

CITY OF SPRINGDALE
Committee Agendas
Monday, November 16th, 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 purposes (pertaining to driveways and the storage of motor vehicles). Presented by: "The Residential Paving Committee." Previously tabled from 11/02/2015 (2-13)

Finance Committee by Chairman Eric Ford:

2. **An Ordinance:** to waive competitive bidding for an Administrative Service Agreement, presented by: Wyman Morgan, Director of Finance & Administration. (14-17)
3. **2016 Budget Hearing**
4. **A Resolution** authorizing the execution of a Professional Services Agreement, presented by: Wyman Morgan, Director of Finance & Administration. (18-29)
5. **A Resolution** approving the City of Springdale, Arkansas budget for the year 2016, presented by: Wyman Morgan, Director of Finance & Administration. (30)
6. **An Ordinance** setting the salaries of the elected officials and planning commission members of Springdale, Arkansas and repealing Ordinance Number 4864, presented by: Wyman Morgan, Director of Administration & Finance, (31)

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, Chapter 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, provide for the parking and storing of motor vehicles on residentially zoned property in the City of Springdale;

WHEREAS, Chapter 114-56 needs to be revised to clarify how and where motor vehicles may be parked on residential property in the City of Springdale;

WHEREAS, Chapter 114-57 needs to be revised to clarify the definition of a paved surface;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Sections 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to clarify these parking and paving requirements.

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

Section 1: Section 114-56 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-56. – Parking restrictions in residential zoned districts.

- (a) *Commercial vehicle.* No commercial vehicle (as defined in section 114-57) shall be parked or stored in any residentially zoned district of the city, or in any platted subdivision zoned agricultural on lots less than one acre in size, as shown on the official zoning map, and shall not be parked or stored in the street right-of-way.
- (b) *Parking any motor vehicle on unpaved area prohibited.* Subject to section 114-58, no parking, displaying, or storing of any motor vehicle shall be permitted on any grass surface, gravel surface, or other unpaved area in any residential zone, or in any platted subdivision zoned agricultural on lots less than one (1) acre in size, except that:
1. ~~One designated~~ parking space may be located on the grass in a required front set back adjacent to and parallel to the current driveway located on the property. The size of such ~~designated~~ parking space shall not exceed 9' × 19'. Access to such ~~designated~~ parking space shall be by way of the property's driveway, not by driving over the curb, and shall be located on the opposite side of the driveway from the primary entrance to the residential structure, If the ~~designated~~ parking space is not maintained with adequate grasses ~~or other plants and/or landscaping materials~~ to keep the area from becoming rutted, muddy and/or soil from being blown or washed away ~~and is identified as a violation of this provision~~, such ~~designated~~ parking area shall be paved by the property owner by obtaining an Expanded Parking Permit in accordance with chapter 130, article 7;
 2. An Expanded Parking Permit may be obtained to expand an existing driveway. The expansion must be in a required front set back adjacent to and parallel to the current driveway located on the property, where geographic conditions are favorable. The expansion shall be located on the opposite side of the driveway from the primary entrance to the residential structure, unless not

feasible due to a natural obstruction or due to location of the property line, and shall be constructed in accordance with the City of Springdale "Residential Driveway Detail". Provided, however, that the maximum allowed paved surface area shall not exceed forty percent (40%) of the total area of the front yard. The Expanded Parking Permit shall be obtained from the Springdale Public Works Department by the owner of the property on which the expanded parking is sought, and shall include inspections of the driveway expansion area by the Springdale Public Works Department before and after installation of the expanded parking area. The Expanded Parking Permit shall cost \$10 upon application of the permit in conjunction with a curb cut permit which is also obtained at the Springdale Public Works Department. No curb cut will be required for driveways which are _____ feet or longer. All expanded parking areas shall be concrete, unless the existing driveway is asphalt, in which case the expanded parking area shall consist of asphalt.

- (c) *Storage or parking of motor vehicles.* The storage or parking of motor vehicles in any side yard or rear/back yard of property in any residential zone, or in any platted subdivision zoned agricultural on lots less than one (1) acre in size, shall be limited to areas paved in conformance with chapter 130, article 7, section 4 prohibited, unless the property has a detached garage located in the side or rear yard used for the parking of a motor vehicle.
- (d) *Unpaved driveways.* Properties on which an unpaved driveway existed as of the date of the passage of this section would not be required to pave, but would be subject to all other restrictions contained herein. Provided, however, any such driveways would be required to be paved if the use and maintenance of such driveway and parking area lapses for a period of one year or if the use served by such driveway is expanded.
- (e) *Variances.* In instances where strict enforcement of the requirements of subsections (b), (c), and (d) 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 the requirements of subsections (b) and (c) according to the following guidelines:
- (1) 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.
 - (2) When the applicant can show the 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 clear 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.
 - (3) Bill of assurances or performance bond. A bill of assurance to the city may be required from the property owner prior to any variance being granted, which shall run with the land and shall set a fixed period of time in which the varied requirement must be provided by the property owner.

- (4) Any party aggrieved by the decision of the planning commission in granting or denying a variance 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.
- (f) *Exception.* The prohibitions set out herein do not apply to the following:
 - (1) Commercial vehicles or construction equipment during the actual performance of a temporary service on the property where it is parked.
 - (2) A vehicle making a bona fide pickup or delivery of property or merchandise.
 - (3) Emergency vehicles.

Section 2: Section 114-57 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-57. – Parking and storage of certain vehicles.

- (a) In residentially zoned areas of the city, as shown on the official zoning map, it shall be unlawful to park or leave a boat, recreational vehicle, utility trailer, or trailer or any kind, on any residential lot, except as specifically provided below:
 - (1) A recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer may be parked or left in the rear yard, not closer than eight feet to the rear lot line or in a side yard not projecting beyond the front roof line.
 - (2) No recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer may be parked in the front yard between the paved edge of any street and a dwelling or garage (whichever is closer to the paved edge of the street), unless it is parked or left on a garage driveway or other paved surface area which is immediately adjacent to and an expansion of the garage driveway. Further, no recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer shall be parked closer than ten feet to the paved edge of any street.
 - (3) The total number of recreational vehicles, all-terrain vehicles, boats, trailers, or utility trailers (other than passenger vehicles) which may be parked, as permitted in subsection (1) or (2) above, shall be limited to two, not including those kept in a garage. Further, only one recreational vehicle, boat, trailer, or utility trailer may be parked or stored between the paved edge of any street and a dwelling or garage (whichever is closer to the paved edge of the street).
 - (4) A recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer shall not be parked or stored where such parking or storage shall constitute a clear and demonstrable vehicular traffic hazard, or be a threat to public health or safety.
 - (5) It shall be unlawful to park a recreational vehicle, all-terrain vehicle, boat, utility trailer, or trailer of any kind, upon a public street, except when it is actually being loaded, readied for use, or unloaded, but in no event longer than 24 hours.
 - (6) It shall be unlawful to use a recreational vehicle or trailer, which otherwise complies with the provisions above, for temporary on premises dwelling purposes for more than seven days total in any continuous 12-month period.
 - (7) The parking of a recreational vehicle, boat, trailer, or utility trailer as described in subsection (2) above shall effect a violation of this section if it results in the parking of other vehicles upon a public street.
 - (8) A trailer, or utility trailer shall not be used to park or store any inoperative or unlicensed vehicle, as defined in chapter 42.

- (9) A trailer, or utility trailer shall not be used to park or store any unsightly or unsanitary condition, as defined in chapter 42.
 - (10) A trailer, or utility trailer shall not be used to park or store any materials, supplies, equipment, or property used in connection with the conducting of a business not located on the property.
- (b) For purposes of sections 114-56, 114-57, and 114-58 the following definitions shall apply:

All-terrain vehicle shall mean every three-wheeled, four-wheeled, or six-wheeled vehicle 75 inches or less in width, equipped with low pressure tires designed primarily for off-road recreational use, and having an engine displacement of no more than 1,000 cubic centimeters. The term "all-terrain vehicle" shall not include any golf cart, riding lawnmower, or lawn or garden tractor.

Boat shall mean all types of watercraft, whether registered, unregistered, licensed or unlicensed. The term boat shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed or unlicensed.

Commercial vehicle means a vehicle that has any of the following characteristics: (1) has a gross vehicle weight, gross vehicle weight rating, gross combination weight, or gross combination weight rating of 20,001 pounds or more or (2) backhoes, bulldozers or other wheeled or tracked vehicles used in construction or (3) regardless of weight, is used in the transportation of waste or hazardous or noxious materials such as but not limited to a garbage truck, pump-out truck, chemical truck, gasoline truck or fuel oil truck, or (4) a "box truck", which includes any truck with a cuboid-shaped fully enclosed cargo area. However, commercial vehicle does not include a recreational vehicle as defined herein.

Front yard area shall mean the area between the plane of the front elevation of the main portion of a dwelling unit extending to the side property lines and the front property line abutting the street, including the driveway.

Motor vehicle means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways, but does not include recreational vehicles as defined herein.

Park, when prohibited, means the standing of a vehicle whether occupied or not, otherwise than temporarily for the purpose of or actually engaged in loading or unloading.

Paved shall mean a surface paved or covered with a constructed surface of concrete in accordance with the standards contained in the City of Springdale "Residential Driveway Detail" and "Curb and Gutter" standards, ~~asphalt, or similar materials, but excluding debris, to establish a permanent surface for the parking storage, or placement of any boat, recreational vehicle, or utility trailer.~~

Recreational vehicle shall mean any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans or is permanently mounted on a vehicle such as a truck camper or pickup camper.

Residential lot shall mean a parcel of land located in a residentially zoned district, as established on the official zoning map, of at least sufficient size to meet minimum requirements of the district in which it is located. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (1) A single lot of record.

- (2) A portion of a lot of record.
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.
- (4) A parcel of land described by metes and bounds.

Store shall mean to place for the purpose of preserving, protecting and securing it for a period in excess of 24 hours.

Trailer shall mean, but is not limited to, any vehicle designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, popup or 5th wheel trailer, which does not have motive power of its own, but is designed to be drawn by vehicle.

Utility trailer shall mean a vehicular structure or device with or without its own motive power, licensed or unlicensed, designed and/or used for the transportation of goods or materials.

Section 3: 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 4: 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.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Name: _____ Tel.#: _____

Mailing Address: _____

Property Location (Physical Address): _____

Property Owner Name (If Different) _____

Property Owner Address _____

Contractor Name: _____ Tel. #: _____

Address: _____

- ◆ Is the driveway a modification of an existing driveway? . YES . NO
- ◆ Will the driveway serve a: Commercial . Residential (1 & 2 Family) or a . Multifamily use?
- ◆ Will the Driveway connect to an existing driveway? YES NO
- ◆ Will the paved area exceed 40% of the total area of front yard? YES NO

Show the following by drawing a sketch on the reverse side, or attaching a plan, and include written comments if necessary: The location of the driveway entrance, exit or approach; drainage structures, traffic control devices; proposed grades and any other terms and specifications.

Inspection Detail

- Completed Application for Driveway Permit Received (Sketch must be included with application)
- \$10.00 driveway permit fee paid
- Completed Curb Cut Requirements and permit signed
- \$500 deposit/bond paid
- \$10.00 curb cut permit fee paid
- Initial inspection scheduled (Driveway location must be marked before inspection)
- Driveway expansion completed to detail standards

FOR OFFICE USE ONLY

PERMIT APPLICATION IS HEREBY:

APPROVED

APPROVED WITH MODIFICATIONS

DENIED

Modifications/ Comments: _____

SIGNED:

Date:

A concrete driveway, due to its strength, longevity and cost-effectiveness, can last an average of 30 years or more without cracking or crumbling, as long the standard specifications are studied and followed during installation.

Thickness

- Common residential driveway should be at least 4 inches thick -- 5 inches thick if heavy vehicles like vans or SUVs will be parked there regularly

Other Dimensions

- A width of 8 feet for a single-car garage or 15 feet for a two-car arrangement is average..

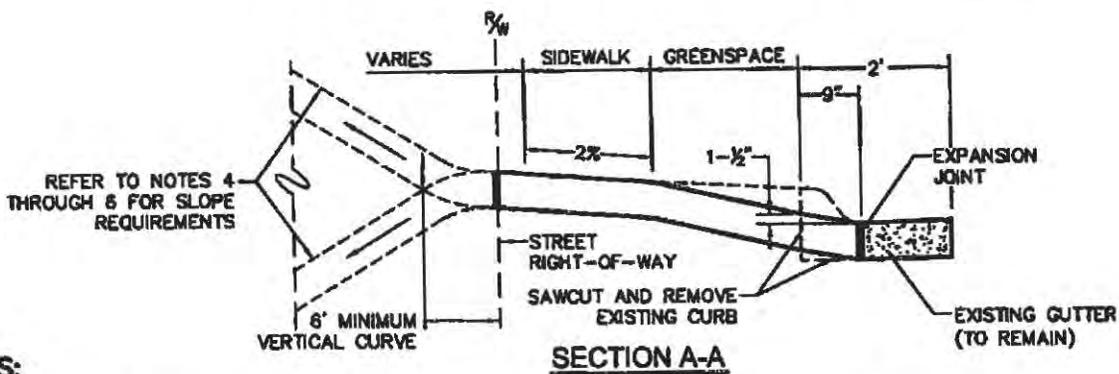
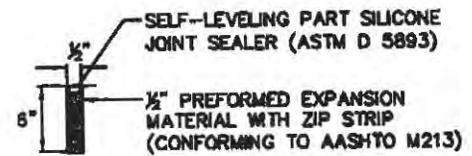
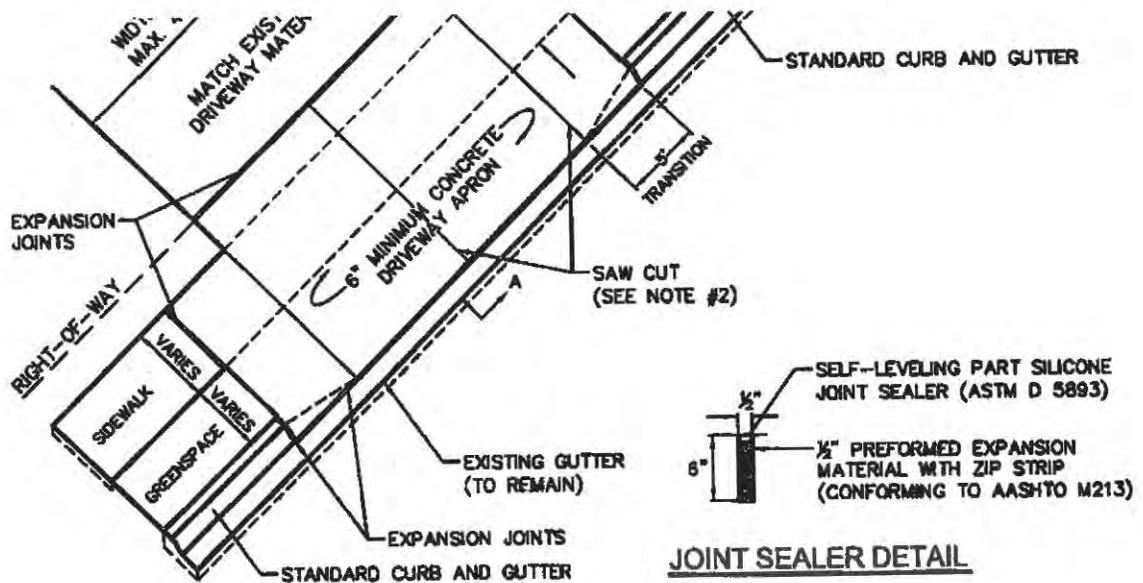
Slope

- A driveway must slope uniformly, without dipping or depressions, toward the street at an angle of at least 1 degree per foot. This ensures proper drainage during rainstorms and car washings.

General Construction

- A foundation of wire mesh, crushed gravel and, less often, rebar is commonly used by builders to prevent premature cracking. Joints are also part of a concrete driveway's specs, placed decoratively or in long utilitarian strips every 6 to 10 feet to give connected slabs of concrete an average of 1/2 to 1/4 inch of a gap to expand and contract. The standard for a concrete mix's compression strength, according to the American Standards for Testing and Materials code, should be 4,000 psi over 28 days.

For the City of Springdale's Standards refer to the Residential Driveway Detail for Standard curb and gutter applications.



NOTES:

1. 1/2" PREFORMED EXPANSION MATERIAL (CONFORMING TO AASHTO M213) SHALL BE PLACED IN LOCATIONS INDICATED AND SEALED WITH SELF-LEVELING CONCRETE JOINT SEALER (ASTM D 5893).
2. CONCRETE DRIVEWAY APRON TO BE SAW-CUT AT FIFTEEN FOOT (15') INTERVALS AS SHOWN, AND FILLED WITH APPROVED JOINT SEALER (SEE DETAIL).
3. CONCRETE DRIVEWAYS TO BE CLASS A, 3000 PSI, 5.5 BAG MIX WITH 4-7% AIR ENTRAINMENT.
4. FOR ALL SUBDIVISION PLATS APPROVED AFTER THE ADOPTION OF ORDINANCE 4301 (MARCH 6, 2009): ALL VEHICULAR AND/OR EXIT DRIVES FOR ALL RESIDENTIAL AND NON-RESIDENTIAL USES ALONG A STREET WITH A MINOR COLLECTOR OR HIGHER CLASSIFICATION (AS IDENTIFIED ON THE MASTER STREET PLAN) SHALL NOT EXCEED A MAXIMUM SLOPE OF FIFTEEN PERCENT (15%) WITHIN THE REQUIRED SETBACK AS DETERMINED BY THE ZONING ORDINANCE.
5. FOR ALL SUBDIVISION PLATS APPROVED PRIOR TO THE ADOPTION OF ORDINANCE 4301 (MARCH 6, 2009): ALL VEHICULAR ENTRANCE AND/OR EXIT DRIVES FOR ALL RESIDENTIAL USES SHALL NOT EXCEED A MAXIMUM SLOPE OF TWENTY PERCENT (20%) WITHIN THE REQUIRED SETBACK AREA AS DETERMINED BY THE ZONING ORDINANCE.
6. ALL VEHICULAR ENTRANCE AND/OR EXIT DRIVES FOR ALL RESIDENTIAL AND NONRESIDENTIAL USES ALONG A STREET WITH MINOR COLLECTOR OR HIGHER CLASSIFICATION SHALL NOT EXCEED A MAXIMUM SLOPE OF TEN PERCENT (10%) WITHIN THE REQUIRED SETBACK AREA AS DETERMINED BY THE ZONING ORDINANCE.

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**RESIDENTIAL DRIVEWAY DETAIL
 FOR STANDARD CURB AND GUTTER APPLICATIONS**

CITY OF SPRINGDALE • 201 SPRING STREET • SPRINGDALE, AR • 72764





CURB CUT REQUIREMENTS

CURB CUTS

A driveway can be no more than 40 feet in width. If there are two or more, no less than 30 feet apart and at least 40 feet from corner or intersection.

Advise the City of Springdale when the cut will be ready at the time of payment. If you need to change this requested time, please do so an hour in advance by calling 479-750-8135.

Property owner/s requesting curb to be cut by the Public Works Department must pay a minimum charge of \$75.00 for the first 25 feet and \$3.00 for each additional foot and must comply with the following:

1. Have earth dipped out (excavated) behind curb no more than 8 inches below gutter and 2 feet beyond both ends of cut. **NOTE: Curb debris cannot be used for backfill. Contractor is responsible for disposal of all concrete debris.**
2. Curbs must be clearly marked at both ends where cut is to be made.
3. Gutter must be clean and free of rocks, dirt and all other debris.

NOTE: If the Public Works Department crew goes to the location and the curb is not ready to be cut (see 1 through 3 above) or does not meet other requirements above, an additional fee of \$ 15.00 will be charged to return to the location when the cut is ready.

SIDEWALKS

Sidewalks are not included in the cost of cutting a curb. There will be an additional charge of \$50.00 for 25 feet and \$2.00 per foot for each additional foot.

I have received a copy of the Curb Cut Requirements from the Public Works Department. I have read them completely, understand the requirements and all fees and agree to them.

Signature

Date

269 East Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479-750-8135 / Fax: 479-750-8504



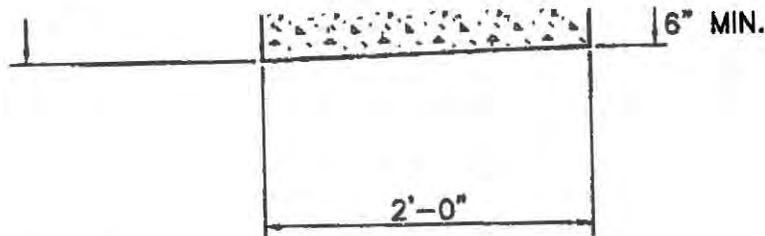
CURB CUT FEES AND PROCEDURES

- A deposit of five hundred dollars (\$500) is required to cut a city curb to ensure that no one cuts into and/or busts out a curb without making the necessary repairs. *When the new driveway and curb approach have passed an inspection by the Springdale Public Works Department, the deposit will be returned.*
- You must obtain a curb cut permit from the City of Springdale Public Works Department. The fee for each curb cut permit is ten dollars (\$10) the fee includes the curb cut inspection fee.
- (OPTIONAL) For a minimum fee of seventy-five dollars (\$75), the Public Works Department will saw cut the curb up to a twenty-five feet (25') section and three dollars (\$3) will be added for each additional foot.
 - *The Public Works Department will come make the cut(s) once the curb has been clearly marked where the cut(s) are to be made and the dirt has been dug out from behind the curb by no more than eight inches (8") below the gutter and two feet (2') beyond both ends of the cuts.*
 - *Property owner is responsible for disposal of all concrete debris.*
 - *Gutter must be clean and free of rocks, dirt and all other debris.*
- (OPTIONAL) Sidewalks are not included in the cost of the Public Works Department cutting the curb. If the Public Works Department is also to cut into the sidewalk, there will be a minimum fee of fifty dollars (\$50) and two dollars (\$2) per foot for each additional foot of sidewalk to be cut.

If you already have a permit with the City of Springdale Building Inspector's office for new construction, you are not required to deposit a cash bond or purchase a curb cut permit through the Public Works Department.

Call the Springdale Public Works Department for an inspection once the driveway and/or curb reconstruction is complete. Our hours of operation are 7:30 am to 4:00 pm, Monday through Friday, with the exception of holidays.

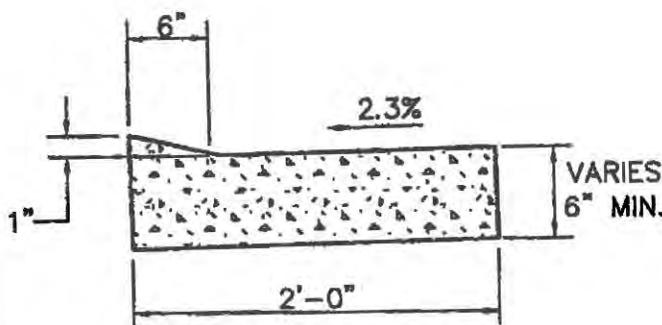
269 East Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479/750-8135 • Fax: 479/750-8504



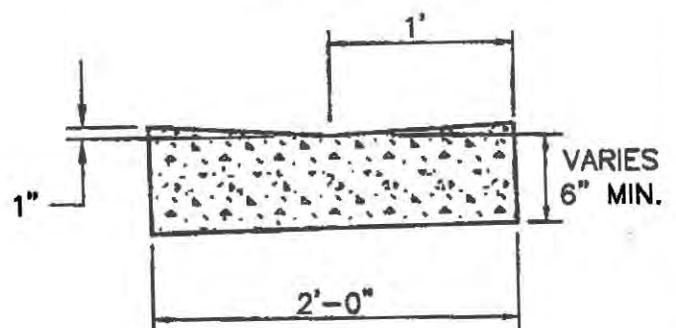
STANDARD CURB AND GUTTER

NOT TO SCALE

TO BE USED AT STREET INTERSECTIONS WITH LESS THAN 1% GRADE



TYPE I



TYPE II

MODIFIED CURB AND GUTTER

NOT TO SCALE

NOTES:

1. CONCRETE FOR CURB AND GUTTER TO BE CLASS A, 3000 PSI, 5.5 BAG MIX WITH 4-7 % AIR ENTRAINMENT.
2. ALL CURB AND GUTTER SHALL HAVE A BROOMED FINISH UNLESS OTHERWISE SPECIFIED.
3. MODIFIED CURB (TYPE I) SHALL BE PLACE ACROSS ALL DRIVEWAY ENTRANCES.
4. MODIFIED CURB (TYPE II) SHALL BE PLACED ACROSS ALL SIDE STREETS WHERE THE LONGITUDINAL GRADE IS LESS THAN 1%.
5. SAW CUT JOINTS AT 15' O.C. SEAL WITH ONE PART COLD APPLIED SILICONE JOINT SEALER OR OTHER APPROVED SEALANT.
6. PROVIDE 1/2" PREFORMED EXPANSION JOINT MATERIAL AT STATIONARY STRUCTURES (DROP INLETS, END OF CURBS, DRIVEWAYS. SEE DETAIL)



CITY OF SPRINGDALE
201 SPRING STREET
SPRINGDALE, AR 72784

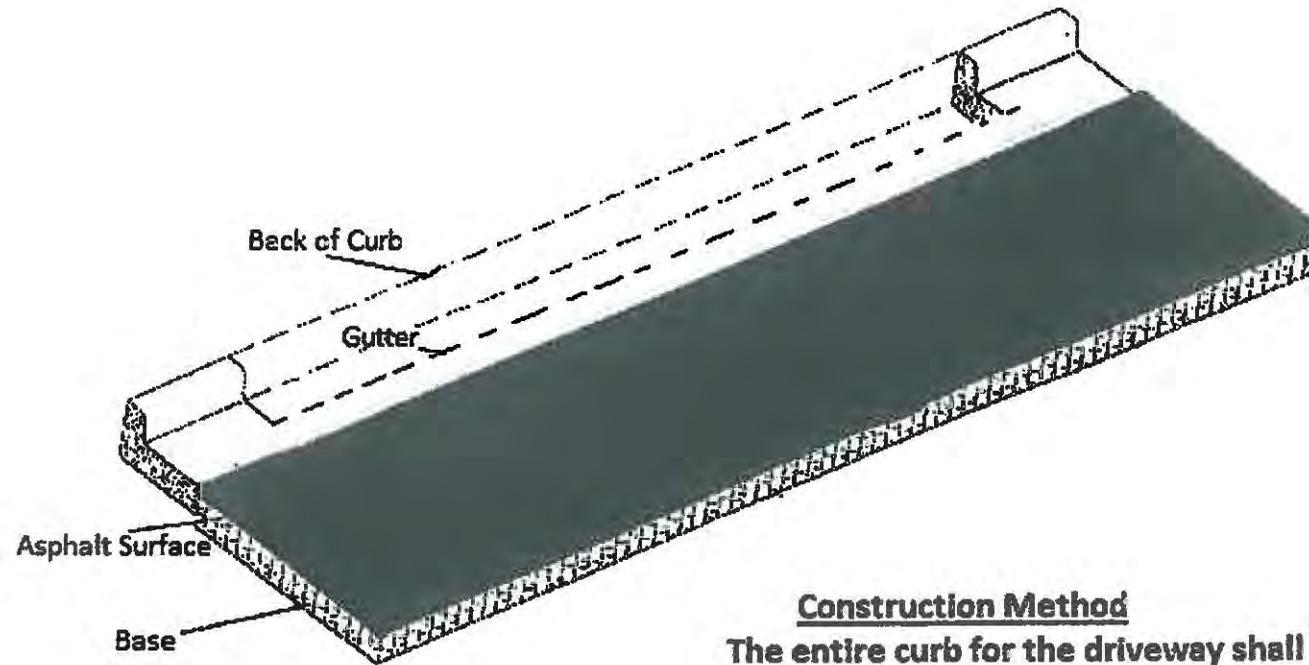
STANDARD DETAILS FOR
STREET AND DRAINAGE CONSTRUCTION

CURB AND GUTTER

DRAWN BY:
WWP

DRAWING NO:
XXXXXX-X

DATE:
OCTOBER, 2001



Construction Method

The entire curb for the driveway shall be sawed full-depth and removed. A minimum of six (6) inches of gutter must remain. The curb and the missing gutter section shall then be reconstructed as part of the driveway.

Typical Curb and Gutter Removal for Driveways.

All cuts must be evenly sawed.

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR AN ADMINISTRATIVE
SERVICE AGREEMENT**

WHEREAS, Springdale, Arkansas, anticipates funding from the Economic Development Administration (EDA) for **EDA Grant Number 08-79-05071** for an economic development project; and

WHEREAS, Springdale, Arkansas requires assistance to identify and implement the regulations pertaining to the said grant, and;

WHEREAS, it will be necessary for the Mayor and City Clerk to act in connection with the Administrative Agreement; 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 for the procurement of grant administrative services competitive bidding is not feasible or practical and competitive bidding on the employment of the Northwest Arkansas Economic Development District, Inc. is here by waived for a fee of \$30,000 and the Mayor and City Clerk are hereby authorized to execute an agreement for these services.

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

PASSED AND APPROVED this 24th day of November, 2015

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

ADMINISTRATIVE SERVICE AGREEMENT

SPRINGDALE, ARKANSAS AND NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC.

THIS AGREEMENT, entered into this 2nd day of November 2015 by and between the following parties: Northwest Arkansas Economic Development District, Inc. hereinafter called the Administrator; and Springdale, Arkansas, acting herein by Mayor Doug Sprouse, duly authorized, herein called the Grantee.

WHEREAS, the Grantee has received \$1,000,000 in grant funds from the U.S. Department of Commerce, Economic Development Administration to drainage system improvements on Cambridge Street in Springdale, Arkansas; and

WHEREAS, the Grantee has negotiated with and desires to engage the Northwest Arkansas Economic Development District, Inc., to render selected services concerning the administration of the grant program; and

WHEREAS, the Administrator proposes to serve in the capacity of Administrative Support in connection with the administration of the Economic Development Administration Grant Award, Number 08-79-05071.

NOW THEREFORE, the parties do mutually agree as follows:

I. GENERAL SCOPE OF SERVICES

The Administrator shall perform all of the necessary services provided under this contract in connection with the administration of the grant program:

- A.
 - 1. Provide technical assistance as deemed necessary in contracting for Services to fulfill the scope of the Economic Development Administration Grant project.
 - 2. Assist the Grantee with all applicable requirements for the Economic Development Administration grant award special terms and conditions and general terms and conditions.
 - 3. Set up complete set of files for the Economic Development Administration grant. Update files on an as-needed basis.
 - 4. Assist in the provision of information necessary for a project audit as required.
- B. The Administrator will perform the following Financial Management Functions:
 - 1. Assist with obtaining the approval of proposed contract documents.

Award Number **08-79-05071**

2. Provide consultation with engineer and funding agency.
3. Forward copies of vouchers, invoices, billing, and other evidence of costs other than construction, for which reimbursement is claimed has been completed.
4. Assist in the preparation of budget revisions.
5. Tabulate project costs to ensure compliance with the project controlling budget as per the Economic Development Administration grant award.
6. Assist in the maintenance of all documents.
7. Assist in the submittal of any necessary reports, forms, release of liens, certificates of completion, and final inspection.

II. SCOPE OF SERVICES PROVIDED BY THE GRANTEE

The Grantee, as consideration for the agreement by the Administrator to assume certain duties described above, hereby agrees to assume the following duties and responsibilities:

1. To make final review of all services performed and to authorize same prior to implementation and/or commitment to record.
2. To pay all program costs arising out of the above described project which are incurred by the Administrator on behalf of the Grantee and approved by the Grantee.
3. To reimburse the Administrator in accordance with the submission of approved invoices.

III. COMPENSATION AND METHOD OF PAYMENT

For services provided under this Contract, the Administrator shall receive compensation not to exceed thirty thousand and No/100 Dollars (\$30,000). Payments shall be made as follows:

\$15,000 due after signing agreement for services provided under 1.A.

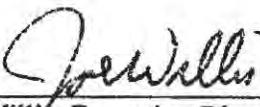
\$15,000 due upon completion of the project and issuance of Substantial Completion Certificate.

IV. TERMS OF CONDITIONS

This Agreement shall bind and benefit the Grantee, the Administrator, and their representatives, successors, and assigns.

WITNESS OUR HANDS AND SEALS ON THE DATE HEREINABOVE WRITTEN,
The Service Agreement shall be effective as of July 1, 2013.

Northwest Arkansas Economic Development District, Inc.



Joe Willis, Executive Director

Springdale, Arkansas

Doug Sprouse, Mayor

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, an office space needs assessment was performed in 2009 and should be updated before commencement of design of any new office buildings, and

WHEREAS, statements of qualifications of architectural firms were reviewed and evaluated, and

WHEREAS, the Mayor and staff recommend the firm of Wittenberg, Delony & Davidson, Inc. Architects for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Mayor is hereby authorized to execute a professional services agreement with Wittenberg, Delony & Davidson, Inc. Architects to perform the services as outlined in the attached agreement for a fee of \$65,500.

PASSED AND APPROVED this 24th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

PREAMBLE:

This Agreement, made and entered into this **First day of November, 2015**,
by and between;

Wittenberg, Delony & Davidson, Inc. Architects,
hereinafter referred to as the "CONSULTANT"

and

the City of Springdale, Arkansas,
hereinafter referred to as the "CLIENT"

Whereas, the CLIENT has need for the services of a Firm with the particular training, ability, knowledge, and experience possessed by the CONSULTANT;

WITNESSETH:

The parties hereto mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS

The CONSULTANT shall perform services as outlined in Exhibit A: Scope; Exhibit B: Schedule and Exhibit C: Fees attached as Work Order(s) to this Contract. The contract documents shall consist of this Agreement, the attached Exhibits, and Work Order(s) as may be executed by written agreement of the parties. Any conflict between the contract documents shall be resolved in the following priority:

1. Work Order,
2. This Professional Services Agreement

This Contract shall supersede any prior representation or agreement, written or oral.

All final plans, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the CLIENT and shall be compatible with such software programs specified by the CLIENT.

2. DURATION OF CONTRACT

This Contract shall become effective on the date this Agreement has been

signed by each party hereto. CONSULTANT acknowledges that no work has been or will be performed for the project under this Agreement until this Contract is fully executed and effective. CONSULTANT shall complete performance of this Agreement on or before;

June 1, 2016

plus any extensions thereof assuming timely decisions by the Client and other Stakeholders involved in this planning process.

CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to any default or defect in CONSULTANT performance.

3. PAYMENT

Amount of Payment:

\$ 65,500.00 Dollars

CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in Work Order Exhibit C-Fees.

Invoicing and Manner of Payment: Invoices shall describe all work performed, as described in the Work Order. CONSULTANT shall send invoices to CLIENT's Authorized Representative. An invoice submitted by CONSULTANT within the first 30 days of the start of Work and continuing each month thereafter until completion or termination. Payment upon the invoice shall be within 30 days following receipt from CONSULTANT of an invoice or statement based upon a percentage (5) of each task completed (defined by the Scope of Work: Schedule 1) as detailed in the Fee Schedule shown in Schedule 3. Client shall notify the Consultant in writing, of any and all objections, if any, to an invoice within ten (10) working days of receipt of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable.

4. TIME IS OF THE ESSENCE.

CLIENT and CONSULTANT recognize that time is of the essence of this Contract and the CLIENT will suffer financial loss and the public will suffer loss or be inconvenienced if the work is not completed within the times specified in "Duration of Contract" paragraph above, plus any extensions thereof.

5. TERMINATION

A. Parties' Right to Terminate For Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.

B. CLIENT's Right to Terminate For Convenience. CLIENT may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days' notice to CONSULTANT.

C. CLIENT's Right to Terminate For Cause: CLIENT may terminate this Agreement, in whole or in part, immediately upon notice to CONSULTANT, or at such later date as Contracting Officer may establish in such notice, upon the occurrence of any of the following events:

(i) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or CLIENT is prohibited from paying for such Work from the planned funding source;

(ii) CONSULTANT no longer holds any license or certificate that is required to perform the Work; or

(iii) CONSULTANT commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger CONSULTANT's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Contracting Officer's notice, or such longer period as Contracting Officer may specify in such notice.

D. CONSULTANT's Right to Terminate for Cause: CONSULTANT may terminate this Agreement upon 30 days' notice to Contracting Officer if CLIENT fails to pay CONSULTANT pursuant to the terms of this Contract and CLIENT fails to cure within 30 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.

E. Remedies

(i) In the event of termination pursuant to subsections B, C(i), C(ii) or D, CONSULTANT's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Contracting Officer, less previous amounts paid and any claim(s) which CLIENT has against CONSULTANT.

(ii) In the event of termination pursuant to subsection C(iii) or C(iv), CLIENT shall have any remedy available to it in law or equity. If it is determined for any reason that CONSULTANT was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

F. CONSULTANT's Tender Upon Termination: Upon receiving a notice of termination of this Agreement, CONSULTANT shall immediately cease all activities under this Contract, unless Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Agreement, CONSULTANT shall deliver to Contracting Officer all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Contracting Officer's request, CONSULTANT shall surrender to anyone Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

6. LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for damage on account of any act, error, omission or other professional negligence to the Client shall be limited to the amount paid by Client hereunder for the Consultant's fees for Basic Services.

7. CLIENT'S RESPONSIBILITY

The Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, and listed on attached Schedule 1. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the Client for the performance of the Consultant's work. The Client shall designate a Project Representative (Project Manager) authorized to act on behalf of the Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of the Consultant's work. The Client also agrees to arrange all necessary client, task force, stakeholder and community meetings detailed in the Scope of Work (Schedule), and complete all necessary duplication of documents and other materials for client, stakeholder, and community meetings as well as all reports and other materials necessary for the Project beyond that which are stipulated in Schedule 1.

Additionally, this contract assumes that the Client will provide (for the purposes of this Project) all of the scheduling, logistics, and facilities necessary for the completion of each meeting identified in Schedule.

8. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this Agreement, at the CONSULTANT's expense, a comprehensive general or commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT and the CLIENT, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following – the completion of the Agreement. The policy shall be issued by a company

authorized to do business in the project area, protecting the CONSULTANT or SUB CONSULTANT(s) or anyone directly or indirectly employed by either of them against liability for damage, and any other losses or damages above mentioned with limits not less than

- (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate or comprehensive general or commercial general liability insurance policies, and
- (b) \$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured and will provide the CLIENT written notice of cancellation or material modification of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment. The obligation to provide notice to the CLIENT shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice. The CONSULTANT shall not undertake any acts that shall affect the coverage afforded by the above policy.

The CONSULTANT will not perform any work under this contract until the CLIENT has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore is in force.

9. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall provide the CLIENT evidence of professional liability in an amount not less than \$1,000,000 combined single limit. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Contract with the CLIENT, or notify the CLIENT in the event of a cancellation or reduction in limits of a "claims made" policy.

10. INDEMNIFICATION

CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

11. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.) Shall become the property of the CLIENT: the CLIENT may reproduce and distribute the reports, or any part thereof, in such form as the CLIENT desires. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Contract. CONSULTANT shall retain the rights to use the products of the Contract for whatever purpose.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Contract, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Contract by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Contract or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

This Contract shall not preclude the CONSULTANT from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the CLIENT pursuant to this Contract.

12. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client:

Wyman Morgan or Patsy Christie
City of Springdale
201 Spring Street
Springdale, AR 72764

If to the Consultant:

Richard Alderman
Wittenberg, Delony & Davidson, Inc.
2434 East Joyce Blvd., Suite #10
Fayetteville, AR 72703

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

13. INTEGRATION

This Contract represents the entire and integrated agreement between the CONSULTANT and the CLIENT, and supersedes all prior negotiations, representations or agreements, either written or oral.

This Contract may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

CONSULTANT

CLIENT

By: WD&D/R. Alderman
Richard K. Alderman, AIA

By: _____
Doug Sprouse

Title: President

Title: Mayor

Date: 11.9.15

Date:

Address:

WD&D Architects
2435 E. Joyce Blvd.
Fayetteville, AR 72703
Ph# (479) 442-6681

Address:

City of Springdale
201 Spring Street
Springdale, AR 72764
Ph# (479) 750-8588

WD&D EIN#: 71-0311512

Attachments:

Work Order #1 – Exhibit #A – Scope of Services

Work Order #1 – Exhibit #B - Fee Proposal

Work Order #1 – Exhibit #C - Project Time Line



October 26, 2015

**City of Springdale, Arkansas
City Administration Building, Needs Assessment and Programing Study
Work Order #1, Exhibit A; Scope of Work.**

This Project includes a Needs Review and Programing Study for a new Administration Building for the City of Springdale including those Tasks listed below:

Task 1) Needs Assessment:

To identify the overall needs of the City as they pertain to development of new spaces to adequately plan and house the needs of the following departments of the City: Major's Offices, City Clerk, Human Resources, Planning, Engineering, Building Inspection, Community Engagement and Information Technology.

Meeting with the Administration and Department Heads to determine the conditions and needs of the Existing Facilities as well as establishing Goals and Priorities for the efficient operation of each department and/or division.

To gather all permanent Data and to Document Existing Conditions.

Deliverable: Summary of needs as identified for each of the departments with draft goals and priorities.

Task 2) Site Evaluation and Existing Conditions Review:

Evaluate the Current Conditions of each Department.

To develop Site Survey Information and to Document Site Conditions

Deliverable: Site Survey and Site Conditions documented

Task 3) To Survey each Department including detailed interviews with all Staff and users to determine their needs, identifying deficiencies and areas of common activities that could be shared by combination of departments:

To evaluate Each Department and to quantify current needs as well as to project needs for 10 years, 15 years and 25 year periods

To conduct Focus Groups to determine the proper organization of each group and the relationships between groups for best overall use patterns



To communicate with outside City Stakeholders and Surrounding Groups and Landholders to determine the best long term development pattern for the Site and surrounding associated locations.

Deliverable: To present preliminary recommendations to the City Administration and to prepare conclusions and recommendations.

Task 4) Cost Reviews and Facility Benchmarking:

Review local and national costs for similar facilities and to determine the best and most reasonable cost model for the Work.

Deliverable: Summary report of Findings

Task 5) Final Documentation

Review the Final Document with the City Administration, Stakeholders and others.

Deliverables: Final Copies and Booklets

Limitation of Responsibilities

WD&D and or our consultants will not be responsible for the omission of the Owner's staff subcontractors, suppliers, vendor or any other individual or entity performing or furnishing information to the Architect on which we will be allowed to rely.

The following are additional services and are not provided for in this scope of work unless desired by NWARA and compensated for with additional fees:

- Prepare and/or Gain regulatory approvals or Building Permits
- Stop or Start services excessively
- Provide for mitigation of toxic or environmentally hazardous materials
- Provide for full-time resident on-site observations
- Provide for unreasonable review or options not provided for in this Proposal.

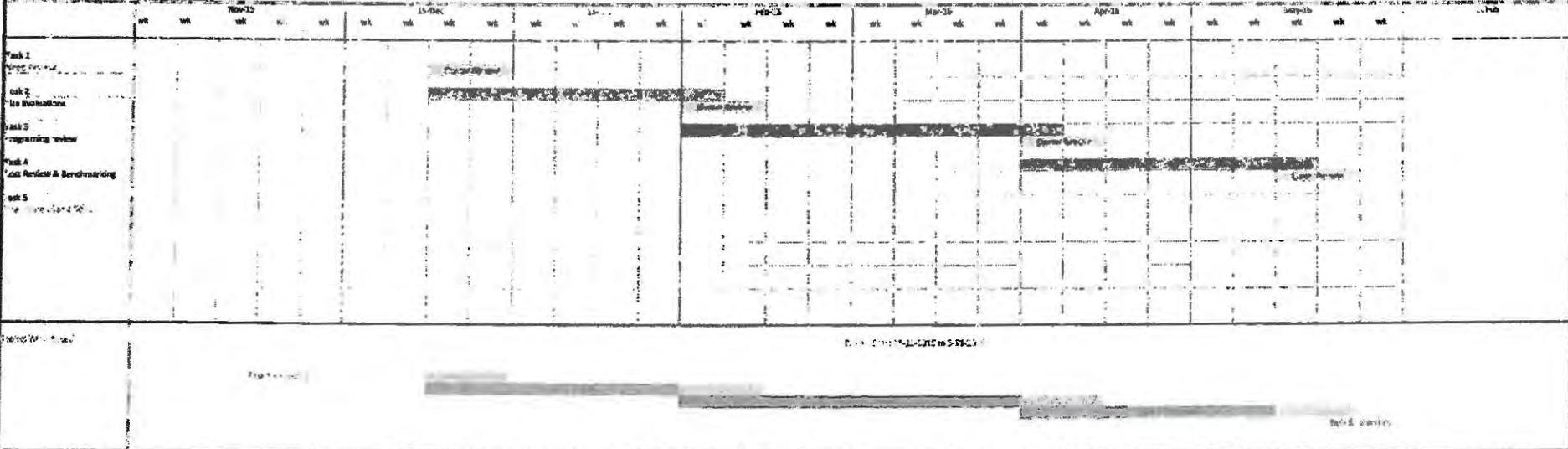
Reimbursable Costs

Reimbursable costs will be those costs normally associated with the AIA Owner-Contractor Agreement and will include;

- Printing, Postage and Delivery costs
- Submittal or governmental Fee costs
- Fees to agencies with jurisdiction over the work for approvals or submissions
- Overtime work if authorized

SPRINGDALE Administration Building Needs Assessment & Programming Study prepared by WDS	WD&D	Others	Task Budget
TASK DESCRIPTION			
Task 1: Needs Assessment			\$13,000
1A: Understanding the Community, Define Study Goals & Objectives	\$1,500		\$1,500
1B: Data Gathering and Documentation of Existing Conditions	\$2,000		\$2,000
1C: Review Existing Spaces and Conditions	\$5,000		\$5,000
1D: Identify Assets and Needs	\$4,500		\$4,500
Task 2: Site Evaluations			\$17,000
2A: Evaluate Current Site Conditions	\$3,500		\$3,500
2B: Quantify Usability of the Current Site Conditions	\$2,500		\$2,500
2C: Site Survey and Soils Evaluations		\$9,500	\$9,500
2D: Utility Conditions and Capacity Evaluations		\$1,500	\$1,500
Task 3: Programming Review			\$23,000
3A: Survey Existing Departments (2 interviews each Department)	\$7,500		\$7,500
3B: Conduct Evaluations with each Department to Assess Needs and Future Needs	\$7,500		\$7,500
3C: Focus Group and Listening Sessions for Administrators	\$1,500		\$1,500
3D: Review Department Growth Needs and Growth Projections	\$2,500		\$2,500
4D: Community and Stakeholders Group Reviews	\$2,500		\$2,500
5D: Final Administration and Final Departments Conclusions	\$1,500		\$1,500
Task 4: Cost Review and Facility Benchmarking			\$7,000
6A: Benchmark with Local and Regional Similar Facilities	\$2,000		\$2,000
6A: Cost Review and Projections	\$2,500	\$2,500	\$5,000
Task 5: Reviews and Final Document Preparations			\$5,500
7A: Review Recommendations with Administration and Community Stakeholders	\$1,500		\$1,500
7B: Final Written Document Preparations	\$1,500		\$1,500
7C: Printing & Reimbursables	\$2,500		\$2,500
Project Base Total			\$65,500

**City of Springdale, Administration Building
Needs Assessment & Program Study
Project Timeline**



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CITY OF
SPRINGDALE, ARKANSAS BUDGET FOR
THE YEAR 2016**

WHEREAS, the Mayor has presented a proposed budget for the calendar year 2016 to the City Council for the City of Springdale, Arkansas as required by Arkansas Code 14-58-201; and

WHEREAS, the Mayor's proposed budget includes a compensation step increase for eligible employees; and

WHEREAS, the City Council Finance Committee held budget work sessions to review, study, discuss and adjust the 2016 budget proposed by the Mayor and has recommended adoption with amendments;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the 2016 Mayor's proposed budget and the salary increases adjusted by the budget changes made by the City Council Finance Committee are hereby passed and approved with the compensation increases to be effective January 1, 2016 and the one-time bonuses to be paid in April 2016.

PASSED AND APPROVED this 24th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE SETTING THE SALARIES OF THE
ELECTED OFFICIALS AND PLANNING COMMISSION
MEMBERS OF SPRINGDALE, ARKANSAS AND
REPEALING ORDINANCE NUMBER 4864**

WHEREAS, the Arkansas Municipal League legal staff has recommended that salaries of elected officials be established by ordinance, and

WHEREAS, the 2016 proposed budget includes increases in compensation for some elected officials, and

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

1. Effective January 1, 2016, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below.

City Council Members	\$ 10,200
Planning Commission Members	3,600
Mayor	115,721
City Clerk/Treasurer	81,070
City Attorney	106,015
District Judge	128,573

2. Ordinance Number 4864 setting salaries for elected officials is hereby repealed effective January 1, 2016.
3. **Emergency Clause.** It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective January 1, 2016.

PASSED AND APPROVED this 24th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney