Springdale. The fees paid to Springdale related to the Industrial Pretreatment Program will be evaluated annually by the Springdale Sewer Commission and will be subject to change based upon the determination of costs to meet this regulatory requirement. Categorical Industrial Users are defined in EPA regulations. Springdale retains the sole right to determine which users in Elm Springs will be classified as Categorical Industrial Users or as Significant Industrial Users. Permits issued to said users shall be administered in the same manner as those issued to users in Springdale.

D.) Elm Springs agrees to pay Springdale a one-time connection fee for incurred legal, engineering, and administrative expenditures to establish temporary service as set forth in this agreement. This amount shall not exceed \$5,000.00 and will be paid by Elm Springs when the actual costs have been determined. Payment shall be made within thirty (30) days of the billing issued by Springdale for its expenditures.

7. BILLING AND PAYMENT: Springdale agrees to furnish Elm Springs with an itemized statement of the volume of wastewater that was received during the preceding month. Elm Springs agrees to pay Springdale for wastewater services provided according to the schedule of rates set forth herein and monthly payments shall be made in a timely manner pursuant to the ordinances of the City of Springdale presently in effect and hereafter adopted. In the event Elm Springs fails to make timely payment as provided herein, then Springdale, at its discretion, shall give notice to Elm Springs that water service being provided to Elm Springs shall be terminated within five (5) days unless payment is made.

8. WASTEWATER STANDARDS: Elm Springs agrees not to discharge wastewater containing any of the following substances at the Point of Delivery:

- A. General Prohibitions: Any pollutant which will pass through Springdale's Publicly Owned Treatment Works (POTW), inadequately treated, into receiving waters or otherwise be incompatible with the POTW.
- B. Specific Prohibitions: Elm Springs agrees to regulate users within its collection system so that no person shall introduce into Springdale's POTW the following pollutants, substances, or wastewater:
- Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° F (60° C) using the methods specified in 40 C.F.R. 261.21;
 - Wastestreams having a pH less than 5.0 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment;
 - Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;
 - Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentrations which, either singly or by interaction with other pollutants, will cause interferences with the POTW;
 - Wastewater having a temperature greater than 150° F (65° C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the wastewater plant to exceed 104° F (40° C);
 - Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - Pollutants which result in the presence of toxic gases, vapor, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - Trucked or hauled pollutants;
 - Any liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life, or to prevent entry into the sewers for maintenance or repair;

- Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the POTW's NPDES permit;
 - Wastewater containing any radioactive wastes or isotopes except in compliance with applicable Federal or State regulations and approved by Springdale;
 - Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, or unpolluted water;
 - Water from any source other than that supplied by Springdale
 - Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 - Medical wastes which are deemed to have the potential to cause acute worker or safety problems;
 - Wastewater causing, alone or in conjunction with other sources, the POTW to violate its NPDES permit or the treatment plant's effluent to fail a toxicity test;
 - Any substance which may cause the POTW's effluent or other product of POTW such as residues, biosolids (sludges) or scums to be unsuitable for normal landfill/land application, reclamation or reuse, or to interfere with the reclamation process;
 - Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 - Phosphorus levels that will cause the POTW to exceed NPDES permit limits or in sufficient concentrations to exceed the design capacity of the wastewater treatment facility to remove phosphorus biologically;
 - Any material into a manhole through its top unless specifically authorized by Springdale;
 - Water or wastewater into which anhydrous ammonia has been leaked or "bled off," or any other discharge from an anhydrous ammonia coolant source;
 - Any other substance, material, water, or waste, if it appears likely in the opinion of the Executive Director of Springdale Water Utilities that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance;
 - Septic wastewater determined by Springdale Water Utilities to contain elevated levels of hydrogen sulfide or other substances which could cause corrosion or odors at the Point of Delivery.
- C. Pollutants, substances, or wastewater processed or stored in such a manner they could be discharged to the POTW:
- Toxic or hazardous industrial materials being processed or stored without secondary containment, which could potentially leak into floor drains and other points of entry into the sanitary sewer system.

9. SPECIAL COVENANTS: Elm Springs hereby agrees to adopt a sewer use code identical to that established by Springdale in Ordinance No. 2842, a copy of said code is attached hereto and incorporated herein by this reference. Every regulation established in the Sewer Use Code in its current format, or as subsequently amended, shall be effective when Elm Springs delivers wastewater to the Point of Delivery. Any entity found to be violating any provision of the Elm Springs Sewer Use Code shall be subject to same administrative and judicial enforcement remedies as entities located in Springdale.

Elm Springs shall, on a monthly basis, provide a list of all commercial and industrial users that are connected to its sanitary sewer system in the preceding month. In addition, Elm Springs shall notify Springdale's Water Utilities' Industrial Pretreatment Manager and obtain approval in advance of any Categorical Industrial User or Significant Industrial User connecting to its sanitary sewer system. If Elm Springs is unsure whether an Industrial or Commercial User is to be considered as a Categorical or Significant User, it is the responsibility of Elm Springs to contact the Springdale's Industrial Pretreatment Manager for a determination.

Elm Springs agrees to install, maintain, and operate chemical feeders at its delivery point that will prevent the formation of hydrogen sulfide, corrosive gases, and noxious odors in the sewage force main between Elm Springs and the Point of Delivery.

10. TERM: Springdale, for a period of eighteen (18) months from and after the execution of this agreement, shall agree to accept and treat wastewater generated in Elm Springs and discharged into the defined Point of Delivery. At the conclusion of the eighteen month term, this agreement shall be terminated and Elm Springs shall have made suitable arrangements for other means of acceptable sewage treatment. **It is hereby agreed by the parties that this is a temporary arrangement for the treatment of wastewater generated in Elm Springs and this agreement will not be renewed or extended for any additional periods of time.**

Elm Springs shall, no less than once every six months, provide Springdale with a written outline of measures being taken to insure that suitable arrangements for other means of acceptable sewage treatment will be made before the term of this agreement has expired. Included shall be a detailed timeline of what specific actions are and will be taken, concluding on or before the expiration of this agreement. Failure to make reasonable progress toward these arrangements may result in notifications by Springdale to Elm Springs and the Arkansas Department of Health of Springdale's intent to discontinue sewage service regardless of the availability of other service. At the end of the term of this Agreement, Springdale shall have the absolute right to terminate its service under this temporary agreement and Elm Springs shall be responsible for the consequences of such termination. Elm Springs shall indemnify Springdale for any and all costs, damages, including any attorney's fees, incurred by Springdale as a result of the failure by Elm Springs to make suitable arrangements as required by this Agreement. Nothing contained in this Agreement is intended to waive any tort immunity that either party has under Arkansas law. If suitable arrangements have not been made at the end of the 18 month contract term and the sewer connection from Elm Springs to Springdale remains for any reason, then Elm Springs shall pay a monthly penalty of \$10,000 for as long as the inter-municipal sewer connection remains, in

addition to all rates outlined in this Inter-Municipal Sewer Agreement.

11. TERRITORY: Elm Springs agrees to limit sanitary sewer service to users located within its current city limits. Elm Springs agrees to prohibit the discharge of any trucked or hauled waste streams into its Sanitary Sewer Facilities. Trucked or hauled waste streams shall include, but shall not be limited to, water and waste materials pumped from septic tanks and leachate collection systems.

12. CONNECTIONS: All new connections to Elm Springs shall be made in accordance with rules and regulations of the Arkansas State Board of Health and the Arkansas Department of Environmental Quality. Each residential or commercial structure being provided a new sewer connection shall be inspected by a licensed plumbing inspector to certify that the service line and plumbing were installed in accordance with local and state codes in effect at the time such plumbing is installed. Commercial and institutional facilities providing food preparation shall, prior to connection to the sewer, install grease traps that are appropriately sized and adequately maintained.

13. COMPLIANCE WITH RULES: Elm Springs and all sewer customers in the corporate limits of Elm Springs shall comply with, at all times, the health ordinances, Sewer Use Code of Elm Springs, the Arkansas State Board of Health, and the Arkansas Department of Environmental Quality governing sewer connections, operations, and usage which may now exist or may hereinafter be promulgated. Failure or refusal of any customer to comply with such ordinances, rules, or regulations will subject the customer to immediate discontinuance of water and sewer service.

14. ORDINANCES AND REGULATIONS TO FACILITATE PERFORMANCE OF CONTRACT: Elm Springs will enact and adopt any ordinances, codes, resolutions, rules, or regulations which may be deemed necessary to carry out the terms of this contract. This includes a sewer use code or ordinance acceptable to Springdale, the U.S. Environmental Protection Agency, and the Arkansas Department of Environmental Quality, and to control the quality and quantity of sewage that may be discharged to the sewer system owned, operated, and maintained by Elm Springs.

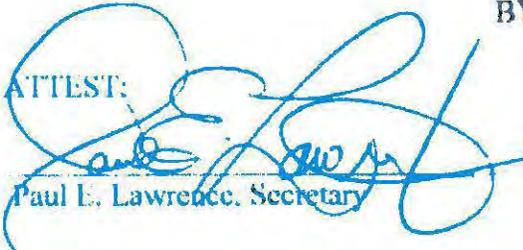
15. NOTICES: The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties hereto.

16. FURTHER INSTRUMENTS: Springdale and Elm Springs will, whenever and as often as it shall be requested to do so by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper in order to carry out the intent and purpose of this agreement.

IN WITNESS WHEREOF, Springdale and Elm Springs have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION

BY: 
Chris G. Weiser, Chairman

ATTEST: 
Paul E. Lawrence, Secretary

CITY OF SPRINGDALE, ARKANSAS

BY: _____
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

ELM SPRINGS SEWER COMMISSION

BY: _____
Deri Howerton, Chairman

ATTEST:

Maranda Taylor, Secretary

CITY OF ELM SPRINGS, ARKANSAS

BY: _____
Harold Douthit, Mayor

ATTEST:

Glenda Pettus, City Treasurer

RESOLUTION NO. 1-15

A RESOLUTION OF THE SPRINGDALE WATER AND SEWER COMMISSION APPROVING A TEMPORARY SEWER TREATMENT AGREEMENT WITH THE CITY OF ELM SPRINGS, ARKANSAS, AND FOR OTHER PURPOSES.

WHEREAS, terms and provisions of a water purchase contract dated May 20, 1975 between Springdale and Elm Springs provides Elm Springs residents a supply of treated water which shall be purchased from the Springdale owned and operated water distribution system; and

WHEREAS, Springdale owns and operates a municipal sewer system providing sanitary service to users located within the corporate limits of Springdale, certain parts of Lowell, and certain parts of Johnson, Arkansas; and

WHEREAS, said sewer system includes a wastewater treatment facility that has sufficient capacity to treat current and foreseeable wastewater flows generated within the corporate limits of the cities it now serves; and

WHEREAS, Elm Springs has a municipal S.T.E.P. sewer system, and the lack of adequate sanitary facilities is placing a hardship on property owners located within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs needs time to develop a permanent solution in order to provide sanitary service to users within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs has expressed its desire for Springdale to provide temporary assistance in the form of wastewater treatment services for sewer users to be connected to the Elm Springs Sewer System; and

WHEREAS, it is specifically understood and mutually agreed by both parties that this is a temporary sewer agreement and that Elm Springs is currently working toward the development of a permanent source of wastewater disposal;

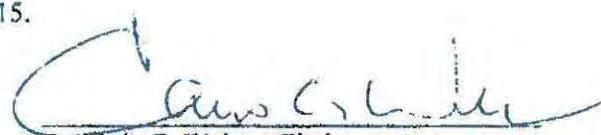
NOW THEREFORE BE IT RESOLVED that the Springdale Water and Sewer Commission hereby approves a Sewer Treatment Agreement with the City of Elm Springs, AR and the Chair and Secretary are hereby authorized and directed to execute said contract, a copy of which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that execution of said agreement shall be contingent upon the agreement being approved by the City Council of the City of Springdale, Arkansas.

PASSED AND APPROVED this 18th day of February, 2015.

Attest:


Paul E. Lawrence, Secretary


Chris G. Weiser, Chair

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY SEWER TREATMENT AGREEMENT BETWEEN THE CITIES OF SPRINGDALE, ARKANSAS, AND ELM SPRINGS, ARKANSAS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND OTHER PURPOSES.

WHEREAS, terms and provisions of a water purchase contract dated May 20, 1975 between Springdale and Elm Springs provides Elm Springs residents a supply of treated water which shall be purchased from the Springdale owned and operated water distribution system; and

WHEREAS, Springdale owns and operates a municipal sewer system providing sanitary service to users located within the corporate limits of Springdale, certain parts of Lowell, and certain parts of Johnson, Arkansas; and

WHEREAS, said sewer system includes a wastewater treatment facility that has sufficient capacity to treat current and foreseeable wastewater flows generated within the corporate limits of the cities it now serves; and

WHEREAS, Elm Springs has a municipal S.T.F.P. sewer system, and the lack of adequate sanitary facilities is placing a hardship on property owners located within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs needs time to develop a permanent solution in order to provide sanitary service to users within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs has expressed its desire for Springdale to provide temporary assistance in the form of wastewater treatment services for sewer users to be connected to the Elm Springs Sewer System; and

WHEREAS, it is specifically understood and mutually agreed by both parties that this is a temporary sewer agreement and that Elm Springs is currently working toward the development of a permanent source of wastewater disposal;

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

ARTICLE 1: The terms and conditions of a temporary sewer treatment agreement between the cities of Springdale, Arkansas, and Elm Springs, Arkansas, are hereby approved.

ARTICLE 2: The Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute said sewer treatment agreement, a copy of which is attached hereto and incorporated herein by this reference.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE IN THE
AUTHORIZED STAFF OF THE POLICE DEPARTMENT**

WHEREAS, the Police Department is currently authorized five (5) Records Clerks and one (1) Evidence Technician, and

WHEREAS, the Police Chief has demonstrated a need to add an additional Evidence Technician, and

WHEREAS, the Police Chief has indicated that she believes that four Records Clerks would be sufficient to handle the work load under the current arrangements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the authorized staff of the Police Department is hereby amended by reducing the Records Clerks positions from five (5) to four (4) and adding one Evidence Technician position.

PASSED AND APPROVED this 10th day of March, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2015
BUDGET OF THE CITY OF SPRINGDALE
STREET DEPARTMENT**

WHEREAS, there is a need for additional public parking in downtown Springdale, and;

WHEREAS, the Arts Center of the Ozarks has property suitable to provide convenient to downtown and is willing to partner with the City of Springdale to construct a public parking lot, and;

WHEREAS, the Street Department has unappropriated funds from 2014 to cover the City's portion of this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2015 budget of the City of Springdale Street 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>
Street	20102064316052	General Construction	15,000	200,000		215,000

PASSED AND APPROVED this 10th day of March, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney