

CITY OF SPRINGDALE
Committee Agendas
Monday, January 18th, 2016
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Street & CIP/ Police & Fire Committee by Chairmen Rick Evans and Rick Culver:

1. **A Resolution:** authorizing funds from the Capital Improvement Funds for the Springdale Municipal Airport, presented by: Wyman Morgan, Director of Administration & Finance. (2)
2. **Discussion:** Irrigation System on Don Tyson Parkway, presented by: Sam Goade, Director of Public Works. (3-4)
3. **A Discussion:** A discussion of a settlement of a condemnation case (Don Tyson Parkway, 40th to Carley), presented by: Ernest Cate, City Attorney.(5-6)
4. **An Ordinance:** to waive competitive bidding for the purchase of self-contained breathing apparatus equipment for the Fire Department, presented by Mike Irwin, Fire Chief. (7-10)

Finance Committee by Chairman Eric Ford:

5. **An Ordinance:** amending the 2016 budget of the City of Springdale Fire Department, presented by Mike Irwin, Fire Chief. (11-14)

Ordinance Committee by Chairman Mike Overton:

6. **An Ordinance:** amending section 112-11 of the Code of Ordinances of the City of Springdale, pertaining to variances and waivers, presented by: Ernest Cate, City Attorney. (15-17)
7. **An Ordinance:** An ordinance amending Section 56-38(b) of the Code of Ordinances of the City of Springdale, Arkansas, and for other purposes (specify those materials which may and may not be used when screening incompatible uses), presented by: Ernest Cate, City Attorney (18-19)
8. **An Ordinance:** amending Article 6, Section 3.3 and Section 3.10 of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes (to clarify the types of materials which may and may not be used when screening a commercial business), presented by: Ernest Cate, City Attorney.(20-22)

Committee of the Whole:

9. **An Ordinance:** authorizing the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance to promote, preserve, and enhance downtown Springdale, and to facilitate the implementation of the Downtown Master Plan; to waive competitive bidding; and for other purposes, presented by: Ernest Cate, City Attorney. (23-29)
10. **An Ordinance:** authorizing the Mayor and City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes, presented by: Ernest Cate, City Attorney (30-36)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING FUNDS FROM THE
CAPITAL IMPROVEMENT PROJECT FUND FOR THE
SPRINGDALE MUNICIPAL AIRPORT**

WHEREAS, the Springdale Airport Commission has requested funding to replace one pickup and a snow plow, and

WHEREAS, the Airport Commission estimates the total cost of the needed equipment to be \$30,375;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of a maximum of \$30,375 of funds from the Capital Improvement Projects Fund is hereby approved for the purchase of a pickup and snowplow for the Springdale Municipal Airport.

PASSED AND APPROVED this 26th day of January, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Public Works Department

Streets and Public Facilities

MEMORANDUM

Date: January 6, 2016
To: Mayor Doug Sprouse
From: Sam Goade *SG*
RE: Irrigations System for Median Trees on Don Tyson Parkway
CC: Brad Baldwin

Brad and I have been investigating the possibility of installing an irrigation system for the trees planted in the landscape medians of Don Tyson Parkway. The attached cost estimate for such an irrigation system is attached and compares the investment of an irrigation system to our current hand watering program.

With your permission I would like to place this proposal on the next available Street and CIP Committee agenda as a discussion item.

Proposed Irrigation System for Median Trees on Don Tyson Parkway

Number of Trees on DTP	Water Meters Required	Unit Cost per Water Meter & Tap	Total Cost for Water Meters & Taps	Backflow Preventers Required	Cost Per Back Flow Preventer	Total Cost for Backflow Preventers	Cost of Irrigation System Installation	Total System Cost	Cost per Tree
255	14	\$ 1,000.00	\$ 14,000.00	14	\$ 1,385.00	\$ 19,390.00	\$ 35,700.00	\$ 69,090.00	\$ 270.94

Add the cost of annual backflow preventer inspection and certification @ \$150 each or \$2,100 annually

Existing Annual Cost to Hand Water Trees on Don Tyson Parkway

Number of Personnel Required	Cost per Hour per Employee	Hours per Week to Water Trees	Average Number of Weeks per Year to Water Trees	Total Labor Cost to Hand Water Trees	Annual Cost per Tree	Investment over a 10 Year Period*	Cost Per Tree Over 10 Year Period
2	\$ 11.70	24	16	\$ 8,985.60	\$ 35.24	\$ 89,856.00	\$ 352.38

*Assumes no cost increase for labor and no equipment depreciation

At an annual cost increase for labor at 2.0% the investment over a 10 year period is \$100,357 or \$393 per tree.

Note: Sugar Maple Trees Planted in a Street Median Should be Watered Over the Life of the Tree



LISLE | RUTLEDGE
ATTORNEYS

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Donnie Rutledge
Stephen Lisle

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James K. Hatcher
Gino Franco
Mona J. Teague
Jason Boyeskie
Meghan M. Gallo

January 12, 2016

via email

Ernest Cate
Sarah Sparkman

Re: *City of Springdale v. Ken Nguyen, et al.*
Washington County Circuit CV-2014-2024-5

Dear Ernest and Sarah:

Please accept this letter as our good-faith attempt to settle this case as we were requested to do by Judge Bryan. Judge Bryan asked us to attempt settlement because this case was set a few days after the trial in the *City of Springdale v. Dickard* case. The close proximity of the trial settings created difficulties for the Court staff in calling in jurors for back-to-back trials, the potential jurors, many of whom would have been called away from their jobs for both trials, as well as our witnesses, and office staffs. For these reasons, the Judge continued the case, but directed that we discuss settlement in the interim.

The City has offered **\$8,400** in this case. We have an appraisal of just compensation owed of **\$72,100**. We initially requested **\$44,000** to settle this case. Based on the comments of the Council in reviewing that offer, we revised our request substantially and agreed to accept **\$21,200**.

When we last attempted settlement in this case, some of the Council members assumed that a jury was likely to award something between what the City had offered -- \$8,400 and our settlement offer \$21,200. My experience with juries in condemnation cases does not support that assumption. Our recent trial is illustrative on this point. In the *Dickard* case, the City offered compensation of **\$29,550** based on its appraisal. We asked the jury to return a verdict of \$179,000 based on the landowners' appraisal. The jury returned a verdict in the full amount that we requested -- \$179,000. As required by law, the Court then added \$13,487.35 in prejudgment interest, and the total payment by the city was **\$192,487.35**. In the end, the award was considerably higher than our appraisal due to the prejudgment interest. Of course, to determine the total cost you would have to add the City's expert witness fees and costs of litigation.

If the jury in Nguyen were to award compensation in the same manner as in *Dickard*, the total payment by the City, not including expert witness fees and costs, would be about **\$76,500**.

As I have relayed many times, my client is a resident and business owner in Springdale. He is not motivated to try and maximize the payout of this case to get every possible dollar from the City. He simply requests a fair payment based on a reasonable compromise. In keeping with that intent, he remains willing to settle this case for **\$21,200** and even waive his claim for prejudgment interest. This would require a payment of the City of **\$12,800**.

Sincerely,
LISLE RUTLEDGE. P.A.

Steve Lisle
Attorney at Law

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF SELF
CONTAINED BREATHING APPARATUS EQUIPMENT
FOR THE FIRE DEPARTMENT**

WHEREAS, the Fire Department is in need of replacing the Self Contained Breathing Apparatus equipment, and

WHEREAS, there is a need to purchase Scott units for compatibility with bottles currently in use, 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 equipment compatibility need competitive bidding is not feasible and is hereby waived for the purchase with \$321,312.96 of funds from the 2012 Fire Department Bond Construction Fund and the balance of \$178,620.00 from the Capital Improvement Fund of Scott Self Contained Breathing Apparatus equipment with a total not to exceed \$500,000.

Section 2. Emergency Clause. Due to the need to replace the present equipment as soon as possible it is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 26th day of January, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

January 4, 2016

To: Mayor Doug Sprouse
CC: Wyman Morgan, Director Admin/ Finance,
From: Mike Irwin
Subject: CIP request

Mayor Sprouse;

Please find below the request for CIP funding for 2016 projects requested by the Springdale Fire Department. These are two items that we had discussions on during the 2016 budget hearings but no action was taken formally by the committee's or council.

The Springdale Fire Department would like to request CIP funds to purchase a wholesale change-out of our Self Contained Breathing Apparatus (SCBA's). We had applied for an Assistance to Firefighters Grant (AFG) in 2014 which we have just received word that we were not successful in the bid process. Knowing that we did not obtain the grant has left us little choice but to approach you with our request.

The reason behind the request is that all of our SCBA's that are being utilized by the department are now between 10 and 12 years old. We have essentially exceeded the life expectancy of these units. We are beginning to see more and more issues with maintenance, and we were told in early 2015 that the company who manufactures the units (Scott) will no longer manufacture any more parts for repairs and will only have parts available for the units that have already been manufactured. We have already experienced some difficulty in obtaining some parts already, and have purchased a few extra when we find them in order to extend the life a little longer. We must also point out that our current packs that we utilize no longer meet the NFPA standards for self-contained breathing apparatus (NFPA 1981-2013ed.).



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

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Springdale Fire Department

We simply cannot continue knowing that we are on the verge of not being able to fix or repair our units which will require us to have less units than we need which will directly affect our ability to achieve our mission statement. It not only will put our citizens at an increased risk, but our firefighters as well. We will also see the amount of damage increase as we will have to rely on exterior mitigations on the calls that have that IDLH environment.

The reason for the wholesale change-out is that these units are the very life of our firefighters in an Immediately Dangerous to Life and Health (IDLH) environment.

Any deviations between units with our personnel assigned to different areas at different times raises the possibility of a mistake which in this instance could be life threatening.

Very few pieces of equipment that the fire department utilizes has to have wholesale change-outs, but SCBA's as well as radios are two components we just simply cannot assume the risk by phasing in different pieces of equipment. Therefore, we are asking to utilize the monies from CIP to allow us to purchase the new SCBA's.

The total cost of the entire project will be approximately \$499,931.25 which will include 70 complete units.

We would also request that an ordinance be passed to waive competitive bidding so that we can purchase Scott units which will interchange with some of our current bottles. This will also allow us to add additional spare bottles to our engines and apparatus at no additional cost.

Your consideration into this request is greatly appreciated. If anyone should have any additional questions, I will be happy to answer them. Again, thank you for your time and consideration.

The second request is that we would like to request to add three personnel to our roster to aid with our eventual need to staff the 5th ambulance for the city of Springdale. The addition of an ambulance would require the addition of a minimum of 6 personnel.



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Springdale Fire Department

We would like to phase in the personnel over a two year period for several reasons.

Everyone understands our decision to eliminate responding outside our city on routine EMS calls. We made this determination on several historical status points. The first is our increasing call volume for the SFD. We have seen an increase in call volume of 31.4% in the past 5 years. We have seen that increase occur within the city limits more than in the rural areas. We chose to cut back response area in order to avoid staffing a 5th ambulance in 2016 which would have required the addition of 6 personnel. While this will give us some temporary relief of a call volume growth, it will be only temporary, and based on historical data; we will need that 5th ambulance staffed in 2017. We would like to phase in the staffing to #1 save on some costs up front, but to also allow our department to absorb the new personnel at a rate that allows maximal potential of our personnel. It will allow us time to get 3 personnel trained and up to speed, before hiring the additional 3 needed to staff the unit. It will also give us the ability to add to the paramedic training list so that we can establish the appropriate number of paramedics needed to staff the fifth ambulance.

The approximate cost to add the 3 personnel would be:

Add 3 Personnel: \$210,000. This would include salaries and all benefits.

Your consideration into this request is greatly appreciated. Thank you for your time and consideration into our request.

Again, we all realize the impact this has on the city budget, but we feel that these are critical additions that we have to bring forward for the council to consider.



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RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2016
BUDGET OF THE CITY OF SPRINGDALE FIRE
DEPARTMENT**

WHEREAS, the Fire Department's call volume indicates that an additional ambulance will be needed in 2017 to maintain the current level of service, and

WHEREAS, the Fire Chief would like to phase in the additional staff of six that will be needed for the additional ambulance by hiring three in 2016;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the authorized staff of the Fire Department is hereby increased by three firefighters effective March 16, 2016 and the 2016 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</u>			<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
Fire	10106014223001	Regular Salaries	6,163,540	77,980		6,241,520
Fire	10106014223502	Insurance	935,550	18,170		953,720
Fire	10106014223503	Pensions	1,507,600	18,420		1,526,020
Fire	10106014223501	FICA	114,370	1,300		115,670
Fire	10106014223504	W/C	192,690	2,380		195,070
Fire	10106014223008	Holiday Pay	192,300	220		192,520

PASSED AND APPROVED this 26th day of January, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

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January 4, 2016

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 112-11 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; AND FOR OTHER PURPOSES**

WHEREAS, Chapter 112 of the Code of Ordinances of the City of Springdale, Arkansas, contains the procedures for the subdivision of land in the City of Springdale;

WHEREAS, Section 112-11 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to variances and waivers from the requirements of Chapter 112;

WHEREAS, Section 112-11 needs to be amended to streamline the waiver process when a payment in lieu of improvements or a bill of assurance is utilized;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Section 112-11 of the Code of Ordinances of the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on March 1, 2016, after notice was given of said hearing as required by law.

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

Section 1: Section 112-11 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 112-11. - Variances and waivers.

The planning commission may approve subdivision and large-scale development variances and, thereby, authorize a property owner to depart from the literal requirements of this chapter, or any other requirements of this Code applicable to subdivisions or large-scale developments, in utilization of his or her property, in cases where undue hardship results from literal enforcement. In situations where a variance is inappropriate, a property owner or his agent may petition the planning commission for a waiver of any provision of this chapter, in whole or in part, upon a sufficient showing of grounds therefor.

- (1) *Variances.* In instances where strict enforcement of said requirements would cause undue hardship due to circumstances unique to the individual property under consideration, and the granting of such variance is demonstrated to be within the spirit and intent of the provisions of this chapter, the planning commission may grant requests for variances of any requirements of this chapter, the zoning ordinance, or any other requirements of this Code applicable to subdivisions or large-scale developments, governing subdivisions and large-scale developments according to the following guidelines:
 - a. The planning commission may modify such requirements to the extent deemed just and proper so as to relieve such difficulty or hardship, provided that such relief may be granted without detriment to the public interest.
 - b. When the applicant can show that his or her property was acquired in good faith and where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property, or where

by reason of exceptional topographic conditions or other extraordinary situation or condition of the piece of property, the strict application of such provisions would prohibit or unreasonably restrict the use of the property, and the planning commission is satisfied that the granting of a variance would alleviate a demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant, such variance may be granted; provided that all variances shall be in harmony with the intended purpose of this chapter.

- (2) *Waivers.* A waiver from any of said requirements may be granted by the planning commission when:
- a. A bill of assurance is given as set forth in Section 112-11(4) herein;
 - b. A payment in lieu of improvements is made pursuant to Section 112-6(b);
 - c. the conditions governing variances set forth in (1)b. above are met, subject to ~~the provisions related to~~ city council approval on street improvements, drainage, curbs, gutters and sidewalks, as hereinafter set out; ~~When~~
 - d. the planning commission determines that certain improvements or requirements are not necessary for the public interest or are inappropriate because connecting facilities on nearby or adjacent property are inadequate or lacking;.

‡The planning commission may waive such improvements or requirements when to do so would be consistent with the spirit, intent and purpose of this chapter. Provided, however, that any waivers pertaining to street improvements, drainage relating thereto, curbs, gutters, or sidewalks shall be first heard by the planning commission and a recommendation made to the city council, but only the city council may grant a waiver for street improvements, drainage relating thereto, curbs, gutters, or sidewalks. However, no city council approval is required if a bill of assurance or payment in lieu of improvements is given and approved by the planning commission.

- (3) *Waivers of off-site improvements.* A showing of one or more of the following shall be sufficient grounds for a property owner to be granted a waiver of an off-site improvement requirement:
- a. The city or county has no plans, and anticipates no plans in the foreseeable future, for upgrading the substandard street or road on which improvements are proposed to be required by the developer.
 - b. The proposed development has primary access to improved streets and roads, and the portion of the development which fronts on a substandard street or road is so small or remote from anticipated future traffic patterns as to cause an unfair imposition on the developer.
 - c. The property owner or his agent proposes alternative improvements which will protect the health, safety and welfare of persons in the proposed development and the surrounding area and will equally benefit said persons.
 - d. The property owner or his agent does not propose access to the proposed development from an existing substandard street or road and proposes to provide access by way of streets or roads improved to current city or county standards.

- (4) *Bill of assurances or performance bond.* A bill of assurances to the city may be required from the property owner prior to any variance or waiver being granted, which shall run with the land and shall set a fixed period of time in which the varied or waived requirement must be provided by the property owner. In the alternative, the city may require the posting of a performance bond as set forth hereinabove in section 112-56(1) for the completion of such requirements in a time period to be fixed by the planning commission or the city council.
- (5) *Appeal from decision.* Any party aggrieved by the decision of the planning commission in granting or denying a variance or waiver may appeal the decision to the city council within 30 days of the planning commission's decision by giving notice thereof to the city clerk.

Section 2: All other provisions of Chapter 112 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 56-38(b)
OF THE CODE OF ORDINANCES OF THE CITY
OF SPRINGDALE, ARKANSAS, AND FOR OTHER
PURPOSES.**

WHEREAS, Chapter 56 of the Code of Ordinances of the City of Springdale, Arkansas, contain the regulations regarding landscaping and buffers;

WHEREAS, Section 56-38 contains the regulations regarding screening between incompatible uses and the types of allowable screening that may be used;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Section 56-38(b) of the Code of Ordinance of the City of Springdale, Arkansas, to specify those materials which may and may not be used when screening incompatible uses; and

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

Section 1: Section 56-38 of the Code of Ordinances of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

- (b) Description of screens. The following three basic types of screen are hereby established and are used as the basis for the table of screening requirements set forth above:
 - (1) *Opaque screen, type A.* A screen that is opaque from the ground to a height of at least ~~six~~ eight (8) feet, with intermittent visual obstructions from the opaque portion to a height of at least 20 feet. An opaque screen is intended to exclude all visual contact between uses and to create a strong impression of spatial separation. The opaque screen may be composed of a wood, masonry, or metal wall, ~~fence~~, landscaped earth berm, planted vegetation, or existing vegetation. Materials not allowed for screening walls include plywood, scrap lumber, wood pallets, chicken wire, corrugated steel, concertina wire, fabric (which includes plastic, tarps, vinyl, or other sheeting or similar material), chain link slats, or fiberglass panels. Fence posts and supports must be installed on the side of the screening wall that faces the lot being screened. Concertina wire is not allowed when screening between residential uses. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field

observation of existing vegetation. The opaque portion of the screen must be opaque in all seasons of the year. At maturity, the portion of intermittent visual obstructions should not contain any completely unobstructed openings more than ten feet wide. The portion of intermittent visual obstructions may contain deciduous plants.

- (2) *Semi-opaque screen, type B.* A screen that is opaque from the ground to a height of three feet, with intermittent visual obstruction from above the opaque portion to a height of at least 20 feet. The semi-opaque screen is intended to partially block visual contact between uses and to create a strong impression of the separation of spaces. The semi-opaque screen may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation. At maturity, the portion of intermittent visual obstructions should not contain any completely unobstructed openings more than ten feet wide. The zone of intermittent visual obstruction may contain deciduous plants.
- (3) *Broken screen, type C.* A screen composed of intermittent visual obstructions from the ground to a height of at least 20 feet. The broken screen is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the spaces. It may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. The screen may contain deciduous plants

Section 2: All other provisions of Section 56-38 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2016.

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 ARTICLE 6, SECTION 3.3 AND SECTION 3.10 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS AND FOR OTHER PURPOSES.

WHEREAS, Article 6, Section 3.3 and Section 3.10 of the Zoning Ordinance of the City of Springdale, Arkansas, each contain regulations pertaining to the screening of commercial businesses;

WHEREAS, Article 6, Section 3.3 and Section 3.10 of the Zoning Ordinance of the City of Springdale, Arkansas, need to be amended to clarify the types of materials which may and may not be used when screening a commercial business;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 6, Section 3.3 and Section 3.10 of the Zoning Ordinance of the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on March 1, 2016, after notice was given of said hearing as required by law.

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

Section 1: Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

3.3 Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales). In any zoning district where permitted, a Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales) shall be subject to:

1. The regulations set forth in subsection 3.6 of this article for drive-in facilities;
2. All of the lot used for the parking of vehicles, or for the storage and display of merchandise, shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by continued use;
3. All servicing of vehicles and assembly of equipment carried on as an incidental part of these use units shall be conducted within a completely enclosed building or in a service bay that is

located at least twenty-five (25) feet from a street right-of-way line and fifty (50) feet from any lot line of an agricultural or residential district;

4. No automobile, article, or material stored or offered for sale in connection with these use units shall be stored or displayed outside the confines of the building unless it is so screened by a permanent opaque wood, masonry, or metal screening ~~fence or~~ wall so that it cannot be seen from an adjoining lot. Materials not allowed for screening walls include plywood, scrap lumber, wood pallets, chicken wire, corrugated steel, concertina wire, fabric (which includes plastic, tarps, vinyl, or other sheeting or similar material), chain link slats, or fiberglass panels. Fence posts and supports must be installed on the side of the screening wall that faces the lot being screened. The following screening and display criteria shall apply:

- a. Except as provided in use unit 43: Automobile sale— Damaged vehicles, any automobile, truck, tractor, mobile home, boat or motorcycle sales areas are not required to screen fully assembled merchandise that is ready for sale.
 - b. No permanent open display will be permitted on sidewalks, or public right-of-way.
 - c. There shall be no open display of any kind whatsoever in the first twenty (20) feet of the required front setback.
5. All property must be designed and at all times maintained to allow emergency vehicles to respond and to navigate the property;
6. Parked vehicles must be able to egress from a parked position without impediment; and
7. Vehicles parked in designated services lanes are exempt from supplemental regulation #6 above during normal business hours.

Except for regulation #2, the provisions herein shall be applicable to all existing use unit 22 and use unit 41 uses in the City of Springdale as of the date of passage of this amendment, regardless of zoning district. The screening requirements of regulation #4 shall not apply to a business that has had a business license with the City of Springdale for at least ten (10) continuous years prior to the passage of this amendment at the same location. Provided, however, that the requirements of chapter 56 would still apply.

Section 2: Article 6, Section 3.10 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

3.10 Screening of commercial businesses. All commercial businesses must screen in conformance with the provisions of chapter 56 of this Code. If a commercial business provides outdoor storage of vehicles, materials and supplies, or equipment such areas must be screened with an eight-foot opaque wood, masonry or metal screening fence wall a minimum of eight (8) feet in height.

Materials not allowed for screening walls include plywood, scrap lumber, wood pallets, chicken wire, corrugated steel, concertina wire, fabric (which includes plastic, tarps, vinyl, or other sheeting or similar material), chain link slats, or fiberglass panels. Fence posts and supports must be installed on the side of the screening wall that faces the lot being screened.

Section 3: All other provisions of Article 6 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

WHEREAS, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$50,000.00;

WHEREAS, because the DSA is actively involved in promoting, preserving, and enhancing Downtown Springdale, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$50,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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 _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES made and entered into this _____ day of January, 2016, by and between the City of Springdale, Arkansas, hereinafter referred to as "the City" and Downtown Springdale Alliance, hereinafter referred to as "DSA"

WITNESSETH:

WHEREAS, DSA is a not-for-profit entity organized exclusively to promote, encourage, develop, engage participation in and support the beautification and preservation of the City of Springdale and surrounding areas; and

WHEREAS, a downtown area has been identified by the City consisting of approximately 675 acres from U.S. Highway 71-B on the west to Arkansas Highway 265 on the east and Huntsville Avenue on the north and Quandt Avenue/Caudle Avenue on the south (hereafter sometimes referred to as "Downtown"); and

WHEREAS, DSA has specifically designated Downtown as that part of Springdale to devote its attention to the promotion, preservation, enhancement, engagement and marketing; and

WHEREAS, DSA has not previously been engaged in a contract for the City but has provided services relevant to the support of City projects in Downtown; and

WHEREAS, the promotion of Downtown is vital to City in that a vibrant, healthy, active, commercial and inhabited Downtown is necessary for the future growth and promotion of the City; and

WHEREAS, City has undertaken to construct public facilities Downtown consisting of a portion of the Razorback Regional Greenway and Walter Turnbow Park and adopted a Downtown Master Plan in December 2015; and

WHEREAS, in order to maintain and fund such public facilities and enact the Downtown Master Plan, it is vital to have a vibrant Downtown with an infrastructure to promote the Downtown and to have a tax base both in terms of ad valorem tax and sales taxes that will not only fund and promote City, but the Downtown and general services available to the City to promote the general safety, preserve the health, promote the prosperity and improve the order, comfort and convenience of the City and its inhabitants; and

WHEREAS, private entities including Tyson Foods, Inc., are moving offices Downtown, which will require an expansion of not only infrastructure provided by the public sector, but also services provided by private investment, including but not limited to retail, entertainment, restaurants, offices, medical services, and the like to serve those persons who are, and will be, inhabiting Downtown, as well as working therein; and

WHEREAS, there are numerous vacant buildings in the Downtown which if occupied by the private sector will provide a solid tax base both in terms of ad valorem taxes and sales taxes and otherwise, such as vacancy Downtown could cause a blight upon a portion of the City thereby having a negative impact both in terms of safety and the health and welfare of its inhabitants; and

WHEREAS, City does not have the ability to provide the services to be rendered as outlined hereinbelow and has no staff nor office in the City devoted to such services; and

WHEREAS, no other entity, public or private, is providing the services to the inhabitants and citizens of the City of Springdale, Arkansas, nor to the City that are to be provided herein; and

WHEREAS, City has the inherent authority to enter into this Contract pursuant to Ark. Code Ann. §14-54-101 and §14-55-102; and

WHEREAS, services provided herein by DSA are unique and the City finds it impractical and unfeasible to obtain the services provided herein through a formal competitive bidding and has, by appropriate action of its City Council, waived such requirement of bidding; and

WHEREAS, pursuant to Arkansas law, it is required that a formal contract be developed between the City and DSA to establish that the City is not merely making a contribution to DSA, but that the City will and shall receive unique benefits from this contractual agreement;

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual agreements contained herein, by and between the parties as follows:

1. **CONSIDERATION:** The City shall pay and DSA agrees to accept a sum in the amount of \$50,000.00 as consideration for the services to be rendered as set forth in this Contract, to be payable in quarterly payments of \$12,500.00 beginning on the date of this agreement with adjustment to January 1, 2016.
2. **TERM:** The term of this Contract shall be from January 1, 2016, to December 31, 2016.
3. **SERVICES TO BE PROVIDED:** In consideration of the funds paid by the City, DSA will provide the following:
 - a. A full-time Executive Director and a full-time Program Director shall be employed by DSA whose duties shall include the direction and performance of the services to be provided herein. The Executive Director will work at the direction of the City as it relates to City projects coordinated through DSA. City acknowledges that DSA shall have other duties aside from providing the services to be rendered herein.

- b. **Public Events:**
 - i. Create and manage a Downtown public events calendar
 - ii. Assist with development of rules and regulations for Downtown public space usage
 - iii. Advise on public space needs for Downtown events
 - iv. Create and staff a Public Events Committee

- c. **Downtown Master Plan**
 - i. Liaison with contractors, City, and local stakeholders in the development of new codes and ordinances for Downtown
 - ii. Organize public meetings and outreach related to the Downtown Master Plan
 - iii. Identify physical boundaries and create a master plan for an Arts District Downtown

- d. **Beautification**
 - i. Assist City in developing a plan for expanded trash services Downtown
 - ii. Develop a plan for cleaning and maintenance of public and private spaces
 - iii. Engage volunteer organizations for "Clean-N-Green" beautification efforts

- e. **Economic Services**
 - i. Engage in business recruitment, retention and expansion in Downtown, focusing primarily on retail, restaurant and entertainment needs
 - ii. Provide outreach and support services to businesses Downtown that are impacted by infrastructure improvement efforts

- f. In conjunction with stakeholders, develop a brand for Downtown.

The City acknowledges, understands and agrees that because this is the first year DSA has had paid staff, some of the services rendered hereunder may be in the planning stage during the term of this Contract and will not come to fruition until after the term of this Contract ends.

4. **REPORTING:** DSA shall submit, not less than bi-annually, reports to the City identifying and accounting for the time and effort spent by DSA in providing the services to be rendered herein, identifying any out of pocket expenses related to such services rendered, and reporting the results of the efforts of DSA in fulfilling this Contract.

5. **STATUS OF DSA:** The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by the City. The City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that the City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture or investor in DSA.

6. **NON-ASSIGNMENT:** DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of the City.

7. **COMPLIANCE WITH LAW:** DSA agrees that in the performance of this Contract, it shall comply with all local, state and federal laws and regulations, including but not limited to bans on discrimination on the basis of race, sex, color, national origin, gender or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are likely subjected to the Freedom of Information Act ("FOIA"), and accordingly, it will comply with the FOIA as it relates to any request for information pertaining to the use of such funds.

8. **DISCLAIMER:** The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.

9. **NON-APPROPRIATION:** DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If the City does not appropriate monies for this Contract, there shall be no penalty assessed against the City and this Contract shall be null, void and of no effect.

10. **COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

11. **SEVERABILITY:** If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby, the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.

12. **AUTHORITY:** The parties hereto agree that by the execution of this Contract, the persons signing this Contract hereinbelow have been authorized by the respective bodies to lawfully enter into this Contract and bind each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

City of Springdale, Arkansas

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk

Downtown Springdale Alliance

By: _____
Misty Murphy, Executive Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$200,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$200,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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 _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of Springdale, Arkansas, hereinafter referred to as "the City", and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "the Chamber";

WITNESSETH:

WHEREAS, the City and the Chamber are desirous of fostering community growth, economic growth, and prosperity within the City of Springdale, Arkansas; and

WHEREAS, the City and the Chamber are desirous of entering into an agreement for the purpose of accomplishing the above stated goal;

WHEREAS, the aforementioned parties are desirous that a partnership be formed by and between themselves as a demonstration of their common interest for economic development; and

WHEREAS, the aforementioned parties are desirous that a partnership agreement be signed by and between themselves as a positive step in building local public-private sector joint-community effort for the growth and prosperity of the City.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. The Chamber shall coordinate the City's economic development marketing efforts, and the Chamber further agrees that it shall serve as the economic development marketing arm of the City.

2. The Chamber recognizes the need for cooperative relations with the City, its departments and divisions, and others interested in economic development. Therefore, the Chamber shall designate a responsible party to be recognized as the primary contact for this public-private sector economic development partnership and shall work in cooperation with the representatives of the City, its departments and divisions and the Chamber to accomplish the overall economic development program contemplated by this Agreement.

3. The Chamber agrees that it shall:

a. Provide a full-time, professionally qualified senior manager and such staff as required to carry on the functions described in this Agreement. The senior manager and staff will work as needed for specific City economic development projects. The parties agree and acknowledge that the financial incentive offered to the Chamber by the City under this Agreement allows for the funding and maintenance of the above position(s) and support staff, and shall constitute adequate consideration for the professional services contemplated under the terms of this Agreement.

- b. Give such technical advice as may be necessary to effectuate the purposes of this Agreement, and shall advise and counsel the City on areas of potential markets and marketing strategy for industrial and economic development within the City.
- c. Devote substantial time, interests and energies to the performance of the duties undertaken by it pursuant to this Agreement, and to faithfully, diligently and according to its best abilities in all respects, use its utmost endeavors to promote the interests of the City.
- d. Negotiate with business and industrial entities for expansion or retention of factories, industries, retail, commercial, or small businesses and to give other favorable grants and privileges for the purpose of expanding or retaining industries in the City as authorized by the City under this agreement by and through the City's authority under Ark. Code Ann. §14-43-602 and §14-54-107.
- e. Engage such other professionals and agreements for such other services as the Chamber in its discretion shall deem desirable to effectuate the City's economic development program upon approval from the City.
- f. The Chamber agrees to work cooperatively with area cities, counties and the region to promote Northwest Arkansas in economic development efforts that will benefit the City.
- g. Seek, discover and endeavor to attract new and expanding industry, commercial, retail, and small business within the City to create jobs and investment for the benefit of the residents of the City.
- h. Work with existing companies for problem solving, counseling and other services directly related to the expansion or retention of existing industry jobs for the benefit of the City.
- i. Serve as the first point of contact for economic development services.
- j. Work with the Arkansas Economic Development Commission (AEDC) on behalf of the City and provide updates and information from the AEDC on economic development leads and opportunities as well as available grants, loans, funds, tax credits and other incentives from the AEDC.
- k. Identify incentive and rebate opportunities available from the AEDC or other sources, and assist business participation in the AEDC's sales and use tax refund program, leading to the City passing a resolution endorsing such refund.
- l. The Chamber and the City intend for, and estimate that, the amount of the annual contract is approximately equal to the cost of the services provided to or for the benefit of the City by the Chamber. In the event that either the Chamber or the City gives a notice of termination of this agreement pursuant to Section 8 below,

the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by the Chamber to equalize such cost and benefit.

- m. All funds provided to the Chamber by the City will be kept separate from all private Chamber contributions, earnings and donations.
 - n. Represent the City as the initial contact for manufacturing, retail, and service industry prospects, bring economic development financial proposals to the City for consideration.
4. Both parties expressly agree:
- a. The Chamber will submit no less than quarterly reports to the Springdale City Council that accurately reflect all performance under this Agreement. The Chamber shall also provide a monthly statement to the City detailing fund balances and expenditures made pursuant to this Agreement. Failure to submit reports as provided for herein may result in termination of this Agreement pursuant to Section 8 below.
 - b. This Agreement does not evidence a partnership or joint venture between the Chamber and the City. The Chamber is a professional services provider to the City in connection with this Agreement. The City has no financial interest in the Chamber. This contract shall not vest the officers, directors and employees of the Chamber with any authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Chamber shall bear its own costs and expenses in pursuit thereof.
 - c. The Chamber shall not discriminate against any employee or person served under this Agreement in accordance with state and federal law.
 - d. The Chamber represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitations placed upon the Chamber as a result of the source of funds received by the Chamber under this Agreement.
5. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Washington County, Arkansas.
6. The parties hereto acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA") Ark. Code Ann. § 25-19-101, *et seq.*

7. The City represents and warrants to the Chamber that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. The Chamber represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for the Chamber has been duly authorized. This agreement shall not be effective until approved by official public action of the Springdale City Council.

8. This Agreement may be terminated immediately:

- a. without cause by either party upon sixty (60) days' written notice;
- b. if the payment is no longer authorized by the City, in which case there shall be no penalty assessed against the city;
- c. by the written mutual agreement of the parties;
- d. in the case of a material breach of the Agreement, immediately upon election of the non-breaching party by mailing to the breaching party by U.S. First Class Mail notice of the termination and citing the provision of the Agreement the breaching party breached.
- e. The payment described in Section 20 shall be prorated based upon the date of termination. Any funds previously paid or not yet paid will be refunded or paid out at a prorated rate of Twelve Thousand Five Hundred Dollars (\$12,500.00) per calendar month for work performed by the Chamber.

9. Without the City's prior written consent, the Chamber's duties under this agreement are not assignable by the Chamber, either in whole or in part.

10. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

11. Entry into this agreement is for economic development purposes only and in no way suggests that the City endorses or agrees with any position taken by the Chamber.

12. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with the Chamber shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the City for goods delivered or services rendered to the Chamber.

13. Time is of the essence in regard to the terms and conditions of this Agreement.

14. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

15. Any changes, modifications, or amendments to this Agreement, except for changes in price duly authorized by the City Council in its annual budget process, shall not be allowed without a prior formal contractual amendment approved by the City Council in advance of the change in scope, cost, or fees. No modification of this Agreement shall be binding unless

made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

16. Any notice required to be given under this Agreement by either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), email, or overnight courier.

17. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

18. It is further agreed by and between the parties that because of the time involved in the detailed planning by all parties to this Agreement for the implementation of this partnership agreement, said Agreement shall be in full force and effect for a period of two (2) years beginning January 1, 2016, and ending December 31st, 2017, at midnight. This Agreement shall supersede any prior agreements between the parties.

19. It is further agreed by and between the parties that the person serving in the position of Mayor for the City of Springdale shall be and hereby is appointed to serve as an appointed ex-officio member of the Chamber Board of Directors.

20. For the services to be provided by the Chamber under the terms of this Agreement, the City shall pay to the Chamber the sum of Two Hundred Thousand Dollars (\$200,000.00) payable in Quarterly Payments of \$50,000.00 beginning on the date of this agreement with adjustment to January 1, 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2016.

City of Springdale, Arkansas

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk

Springdale Chamber of Commerce

By: _____
Perry Webb, President/CEO

