

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

- Monday, April 6th, 5:30 p.m. is the next Committee meetings.
  - Committee agendas will be available on Friday, Apr. 3rd, 2015.

SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 24th, 2015

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **Mike Overton**

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available at the back of the room, next to the main entrance.
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – City Clerk Denise Pearce  

Recognition of a Quorum
4. A presentation by the Animal Care Educators Group. Presented by: Kathy Short.
5. Comments from Citizens  

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes
  - a) March 10th, 2015 (3-15)
7. Procedural Motions
  - A. Entertain Motion to read all Ordinances and Resolutions by title only.
  - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....*10; 11B; 12A; 15A; (Motion must be approved by two-thirds (2/3) of the council members).
8. **Appeal** of the Planning Commission's decision to deny the variance request for signage on the corner of Hwy 412 and Butterfield Coach Road (Rausch Coleman Homes). Presented by: Justin Williams, Divisional Director, Rausch Coleman Homes. (16-25)
9. **A Resolution** approving the donation of vacation time. Presented by: Mike Irwin, Fire Chief. (26)
10. **An Ordinance** releasing, vacating, and abandoning a utility easement located on property in Springdale, Washington County, Arkansas to declare an emergency and for other purposes. (Lots 5 and 6 of the Final Plat of Dakota's Place Subdivision) Presented by: Ernest Cate, City Attorney (27-29)
11. Ordinance Committee Report and Recommendations by Chairman Mike Overton:
  - A. **A Resolution** expressing support for Senate Bill 37 "An act to amend the law concerning nonconsent towing; to requite cities and counties to regulate certain towing services" in the State of Arkansas 90th General Assembly. (30)
  - B. **An Ordinance** designating the Springdale District Court Clerk as the official responsible for the collection of fines assessed in the Districts Court for the City of Springdale, Arkansas. (31)

12. Planning Commission Committee Report and Recommendations by Patsy Christie, Planning Director:
  - A. **An Ordinance** amending Ordinance NO. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas , and the plat pertaining thereto by rezoning certain lands from Low/Medium density Single Family Residential District (SF-2) to Institutional District (P-1). (2987 Cambridge Street) Presented by: Patsy Christy, Director of Planning (32-34)
  - B. **A Resolution** approving a conditional use at 3020 West Huntsville Avenue as set forth in Ordinance No. 4030. (use unit 42 (Church/Synagogue)). Presented by: Patsy Christy, Director of Planning (35-36)
  - C. **A Resolution** approving a conditional use North of 3952 Grimsley Road as set forth in Ordinance No. 4030. (Smith Communications, LLC for a use unit 33 (Self-supporting tower, or antenna structure or monopole) in an Agricultural District (A-1). Presented by: Patsy Christy, Director of Planning (37-38)
  - D. **A Resolution** approving a conditional use at 5299 Callahan Mountain Road as set forth in Ordinance No. 4030. (D & K Investments, LLC for a tandem lot split in an Agricultural District (A-1)). Presented by: Patsy Christy, Director of Planning (39-40)
  - E. **A Resolution** approving a conditional use at the southwest corner of 56<sup>th</sup> Street and Bob Mills Road as set forth in Ordinance No. 4030. (Dusty and Veronica Graham for a Tandem Lot Split in an Agricultural District (A-1)). Presented by: Patsy Christy, Director of Planning (41-42)
13. **A Resolution** expressing the willingness of the City of Springdale to utilize federal-aid transportation alternatives program funds. Presented by: Patsy Christy, Director of Planning (43)
14. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
  - A. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for consultant services with H3 Studio for the expanded Downtown Economic/Revitalization Master Plan. (44-45)
15. Health, Sanitation, & Property Maintenance Committee Report and Recommendations by Chairman Jim Reed
  - A. **An Ordinance** amending Chapter 102-2 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes (Pertaining to solid waste, trash, and bulky waste). (46-49)
16. Finance Committee Report and Recommendations by Chairman Eric Ford:
  - A. **A Resolution** Authorizing a contract for EMS billing and amending the 2015 budget. (50-64)
  - B. **A Resolution** amending the 2015 budget of the City of Springdale Police Department. (65-67)
17. Comments from Department Heads.
18. Comments from Council Members.
19. Comments from City Attorney.
20. **State of the City Address. Presented by: Mayor Doug Sprouse**
21. Adjournment.

SPRINGDALE CITY COUNCIL  
MARCH 10, 2015

The City Council of the City of Springdale met in regular session on March 10, 2015, in the City Council Chambers, City Administration Building. Mayor Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Kathy O'Kelley	Police Chief
Patsy Christie	Planning Director
Mike Irwin	Fire Chief
Mike Chamlee	Buildings Director
Sam Goade	Public Works Director
Brad Baldwin	Engineering Director
Courtney Kremer	Animal Services Director

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the February 24, 2015 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Culver, Watson, Overton, Ford, Evans, Reed, Jaycox

No: None

ORDINANCE NO. 4891 – AMENDING ORDINANCE NO. 4886 TO CORRECT A SCRIVENER'S ERROR; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance amending Ordinance No. 4886 to correct a scrivener's error; declaring an emergency and for other purposes. Ordinance No. 4886, adopted by City Council on February 24, 2015, amends Chapter 130: Zoning Ordinance of the City of Springdale Code of Ordinances, to add Article 12: Ballpark Area/Southwest Springdale Overlay District.

Ordinance No. 4886, referred to an exhibit attached thereto as "Attachment A". It should have referred to the attachment as "Article 12 of the Zoning Ordinance of the City of Springdale, Arkansas, a book form copy of which is on file in the Office of the Springdale City Clerk".

After the reading the title of the Ordinance, Alderman Jaycox moved the Ordinance "Do Pass". Alderman Reed made the second.

The vote:

Yes: Watson, Overton, Ford, Evans, Reed, Jaycox, Culver

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Overton, Ford, Evans, Reed, Jaycox, Culver, Watson

No: None

The Ordinance was numbered 4891.

RESOLUTION NO. 21-15 – SETTING A HEARING DATE ON A PETITION TO ABANDON A UTILITY EASEMENT IN THE CITY OF SPRINGDALE (PETITIONER: FADIL BAYYARI REVOCABLE TRUST)

City Attorney Ernest Cate presented a Resolution setting a hearing date for March 24, 2015 to hear a petition by Fadil Bayyari Revocable Trust to abandon a utility easement in the City of Springdale, Lots #5 and #6 at Dakota's Place Subdivision.

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

**A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, ARKANSAS.**

**WHEREAS,** Fadil Bayyari Revocable Trust has petitioned for the abandonment of a utility easements described as follows:

Part of the SW/4 of the NW/4 of the NW/4 of Section 3, Township 17 North, Range 30 West, Washington County, Springdale, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said SW/4 of the NW/4 of the NW/4, thence North 461.52 feet, thence N 89°39'18" E 297.21 feet, thence South 61.86 feet, thence N 89°35'55" E 227.52 feet to the Point of Beginning, N 0°24'05" W 5.00 feet, thence N 89°35'55" E 20.00 feet, thence S 0°24'05" E 10.00 feet, thence N 89°35'55" E 104.97 feet to the East property line, thence along said line South 20.00 feet, thence S 89°35'55" W 124.82 feet, thence N 0°24'05" W 25.00 feet to the Point of Beginning.

**WHEREAS,** the City Council finds that a hearing date should be set;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that March 24, 2015 at 6:00 p.m. is set

SPRINGDALE CITY COUNCIL  
MARCH 10, 2015

as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

Yes: Ford, Evans, Reed, Jaycox, Culver, Watson, Overton

No: None

The Resolution was numbered 21-15.

ORDINANCE NO. 4892 – ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO ARKANSAS CODE ANN. §14-40-2002 (ACT 779 OF 1999) AND MAKING A COMMITMENT TO PROVIDE SEWER SERVICES TO SAID PROPERTY AS REQUIRED BY ARKANSAS CODE ANN. §14-40-2002 (ACT 779 OF 1999)

City Attorney Ernest Cate presented an Ordinance annexing three tracts of land to the City of Springdale owned by Greg and Kim Kendrick to the City of Springdale, pursuant to Arkansas Code Ann. 14-40-2002 (Act 779 of 1999) and making a commitment to provide sewer services to said property as required by Arkansas Code Ann. 14-40-2002 (Act 779 of 1999). The tracts are as follows:

Tract 1: 1161 Kendrick Avenue, Benton County Parcel No. 20-00017-001, containing one (1) acre more or less;

Tract 2: 69.68 acres, more or less, located at the northwest corner of Old Wire Road (State Highway 265) and Kendrick Avenue, Benton County Parcel No. 20-00016-000, containing 69.68 acres more or less; and

Tract 3: 16.49 acres, more or less, located at the southeast corner of Kendrick Avenue and N. Jefferson St., Benton County Parcel No. 20-00017-000.

The Kendrick's wish to avail themselves of the detachment and annexation procedure contained in Ark. Code Ann. §14-40-2002, as they are seeking additional municipal services, namely sewer services, to the property.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance "Do Pass". Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Overton, Ford

No: None

The Ordinance was numbered 4892.

ORDINANCE NO. 4893 – REZONING 3 ACRES OWNED BY B & J FAMILY LIMITED PARTNERSHIP LOCATED AT 2757 LOWELL ROAD, FROM C-2 TO I-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3 acres owned by B & J Family Limited Partnership located at 2757 Lowell Road, from C-2 to I-1; and declaring an emergency.

Planning Commission recommended approval at their March 3, 2015 meeting.

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

The vote:

Yes: Reed, Jaycox, Culver, Watson, Overton, Ford, Evans

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Culver, Watson, Overton, Ford, Evans, Reed

No: None

The Ordinance was numbered 4893.

ORDINANCE NO. 4894 – ACCEPTING THE COMBINATION OF LOTS 224 & 225 IN LEGENDARY SUBDIVISION, PHASE I, TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the combination of Lots 224 and 225 in Legendary Subdivision, Phase I, to the City of Springdale, Arkansas and declaring an emergency.

Planning Commission recommended approval at their March 3, 2015 meeting.

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

The vote:

Yes: Culver, Watson, Overton, Ford, Evans, Reed, Jaycox

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Watson, Overton, Ford, Evans, Reed, Jaycox, Culver

No: None

The Ordinance was numbered 4894.

RESOLUTION NO. 22-15 – ADOPTING A REVISED MASTER TRAIL PLAN FOR  
THE CITY OF SPRINGDALE, ARKANSAS

Planning Director Patsy Christie presented a Resolution adopting a revised Master Trail Plan for the City of Springdale, Arkansas.

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

**A RESOLUTION ADOPTING A REVISED MASTER TRAIL PLAN  
FOR THE CITY OF SPRINGDALE, ARKANSAS**

**WHEREAS**, the Trails Task Force began review of the Master Trail Plan in the fall of 2014 and participated in the development of the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan; and

**WHEREAS**, the result of the review and participation is the development of a revised Master Trail Plan for the City of Springdale; and

**WHEREAS**, a series of public meetings were held through the Regional Plan development and a draft Master Trail Plan was presented to the Trail Task force and was moved forward with a recommendation for approval; and

**WHEREAS**, the Springdale Planning Commission held a public hearing at the March 3, 2015, Planning Commission meeting; and no comments were received and the Master Trail Plan as shown on the attached Exhibit A was approved and recommended for adoption.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE** that the above mentioned Master Trail Plan (Exhibit A), dated March 3, 2015 is hereby adopted to be used in guiding future decisions regarding trail development in the City of Springdale.

**PASSED AND APPROVED \_\_\_\_ DAY OF March, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Ms. Christie explained the major changes to the Master Trail Plan are that Razorback Greenway, Dean's Trail, the Springdale Pride Trail that connects Springdale High School and Har-Ber High School, have been added. Secondary trails and sidewalks have been added. There were some changes made to the mountain bike trail.

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

A couple of property owners in the neighborhood along Falcon Road expressed concern with some of the areas proposed for trails.

Ms. Christie explained an alignment is put on a map to reserve the idea of these connections and then as construction starts, that is when public meetings are held and the actual alignment is decided. Property owners will be notified at that time and be able to voice their opinion.

The vote:

Yes: Overton, Ford, Evans, Reed, Jaycox, Culver, Watson

No: None

The Resolution was numbered 22-15.

ORDINANCE NO. 4895 – AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES (STREET PARKING AND EMERGENCY ACCESS ROUTES)

Alderman Mike Overton presented an Ordinance amending Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency and for other purposes.

It is in the best interests of the citizens of the City of Springdale, Arkansas, that Section 114-58 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to clarify the issue of parking in the street within the City of Springdale, Arkansas. The amendment will read as follows:

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

(a) Except as authorized in section 114-53 and section 114-57, no motor vehicles shall be parked or stored:

(1) On the side of any street which is designated on the master street plan (section 90-51) and built to the standard of as a freeway, minor collector, major collector, or principal arterial street, or upon review and recommendation of the Traffic Committee upon submission to the City Council.

(2) On the side of any street designated as an emergency access route, and on which a sign has been placed stating "Emergency Access Route: No Parking this Side of Street."

(3) On the side(s) of any street which has a designated bicycle lane.

(b) The city council hereby authorizes and empowers the fire department, police department, and street department to work jointly in such manner as they see fit to designate and make certain city streets as emergency access routes; to purchase or have constructed signs or signals to mark such emergency access routes, and to change or modify such routes or markings as they deem necessary or desirable; and to evaluate the feasibility of parking on the street.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance "Do Pass". Alderman Jaycox made the second.

The vote:

Yes: Ford, Evans, Reed, Jaycox, Culver, Watson, Overton

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Overton, Ford

No: None

The Ordinance was numbered 4895.

ORDINANCE NO. 4896 – AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES (ARKANSAS ENERGY CODE)

Alderman Overton presented an Ordinance amending Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas, to adopt the 2014 Arkansas Energy Code for New Building Construction a/k/a the 2014 Arkansas Energy Code.

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

The vote:

Yes: Reed, Jaycox, Culver, Watson, Overton, Ford, Evans

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Evans made the second.

The vote:

Yes: Jaycox, Culver, Watson, Overton, Ford, Evans, Reed

No: None

The Ordinance was numbered 4896.

RESOLUTION NO. 23-15 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN HUBERT D. WILHITE AND MATTIE M. WILHITE, HUSBAND AND WIFE, JANICE SUE NELSON, BETTY MAE WILHITE, AND KAY LORAIN OXFORD ARE DEFENDANTS (56<sup>TH</sup> STREET WIDENING PROJECT)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Hubert D. Wilhite and Mattie M. Wilhite, Husband and Wife, Janice Sue Nelson, Betty Mae Wilhite, and Kay Loraine Oxford are defendants. The tract of land is for the 56<sup>th</sup> Street Widening Project, Project No. 12BPS4, Tract 15.

RESOLUTION NO. \_\_\_\_

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

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

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

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

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

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

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

Yes: Culver, Watson, Overton, Ford, Evans, Reed, Jaycox

No: None

The Resolution was numbered 23-15.

RESOLUTION NO. 24-15 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN MARY RUTH WILHITE IS A DEFENDANT (56<sup>TH</sup> STREET WIDENING PROJECT)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Mary Ruth Wilhite is a defendant. The tract of land is for the 56<sup>th</sup> Street Widening Project, Project No. 12BPS4, Tract 13.

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

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

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

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

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

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

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

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

Yes: Watson, Overton, Ford, Evans, Reed, Jaycox, Culver

No: None

The Resolution was numbered 24-15.

**RESOLUTION NO. 25-15 – AUTHORIZING A CHANGE IN THE AUTHORIZED STAFF OF THE POLICE DEPARTMENT**

Alderman Eric Ford presented a Resolution authorizing a change in the authorized staff of the Police Department by reducing the Records Clerks positions from five (5) to four (4) and adding one Evidence Technician position.

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

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

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

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

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

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

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Overton, Ford, Evans, Reed, Jaycox, Culver, Watson

No: None

The Resolution was numbered 25-15.

**RESOLUTION NO. 26-15 – AMENDING THE 2015 BUDGET OF THE CITY OF  
SPRINGDALE STREET DEPARTMENT**

Alderman Eric Ford presented a Resolution amending the 2015 Budget of the City of Springdale Street Department to allow for the City of Springdale to contract with the Arts Center of the Ozarks to construct a public parking lot with 73 parking spaces. The amount is not to exceed \$200,000.

Alderman Jaycox made the motion to adopt the Resolution. Alderman Evans made the second.

Public Works Director Sam Goade feels like the work will not cost over \$150,000.00. There will be a lot of in-kind services done on this site.

Alderman Watson said he thought the Arts Center of the Ozarks was going to partner with the City and pay \$50,000 towards the parking lot project.

Derek Gibson with the Arts Center of the Ozarks said they do have \$50,000 in their budget going towards funding the parking lot project.

After discussion, Alderman Jaycox amended her motion to make the City of Springdale amount not to exceed \$150,000, instead of \$200,000. Alderman Evans made the second.

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

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2015 budget of the City of Springdale Street Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Street	20102064316052	General Construction	15,000	150,000		165,000

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

The vote:

Yes: Ford, Evans, Reed, Jaycox, Culver, Watson, Overton

No: None

The Resolution was numbered 26-15.

ORDINANCE NO. 4897 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS (2403 TONI AVENUE, 804 N. VIRGINIA STREET, 1001 WILKINSON LANE)

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2403 Toni Avenue, 804 N. Virginia Street and 1001 Wilkinson Lane, Washington County, Arkansas.

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

The vote:

Yes: Evans, Reed, Jaycox, Culver, Watson, Overton, Ford

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Evans made the second.

The vote:

Yes: Reed, Jaycox, Culver, Watson, Overton, Ford, Evans

No: None

The Ordinance was numbered 4897.

RESOLUTION NO. 27-15 – APPOINTING MIKE MCFARLAND TO THE NORTHWEST ARKANSAS AIRPORT AUTHORITY

Mayor Sprouse presented a Resolution appointing Mike McFarland to the Northwest Arkansas Airport Authority.

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

**A RESOLUTION APPOINTING MIKE MCFARLAND TO THE NORTHWEST ARKANSAS AIRPORT AUTHORITY TO COMPLETE THE UNEXPIRED TERM OF RESIGNING AUTHORITY MEMBER CLARK IRWIN; TERM TO EXPIRE ON JANUARY 1, 2017**

**WHEREAS**, Clark Irwin has been serving on the Northwest Arkansas Airport Authority and has submitted his resignation effective February 20<sup>th</sup>, 2015;

**WHEREAS**, the Mayor has recommended that Mike McFarland be appointed to the Northwest Arkansas Regional Airport Authority to complete the unexpired term of Clark Irwin, term to expire January 1, 2017;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINDALE, ARKANSAS** that effective March 10, 2015, Mike McFarland is hereby appointed to complete the unexpired term of authority member Clark Irwin, term to expire on January 1, 2017.

**PASSED AND APPROVED** this \_\_\_\_ day of March, 2015.

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

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

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Culver, Watson, Overton, Ford, Evans, Reed

No: None

The Resolution was numbered 27-15.

COUNCIL COMMENTS

Alderman Overton expressed concern about the towing company procedures in the City of Springdale. Some of their prices are very expensive and there needs to be better regulation.

City Attorney Cate said there is legislation right now in the works regarding regulating towing companies.

RAZORBACK GREENWAY CLEAN-UP REPORT

Mayor Sprouse reported there were several volunteers this past weekend for the clean-up of Spring Creek along the Razorback Greenway.

Also there were several volunteers planting trees along Brush Creek.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:08 p.m.

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

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

March 18, 2015

Clayton Sedberry  
GIS and Planning Coordinator  
201 Spring Street  
Springdale, AR 72762

Dear Mr. Sedberry:

I am the Divisional Director of Marketing who spoke on behalf of Rausch Coleman at the Springdale Planning Commission (SPC) meeting held on March 3, 2015. Please allow this letter to be the formal appeal of the decision rendered at that meeting to not allow the variance we requested for off-site signage. Specifically the request to place signage for our new home community, to be placed at the corner of Hwy 412 and Butterfield Coach Road with the permission of the landowner.

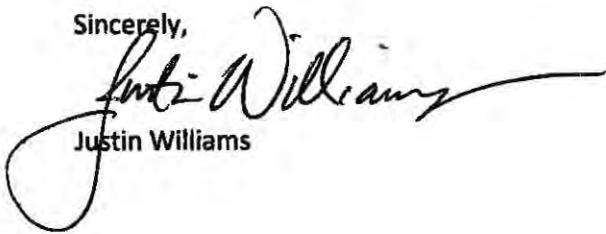
Rausch Coleman Homes, Northwest Arkansas Division, respectfully requests the SPC reverse their prior decision and allow us to place a sign as requested on the intersection corner in front of the Harp's market. Rausch Coleman Homes, Inc., is a regional homebuilder and considered to be one of the top 50 homebuilders in the United States. We are currently building homes in Kansas, Missouri, Oklahoma and Arkansas. The home office for RCH is located currently in Fayetteville and the divisional office for the Northwest Arkansas Division is currently located in Springdale. RCH is a contributing member of the NWA area providing over \$30,000,000 dollars of affordable housing to the working families that support the local economy. In fact, in 2015 RCH will provide over \$7,500,000 of affordable housing for Springdale and its local economy. The impact of that \$7,500,000 adds value specifically to Springdale and exponentially throughout the area. The particular community we are attempting to advertise was purchased from a local bank, First Security, and had essentially no activity and was providing no impact to the local economy whatsoever. RCH's investment takes a non-performing piece of land and turns it into a booming economical center for the City. To maximize our performance, it is essential that we need to let people know we are now the builder in that community and one nationally recognized way to do that is with a coordinated marketing program that includes signage. The opportunity to advertise to the traffic that flows through the corner of Hwy 412 and Butterfield Coach is imperative to the success of RCH's endeavor to turn this piece of land into something the community can be proud of. Throughout the area of Hwy 412 and Butterfield Coach, there are signs everywhere advertising anything and everything – either on the property or with signs pointing to the property. We are simply asking for 1 sign at the corner of an important intersection to advertising a community with 140+ lots in it and an economic windfall of \$16,100,000 over the next three to four years.

It was mentioned at the meeting that RCH had evidently been in violation of regulations previously and that was inferred as a possible reason for the denial. Mr. Rausch himself was not happy with the NWA operation and looked to reboot it last year with a new management team. Mark Dunaway, a 29 year

veteran in the construction business in Kentucky, Alabama and Indiana was chosen to lead the new team and has assembled managers with over 100 years of experience in the homebuilding industry from Texas, Arkansas and Florida. This management team should not be held responsible for sins of the past and want to be compliant with the wishes of the planning commission. Members of this team are serving within the Springdale community for the Chamber and the realtor board. The NWA division is contributing to different entities within Springdale and desire only to be a good neighbor and a strong advocate for the City of Springdale. In other words, this is a new group of people running a homebuilding division based in Springdale and working hard to be an upstanding and economically beneficial member of the area. We want a chance to prove ourselves with the City and the Planning Commission.

We again respectfully request the Commission reconsider their denial of our signage request for the corner of Hwy 412 and Butterfield Coach. If the sign we requested for the permit can be modified to a more aesthetically pleasing manner, we would be happy to resubmit based on the redesigned plan. Thank you for your consideration and we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Justin Williams". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline that extends to the right.

Justin Williams

Board of Adjustment

A. B15-05 RC Eastview, LLC  
1945 Butterfield Coach Road  
Variance for off-site sign  
Presented by Justin Williams

Mr. Parsley: Next section, Board of Adjustment, first is B15-05, RC Eastview, LLC, 1945 Butterfield Coach Road asking for a variance for off-site presented by Justin Williams.

Mr. Williams: Good evening, my name is Justin Williams, I represent Rausch Coleman Homes. We are hoping to put up some signage promoting a subdivision that is currently being built off of Butterfield Coach Road. It is going to be called Eastview and that sign is going to be four (4) feet wide by eight (8) feet tall. It will be at the crossroads of Butterfield Coach Road and 412.

Ms. Christie: On property that is owned by?

Mr. Williams: First State Bank.

Ms. Christie: Do you have a lease agreement with them?

Mr. Williams: Yes.

Ms. Christie: Have we seen that lease agreement.

Mr. Williams: Yes

Mr. Parsley: Staff comments.

Ms. Christie: I'm not a proponent of off-site signs.

Mr. Parsley: Anything else? Any comments from the audience? Alright, to the Commission.

Ms. Haney: I have an issue and when I'm looking around and seeing that we are going to start having growth coming into the community. They have already got three (3) signs on the corner of Friendship Road and Butterfield Coach. They have got another sign in the middle of the lot and then you have a huge banner on the fence line.

Mr. Williams: O.K.

Ms. Haney: The problem we are going to run into is if we grant this then you start a trend going where if five (5) new subdivisions come in are all five (5) are going to have the right to be on that same corner.

Mr. Covert: Is this sign; is the plan for this sign to replace any of the ones existing currently?

Mr. Williams: Actually, yes. The sign to the north of Friendship Road is getting taken down per the City of Springdale has asked us to please remove that. That's one of the things that we are going to be doing in accordance with this.

Ms. Christie: How long does the sign need to be there?

Mr. Williams: It is not going to be a permanent sign.

Ms. Christie: How long is the sign going to be there? What time frame?

Mr. Williams: I'm thinking 8 to 12 months. It is to be promoting the open-house that begins on April 1. It is not a permanent sign, it is a sled sign. We are going to be removing it after 8 to 12 months.

Mr. Parsley: Any other comments.

Mr. Arthur: The challenge I have is if you go south of 412 and go down Butterfield Coach Road you are going to see many of these signs going down. You know, I mean I drove by and saw them today and so it's hard as we grow and get more subdivisions that we are going to experience more and more of this. Temporary is good, is the sign picture we have in here this is what it would look like? Not this particular one but this is what it would look like?

Mr. Williams: Yes and it's not a hulking sign by any means and it's not going to be very close to the road or intersection there at 412. It's actually going to be set back about 20 feet. It is going to be a directional sign. It is there to let folks know in the community who are moving here for a job in Springdale that there is you know, opportunities down the road se habla espanol, you know come down check us out we provide affordable housing. It is going to be temporary.

Ms. Christie: It is 4 by 8?

Mr. Williams: Yes

Mr. Parsley: This will be a call for the vote.

Mr. Arthur: When we do these, can I ask another question.

Mr. Parsley: Yes, absolutely.

Mr. Arthur: Are we in the position to be able to put a time parameter on this? I mean, 4 months, 5 months, 8 months?

Ms. Christie: Sarah?

Ms. Christie: We normally don't do a variance with a time frame.

Ms. Sparkman: Normally you don't but I don't see an issue with it though.

Ms. Christie: We could do a variance with a sunset clause that it has to be removed by a certain time?

Ms. Sparkman: I don't think you are going to run into any issue with that.

Ms. Christie: So we could set for a variance for that sign to be located and removed no later than March 1, 2016. Does that work?

Mr. Williams: That works for me.

Ms. Christie: That's assuming it passes but that's to set a time frame.

Mr. Arthur: Right for a year time frame. That's what you just said, correct?

Ms. Christie: Yes, it has to be removed no later than March 1, 2016.

Ms. Haney: That may be something that Ordinance committee needs to look at; permitting how many off site signs can be on a person's property. You could end up, if that property allows 5 other people to put their signs there, you could have 10 or 15 signs on one.

Ms. Christie: The ordinance does not allow for off-site signs right now, period. They have to come in and ask every time.

Ms. Haney: That's right; but if you allow this one then how can you not allow another person unless if there is some other limitations?

Ms. Christie: At the same location you can say no it's already got a sign you can't put another one there.

Mr. Dunn: I have a question, on your property here, it's only going to be you, Rausch Coleman, building houses there.

Mr. Williams: Yes.

Mr. Dunn: That would eliminate a lot of signage because of the fact that other contractors will not be building houses there.

Ms. Christie: You own all the lots then in the subdivision?

Mr. Williams: I think there are a few houses there from Crye Leike. I believe that is the only other developer, but we have purchased the remaining lots and we do own the remaining lots. There will not be anyone else developing on that property.

Ms. Christie: Unless you decide to see some to another builder.

Mr. Williams: That would not be up to me.

Ms. Christie: But you can't tell me it won't happen either, can you?

Mr. Williams: I'm pretty sure it won't.

Ms. Christie: You are pretty sure it won't but if somebody came in and offered you enough money, it will happen.

Mr. Williams: I cannot guarantee that we would not.

Ms. Christie: Can you put in here if you sell a lot the sign goes away?

Mr. Williams: If we sell a lot? One lot?

Ms. Christie: Sure.

Mr. Williams: Oh you mean to another builder?

Ms. Christie: To another builder, yes. If you sell a lot to another builder the sign has to come down.

Mr. Williams: Sure, I will go that far and say if we do sell another lot to another developer then we will remove our signage.

Ms. Christie: Mike that means if somebody else beside them comes to get a building permit the sign goes.

Mr. Williams: We hope to sell them all to families.

Ms. Christie: We are saying that if someone beside Rausch Coleman comes to get a building permit for one of those lots, then the sign has to go.

Mr. Williams: Yes, agreed.

Mr. Chamlee: As we make that statement as Justin said, I'm pretty sure Riggins has some lots in there right now. They have not built on them yet.

Ms. Christie: That's why I asked that question, because I thought Riggins had lots too.

Mr. Williams: I've been on the job with Rausch Coleman Homes for all of a month. I apologize for not knowing who all else has lots on the property. This is news to me.

Mr. Chamlee: I do believe that Rausch Coleman probably has the majority of them or some kind of agreement with the bank to finish them out. What they are asking for is not without precedent. We have this same thing with Mr. Taldo with Tuscany Subdivision

and Mr. Pendergraft with Vincenza Village. The sunset clause is a wonderful thing if we can do this within a year you all will be built out. The sign on the north side of Friendship, I think you all had mentioned that. Justin and I talked just last week and they will be removing that one. That will only leave the banner on the fence and the other free standing sign they have outside now which will allow construction sign or a real estate type sign without any problems. This is really not that far out, as long as it is limited. It would be up to this body to be sure that these variances weren't carried away. It does make it tough on you, I understand. It has happened in the past.

Mr. Parsley: I have do have two comments before we do a call for the vote on this; one of them is, is that there are a lot of stipulations that we are adding to this and it is just one. I think you were kind of alluding to that earlier. I mean, when we have multiple like this it becomes a big responsibility for the city to have to manage on that. My other comment is, and you can take this back to Rausch Coleman, on here is Rausch Coleman has come before us with several things before. With all due respect as far as you being new to the job, it is almost as if it is an assumption that this is just going to pass on this. We have other things from Rausch Coleman before assuming that things are going to pass. One of them was, is that they build a house, and the driveway was not how it needed to be as far as the slope and they went ahead and built it out; and it didn't pass; as far as what their request was for the variance. If Rausch Coleman going to be a responsible business in this area, I would just ask that there is better representation; that they come to the Planning Commission as far as for these types of requests in the future. That is just my request, it has been an opportunity, they have had a lot of controversy as far as other subdivisions and with some of the existing property owners. This just kind of adds to it. That's just my comments as far as for Rausch Coleman going for it in there.

Mr. Williams: That alright, I understand.

Mr. Parsley: No disrespect as far as to you as far being new to the job. I just think that it is important for you to understand as far as how things have been presented before.

Mr. Williams: That is good to know and I appreciate your letting me know that. In future cases, I'll come with some folks who have a little bit better understanding of the past history with Springdale and Rausch Coleman.

Mr. Parsley: I appreciate it.

Mr. Covert: Call for the vote.

Mr. Parsley: Call for the vote by Mr. Covert.

Mr. Arthur: With what we put on it; is that correct? The one year and all that, is that correct.

Mr. Parsley: And if they sell a lot to another developer, the sign comes down.

Ms. Pounders: Covert: No, Gaines: No, Haney: No, Miller: No, Parsley: No, Powell: No, Arthur: Yes Compton: No, Dunn: No

Mr. Parsley: It fails 8 to 1.

Ms. Christie: The variance can be appealed to the City Council because it is a sign ordinance. You can file your appeal with the City Clerk's office. I don't know if has the same fifteen (15) day requirement that the others do; Sarah do you know?

Ms. Sparkman: It is the same requirement.

Ms. Christie: You have to file your appeal with the City Clerk within 15 days.

Mr. Williams: O.K. Thanks guys.

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Public hearing sign posted:      /      / 2015  
 Public hearing sign posted by: CS  
 (S) Public Hearing Sign Location



Feet  
 0 100 200  
 [Scale bar showing 0, 100, and 200 feet increments]

**FILE NUMBER: B15-05**  
**APPLICANT: RC EASTVIEW, LLC.**  
**VARIANCE REQUEST: OFF-SITE SIGN**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/3/2015**

**RESOLUTION NO. 167-14**

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

**WHEREAS**, Noah Carter has been a dedicated employee of the Springdale Fire Department since March 6, 2012, and

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

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

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

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

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

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

**PASSED AND APPROVED** this 24<sup>th</sup>, day of March, 2015.

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

ATTEST:

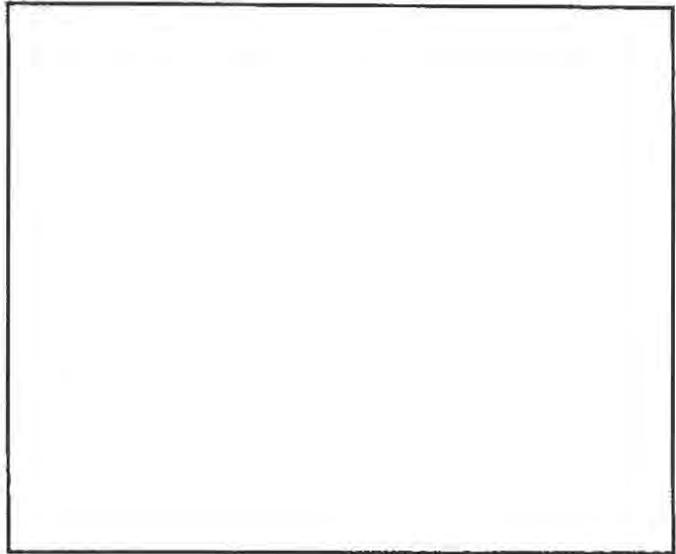
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

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

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

**AN ORDINANCE RELEASING,  
VACATING, AND ABANDONING A  
UTILITY EASEMENT LOCATED ON  
PROPERTY IN SPRINGDALE,  
WASHINGTON COUNTY, ARKANSAS  
TO DECLARE AN EMERGENCY AND  
FOR OTHER PURPOSES.**



**WHEREAS, Fadil Bayyari Revocable Trust petitioned the City Council for the City of Springdale, Arkansas, to release, vacate and abandon a utility easement more particularly described in Section 1 below;**

**WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council on March 24, 2015, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;**

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

**Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:**

**Part of the SW/4 of the NW/4 of the NW/4 of Section 3, Township 17 North, Range 30 West, Washington County, Springdale, Arkansas, being more particularly described as follows:**

**Commencing at the SW corner of said SW/4 of the NW/4 of the NW/4, thence North 461.52 feet, thence N 89°39'18" E 297.21 feet, thence South 61.86 feet, thence N 89°35'55" E 227.52 feet to the Point of Beginning, N 0°24'05" W 5.00 feet, thence N 89°35'55" E 20.00 feet, thence S 0°24'05" E 10.00 feet, thence N 89°35'55" E 104.97 feet to the East property line, thence along said line South 20.00 feet, thence S 89°35'55" W 124.82 feet, thence N 0°24'05" W 25.00 feet to the Point of Beginning.**

**A survey showing the property abandoned is hereby incorporated by reference.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of March, 2015.

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

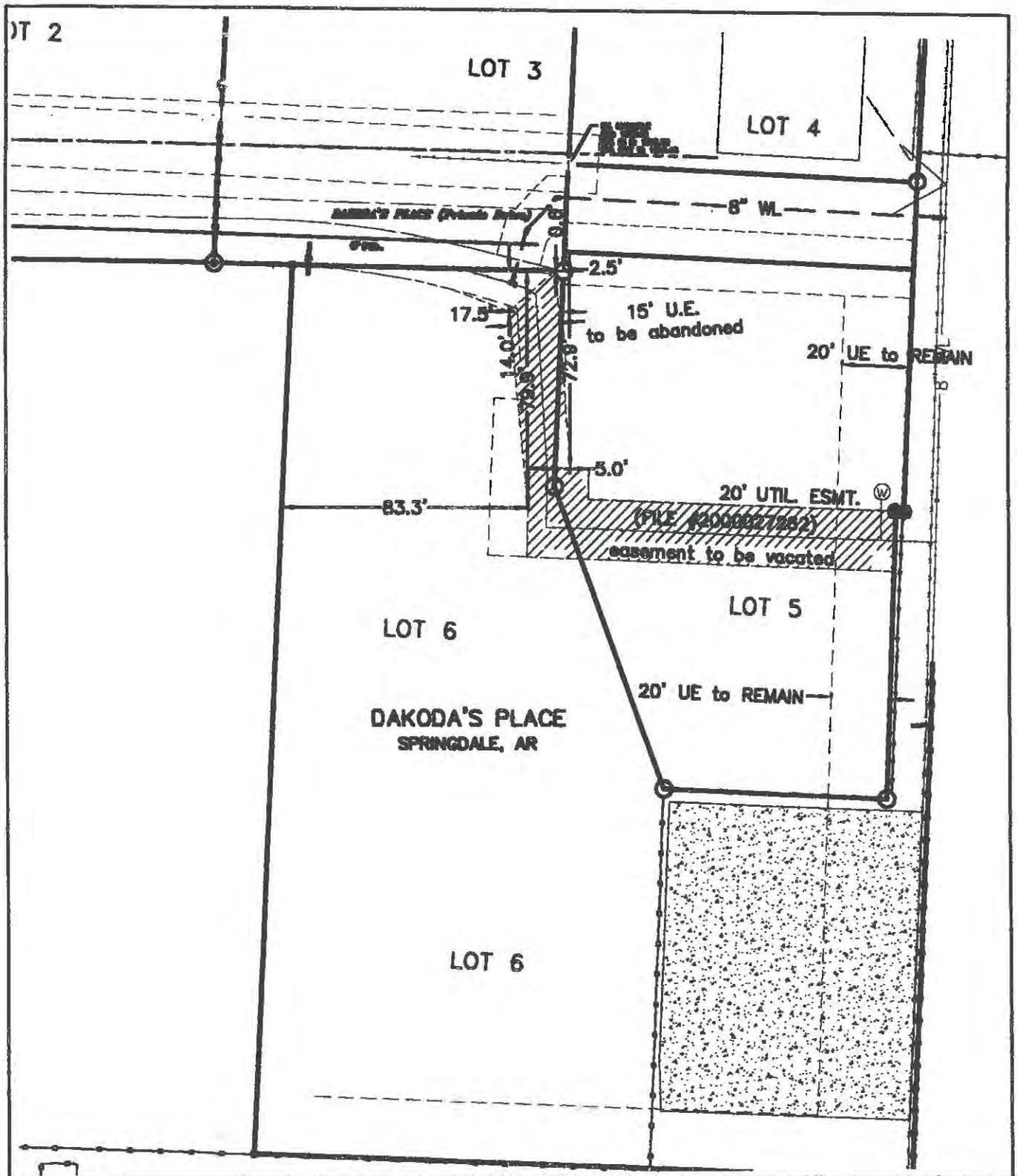
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT "A"



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

**A RESOLUTION EXPRESSING SUPPORT FOR SENATE BILL 37 "AN ACT TO AMEND THE LAW CONCERNING NONCONSENT TOWING; TO REQUIRE CITIES AND COUNTIES TO REGULATE CERTAIN TOWING SERVICES" IN THE STATE OF ARKANSAS 90<sup>TH</sup> GENERAL ASSEMBLY.**

**WHEREAS**, the rates charged by towing companies engaged in the nonconsensual towing, removal, or storage of vehicles in the City of Springdale, Arkansas, vary from company to company;

**WHEREAS**, the citizens of the City of Springdale, Arkansas, are often forced to pay exorbitant amounts associated with the nonconsensual towing, removal, or storage of a vehicle;

**WHEREAS**, Arkansas law does not currently provide a mechanism whereby the City of Springdale, Arkansas, can adopt regulations and procedures concerning the reasonable charge for the nonconsensual towing, removal, or storage of a vehicle by a towing company doing business in the City of Springdale, Arkansas;

**WHEREAS**, there is legislation currently pending in the Arkansas Senate, known as Senate Bill 37, which would create the legal authority for cities and counties in the State of Arkansas to adopt regulations and procedures related to the nonconsensual towing, removal, or storage of vehicles;

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Senate Bill 37 becomes law in the State of Arkansas.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Council for the City of Springdale, Arkansas, hereby expresses its support for Senate Bill 37, and hereby requests that the Arkansas General Assembly pass Senate Bill 37, that the Arkansas Governor sign it into law, and that a copy of this Resolution be sent to the Arkansas Bureau of Legislative Research for dissemination to the elected members of the 90<sup>th</sup> General Assembly.

**PASSED AND APPROVED** this 24th day of March, 2015.

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

ATTEST:

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

APPROVED:

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

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

**AN ORDINANCE DESIGNATING THE SPRINGDALE DISTRICT COURT CLERK AS THE OFFICIAL RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THE DISTRICT COURT FOR THE CITY OF SPRINGDALE, ARKANSAS.**

WHEREAS, Ark. Code Ann. § 16-13-709 provides that the City must designate the official primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas; and

WHEREAS, the City Council finds it is appropriate to designate the District Court Clerk of the City of Springdale, Arkansas as the official responsible for the collection of fines assessed in District Court for the City of Springdale, Arkansas.

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

**Section 1.** The Springdale District Court Clerk is hereby designated as the person primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas.

**Section 2.** That all ordinances previously enacted in conflict with this ordinance are hereby repealed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

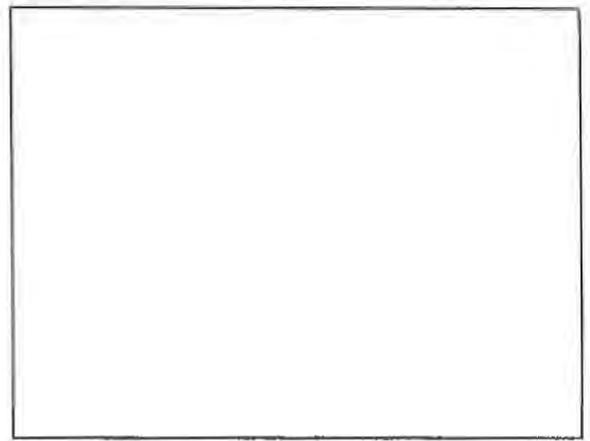
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

**AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO INSTITUTIONAL DISTRICT (P-1) AND DECLARING AN EMERGENCY:**

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 3, 2015 for hearing the matter of a petition of Temple Baptist Church requesting that the following described tract of real estate be zoned from Low/Medium Density Single Family Residential District (SF-2) to Institutional District (P-1).

**Layman's Description: 2987 Cambridge Street**

**Legal Description:** Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Eleven (11) in Township Seventeen (17) North, of Range Thirty (30) West described as follows: Beginning at the Southeast corner of said 40 acre tract, and running thence West 859.55 feet to East line of a county road; thence North 1° 44' East with the East line of said road 782 feet; thence South 89° 38' East 200 feet; thence North 1° 44' East 198 feet; thence South 89° 38' East 265.1 feet; thence South 16° 40' East 45.7 feet; thence following a 35.81° curve 201.1 feet; thence South 88° 40' East 222.4 feet; thence South 821.2 feet to the point of beginning, containing 19.468 acres.

**AND WHEREAS**, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Density Single Family Residential District (SF-2) to Institutional District (P-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Low/Medium Density Single Family Residential District (SF-2) to Institutional District (P-1).

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

**SECTION 3: EMERGENCY CLAUSE:** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015**

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

**ATTEST:**

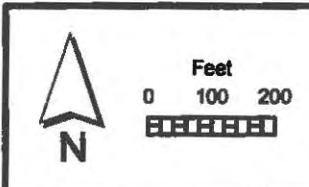
\_\_\_\_\_  
Denise Pearce, City Clerk

**APPROVED AS TO FORM:**

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



Public hearing sign posted:    /    / 2015  
 Public hearing sign posted by: CS  
 (S) Public Hearing Sign Location



**FILE NUMBER: R15-08**  
**APPLICANT: TEMPLE BAPTIST CHURCH**  
**REZONING REQUEST: FROM SF-2 TO P-1**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/3/2015**

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

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
3020 WEST HUNTSVILLE AVENUE AS SET FORTH IN  
ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on March 3, 2015, on a request by Naan Eo Emman (Good News) for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

**WHEREAS**, following the public hearing the Planning Commission by a vote of Nine (9) yes and zero (0) no recommends that a conditional use be granted to Naan Eo Emman (Good News) for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – **Must provide a shared parking agreement.**

**Must comply with the noise ordinance**

**Days and times of operation:**

**Monday & Tuesday – 10:00 a.m. to 11:00 a.m. & 6:00 p.m. to 7:00 p.m. Prayer meeting**

**Wednesday - No meetings**

**Thursday – 6:00 p.m. to 7:00 p.m. Women only**

**Friday – 6:00 p.m. – 7:00 p.m. Youth**

**Saturday – 9:00 a.m. to 10:00 p.m. Men Fellowship**

**Sunday – 11:00 a.m. and 6:30 p.m.**

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions –

**Must provide a shared parking agreement.**

**Days and times of operation:**

**Monday & Tuesday – 10:00 a.m. to 11:00 a.m. & 6:00 p.m. to 7:00 p.m. Prayer meeting**

**Wednesday - No meetings**

**Thursday – 6:00 p.m. to 7:00 p.m. Women only**

**Friday – 6:00 p.m. – 7:00 p.m. Youth**

**Saturday – 9:00 a.m. to 10:00 p.m. Men Fellowship**

**Sunday – 11:00 a.m. and 6:30 p.m.**

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

ATTEST:

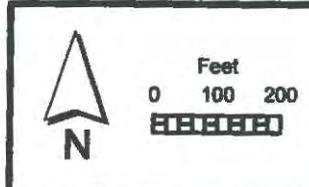
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

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



Public hearing sign posted: 1/1/2015  
 Public hearing sign posted by: CS  
 Public Hearing Sign Location



**FILE NUMBER: C15-01**  
**APPLICANT: NAAN ED EMMAN**  
**CONDITIONAL USE REQUEST: USE UNIT 42 -**  
**CHURCH**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/3/2015**

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

**A RESOLUTION APPROVING A CONDITIONAL USE  
NORTH OF 3952 GRIMSLEY ROAD AS SET FORTH IN  
ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on March 3, 2015, on a request by Smith Communications, LLC for a Use Unit 33 ( Self-supporting tower, or antenna structure or monopole) in an Agricultural District (A-1).

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine ( 9) yes and zero (0) no recommends that a conditional use be granted to Smith Communications, LLC for a Use Unit 33 ( Self-supporting tower, or antenna structure or monopole) in an Agricultural District (A-1) with the following conditions – No conditions set.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Smith Communications, LLC for a Use Unit 33 (Self-supporting tower, or antenna structure or monopole) in an Agricultural District (A-1) with the following conditions – No conditions set.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Public hearing sign posted:   /  /2015  
 Public hearing sign posted by: CS  
 Public Hearing Sign Location



 Feet 0 100 200 	<b>FILE NUMBER: C15-02</b> <b>APPLICANT: SMITH COMMUNICATIONS</b> <b>CONDITIONAL USE REQUEST: USE UNIT 33 -</b> <b>SELF SUPPORTING TOWER OR MONOPOLE</b>	<b>CITY OF SPRINGDALE</b> <b>PLANNING OFFICE</b> <b>PLANNING COMMISSION MEETING</b> <b>3/3/2015</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
5299 CALLAHAN MOUNTAIN ROAD AS SET FORTH IN  
ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on March 3, 2015, on a request by D & K Investments, LLC for a Tandem Lot split in an Agricultural District (A-1).

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a conditional use be granted to D & K Investments, LLC for a tandem lot split in an Agricultural District (A-1) with the following conditions – None set.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to D & K Investments, LLC for a tandem lot split in an Agricultural District (A-1) with the following conditions – None set.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

ATTEST:

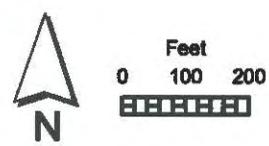
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

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



Public hearing sign posted:    /    / 2015  
 Public hearing sign posted by: CS  
 (S) Public Hearing Sign Location



**FILE NUMBER: C15-03**  
**APPLICANT: D & K INVESTMENTS**  
**CONDITIONAL USE REQUEST: TANDEM LOT SPLIT**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/3/2015**

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

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
THE SOUTHWEST CORNER OF 56<sup>TH</sup> STREET AND BOB  
MILLS ROAD AS SET FORTH IN ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on March 3, 2015, on a request by Dusty and Veronica Graham for a Tandem Lot Split in an Agricultural District (A-1).

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a conditional use be granted to Dusty and Veronica Graham for a tandem lot split in an Agricultural District (A-1) with the following conditions – No conditions set.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Dusty and Veronica Graham for a tandem lot split in an Agricultural District (A-1) with the following conditions – No conditions set.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



Public hearing sign posted: / / 2015

Public hearing sign posted by: CS

**S** Public Hearing Sign Location



Feet  
0 100 200  
[Scale bar]

**FILE NUMBER: C15-04**  
**APPLICANT: DUSTY & VERONICA GRAHAM**  
**CONDITIONAL USE REQUEST: TANDEM LOT SPLIT**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**3/3/2015**

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

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS**

**WHEREAS**, the City of Springdale understands Federal-aid Transportation Alternative Funds are available at 80% federal participation and 20% local match to develop or improve **The Pride of Springdale Trail**, and ;

**WHEREAS**, the City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and;

**WHEREAS** this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.;

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

**SECTION I:** The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

**SECTION II:** The City of Springdale's Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

**SECTION III:** The City of Springdale, City Council pledges its full support and hereby authorizes the City of Springdale to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR CONSULTANT SERVICES WITH H3 STUDIO FOR THE EXPANDED DOWNTOWN ECONOMIC/REVITALIZATION MASTER PLAN**

**WHEREAS**, the adopted Downtown Economic/Revitalization Master Plan focused on a linear development of Spring Creek through the downtown with the Razorback Greenway; and

**WHEREAS**, it is the desire of the City and the Downtown Springdale Alliance to expand the adopted Master Plan to include the area designated as the expanded Downtown District that will feature a viable mix of residential, commercial, retail, dining, entertainment, medical and public space uses in a walkable environment that enhances Springdale's economy, quality of life, and sense of place; and

**WHEREAS**, the Expanded Downtown District is established to be the area bounded by Huntsville Avenue on the north; Highway 265 or Old Missouri Road on the east; Watson Avenue, Quandt Avenue and Caudle Avenue on the south; and, Highway 71 or Thompson Street on the west; and

**WHEREAS**, it is anticipated that the Expanded Downtown Economic/Revitalization Master Plan will include the creation of an urban design vision for the area, land development regulations, public space development, guidance for transportation and utility infrastructure, steps for neighborhood preservation, economic development strategies necessary to support the desired vision, and will establish a regulatory framework to guide future private investment; and

**WHEREAS**, the procurement process for professional services, as outlined in state law, has been completed and the firm of H3 Studio has been selected for the Expanded Downtown Economic/Revitalization Master Plan; and

**WHEREAS**, the Downtown Springdale Alliance has approved a grant to the City in the amount of \$60,000 for the Expanded Downtown Economic/Revitalization Master Plan along with additional resources for staff support, materials and other costs that may arise.

**NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE DOWNTOWN ALLIANCE, that**

1. The Mayor and City Clerk are hereby authorized accept a \$60,000 grant from the Downtown Springdale Alliance for the development of an Expanded Economic/Redevelopment Downtown Springdale Master Plan.
2. The Mayor and City Clerk are hereby authorized to finalize negotiations and enter into an agreement with H3 Studio for the Expanded Economic/Redevelopment Downtown Springdale Master Plan in an amount not to exceed \$150,000, with the City's portion of the cost being \$75,000 from Capital Improvement Funds and \$15,000 from the 2015 General Fund budget funds set aside for Downtown Springdale.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**AN ORDINANCE AMENDING CHAPTER 102-2 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to solid waste, trash, and bulky waste in the City of Springdale, Arkansas; and

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the bulky waste regulations be amended to limit certain items, and to address those items containing Freon or other refrigerants; and

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, to amend the definition of bulky waste in Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, to incorporate these needed changes.

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

**Section 1:** Section 102-2 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 102-2. Authorized Collectors.**

All residents and business establishments of the city which generate less than two cubic yards of solid waste per week shall use the residential contract service that has been awarded by the city. Those who generate two cubic yards or more of solid waste per week shall contract with a licensed private collector for industrial and commercial collection who meets all city requirements. Residents shall not negotiate solid waste services other than those arranged by the city and shall not opt to assume the responsibility of disposal for themselves.

(1) *Residential and business establishments which generate less than two cubic yards of solid waste per week; franchise; fee.* The city grants to the private solid waste contractor the exclusive right and obligation to provide solid waste collection services for residential and business establishments within the city boundaries, present and future, which generally and typically generate less than two cubic yards of solid waste per week (such establishments being referred to as "units"). The terms of such exclusive franchise shall be in accordance with the provisions of such sanitation contract between the private solid waste contractor and the city. No other person or entity except such contractor shall be permitted to convey or transport solid waste for units generating less than two cubic yards of solid waste per week, within the city. Such contractor shall pay the city a franchise fee for the privilege of doing business in the city pursuant to such contract.

(2) *Commercial/industrial contracts requirements; license fee.* Private collectors may execute agreements for the collection of solid waste from any unit in the city where the generator typically and generally generates two cubic yards or more of solid waste per week. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with commercial/industrial units for the collection of such solid waste.

(3) *Multiple residential units.*

(a) The owner(s) of each multiple residential unit shall be required to combine trash streams into a consolidated container or "dumpster" capable of handling the multiple residential unit's waste stream. Multiple residential units shall be serviced through the common owner with a private collector. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with multiple residential units for the collection of such solid waste.

(b) Subject to the following, the owner of a multiple residential unit with six (6) or fewer dwelling units may elect not to combine trash streams, and may instead contract with a private collector to provide service utilizing individual trash receptacles.

(i) the owner of such multiple residential unit shall submit a written plan with the Community Engagement Division of Public Works indicating how compliance with Section 102-4 and 102-5 will be achieved, and indicating how the individual trash receptacles will otherwise be stored out of view from a public street;

(ii) the Community Engagement Division will maintain a record of those multiple residential units with six (6) or fewer dwelling units that have opted not to combine trash streams; and

(iii) any violation of Section 102-5, or any violation of the plan submitted to the Community Engagement Division, will result in any multiple residential unit with six (6) or fewer dwelling units being required to combine trash streams into a consolidated container or "dumpster" pursuant to Section 102-2(3)(a).

**Section 2:** All other provisions of Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

**Section 3: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

## Multi Residential Unit Solid Waste Plan

Please fill out both sides

Location of Property \_\_\_\_\_

Number of Units \_\_\_\_\_

Property Owner \_\_\_\_\_ Contact # \_\_\_\_\_

Property Owner Email \_\_\_\_\_

Manager \_\_\_\_\_ Manager Contact # \_\_\_\_\_

Manager Email \_\_\_\_\_

Approved Residential Contract Service \_\_\_\_\_

Weekly Collection Day \_\_\_\_\_ Contract Length \_\_\_\_\_ Yr(s)

Explanation of Placement of containers for pickup

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of Placement of containers for resident access

Side of building	East	West	Front	Back
Screening	Yes	No		
Recycling Offered	Yes	No		

Working Together to Foster a Healthy, Safe and Attractive Springdale

**Details of Bulky Waste Removal Plan**

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**Other Discussion Notes**

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**Please include an aerial photo of your property with the location of the proposed trash containment marked.**

\_\_\_\_\_  
**Community Engagement Employee**

\_\_\_\_\_  
**Date Plan Received**

\_\_\_\_\_  
**Property Owner/Manager**

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

**A RESOLUTION AUTHORIZING A CONTRACT  
FOR EMS BILLING AND AMENDING THE 2015  
BUDGET**

**WHEREAS**, the Fire Chief advertised and solicited proposals for EMS billing, and

**WHEREAS**, after reviewing the proposals received, the Fire Chief has recommended contracting with Credit Bureau Systems doing business as Ambulance Medical Billing for this service, and

**WHEREAS**, the fee for this service is 4.15% of net collections and is estimated to be about \$60,000 per year, and

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

**Section 1:** the 2015 General Fund budget is amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Revenue	10106013420000	Ambulance Fees	1,390,000	60,000		1,450,000
Fire	10106014224010	Professional Services	32,000	60,000		92,000

**Section 2:** the Mayor and City Clerk are hereby authorized to execute a contract with Credit Bureau Systems doing business as Ambulance Medical Billing for EMS billing and collecting.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Springdale Fire Department

March 2, 2015

Mayor Sprouse;

We have completed our review of the Requests for Proposals (RFP's) for our third party billing with EMS. We received two RFP's and reviewed both of the proposals which both covered the RFP sent out pretty well. Both companies come with good references from those that use them.

At this time, and based on the research that we have completed, I would like to recommend that the city consider choosing Ambulance Medical Billing (AMB) to begin our billing of all EMS calls for the Springdale Fire Department and the city dba Springdale Ambulance Service.

As you are aware, we cannot keep up with the call volume increase with our current staffing which means we will need to ask to hire another person very soon. We also have a big issue with billing late due to our call volume which is hindering our ability to get invoices out in a timely manner thus insuring that we can get the maximum payment possible. We have more than doubled our call volume and billing with no additional staffing.

Another issue to consider is that of liability. Since the changes with the Affordable Health Care Act, and the constant Medicare and Medicaid rules changing as frequently as they do, we are simply not certain that the staff is as up-to-date as they need to be. One is the conferences are very cost prohibitive, as well as losing one of the staff to constantly update on the changes would put us even further behind. We will no longer take on the risk of wrongful billing if we move to a third party billing company.

We should see this as a cost neutral endeavor, as most say they will increase our collections enough to offset the costs of the service. That is not a guarantee, however, past experience shows that AMB has shown all of their current clients with at least a 10%



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.

# Springdale Fire Department

increase in revenue. They are now serving over 100 EMS clients across the US. The current RFP states that they will perform our third party billing services for 4.15% of collected revenue, which includes an all-inclusive turnkey billing solution-guaranteed for a period of two years from the initial date of the contract, with the ability for a two year extension.

I would recommend that this be moved to the Fire and Police Committee for the next committee meeting if you will support this request. Again, I believe this is a smart move for the Springdale Fire Department as well as the City of Springdale.

We would then like to change job assignments with our staff to better serve the needs of the department, with much of their assignment moved away from billing and into our Prevention Bureau to help with filing, computer entry as well as inspection tracking and a new self-inspection system follow-up so that we can ensure that we are doing our best to limit our exposure to fire within our commercial establishments.

I appreciate your time and thought into this proposal, and please do not hesitate to contact me if you should have any questions. I have two copies of the RFP if you feel the need to share that with anyone. Thank you again for your time and consideration.

Mike Irwin  
Chief  
Springdale Fire Department



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.

## AMB - MARS SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made between City of Springdale dba Springdale Ambulance Service, Inc. ("CLIENT"), and Credit Bureau Systems ("CBS"), doing business as Ambulance Medical Billing ("AMB"). This Agreement will be effective for Services (as defined below) beginning on the \_\_\_ day of \_\_\_, 2015 (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and AMB agrees as follows:

1. **Services.** AMB will apply its best efforts to obtain reimbursement for CLIENT's charges for all services ("Services") rendered on or after the Effective Date, during the Term of this Agreement as defined herein, through billing of patients and third party payers and the management of CLIENT's accounts receivable (the "Services"). During the Term of this Agreement, AMB will be the sole provider of the Services to CLIENT. See attached Addenda 1 and 2 for additional services, which will be considered to be Services as defined above.
2. **Term.** The initial term of this Agreement will be for two (2) years (the "Initial Term") from the Effective Date. Renewal of this agreement for a successive two (2) year term shall require the execution of a new agreement between the parties. Notwithstanding the foregoing, this Agreement can be terminated by the CLIENT at any time, for any reason during the Initial Term.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay AMB monthly, a base fee of 4.15% per month of net collections (the "Base Fee") during the initial two (2) year term.

Net collections shall be defined as the total sum of all monies collected by AMB for all services rendered by CLIENT.

Notwithstanding the foregoing, in the event that:

In addition to the Base Fee, CLIENT will reimburse AMB:

- a) In the event that CLIENT contracts for the additional service of assistance with collecting existing accounts receivable, AMB will provide a separate proposal and fee quotation that will apply to those services.

CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from AMB. AMB will have the right to withhold any and all funds necessary to keep CLIENT's debt within 90 days should CLIENT not pay AMB for services rendered on invoices reaching 90 days and beyond. Notwithstanding anything to the contrary in this Agreement, AMB will have the right to terminate this Agreement immediately if CLIENT defaults on its payment

obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after AMB delivers written notice of such default to CLIENT.

4. **Bank Account and Treasury Process.** A bank account or lockbox will be maintained in the name of CLIENT at a bank approved by CLIENT and all cash receipts will be directed into the bank account by AMB, or into a lockbox account, at the election of the CLIENT. AMB will have no signatory or ownership rights in the bank account and will have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility for any bank errors or omissions.

AMB processes ACH deposits nightly via electronic transfer, which does not require the use of a lockbox. If a lockbox is requested, all associated fees are to be paid by the CLIENT.

5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Services to provide to AMB with accurate and complete demographic information, at no cost to AMB ("Demographic Information"). CLIENT acknowledges that AMB will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB.

AMB will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by AMB. AMB will indemnify and hold harmless CLIENT against any damages or liabilities incurred by CLIENT, its employees or contractors arising out of the failure of AMB's knowing or willful violation of aforementioned laws and regulations.

The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

6. **Confidentiality of CLIENT Information.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required or as otherwise provided herein .

CLIENT agrees that it will not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by AMB to provide the Services or any

information about AMB's fees, operations, business methods or strategies except as required by law (AMB's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party affirms that it will at all times have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that complies with the foregoing and that such Confidentiality Agreement(s) shall survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of AMB.

7. **Software and Proprietary Information.** AMB affirms that it will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT will be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. AMB further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location that no CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT Date; or, b.) CLIENT has given approval of such data deletion.

It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, AMB will:
- a) continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the termination date("Existing Accounts Receivable");

- b) CLIENT expressly agrees to cooperate and assist AMB with its performance during the Wind Down Period and will timely report, or cause to be reported, all payment applicable to the Existing Account Receivable for which AMB is responsible.
  - c) at the end of the Wind Down Period, discontinue performing Services as to CLIENT's Existing Accounts Receivable;
  - d) deliver to CLIENT, after and conditioned upon full payment to AMB of all undisputed fees owed to AMB by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables
  - e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, AMB shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with AMB for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by AMB after the date of termination at CLIENT's additional expense.
9. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.
10. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered to AMB, Attention: President, if to AMB; and, Attention: President and Treasurer if to CLIENT.
11. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws and statutes of the State of Arkansas. In the event of disputes, it is agreed that all matters shall be tried in the venue and jurisdiction of Springdale, Arkansas.
12. **Disputes.** Any dispute arising under this agreement may be resolved by the parties in a judicial forum or, if the parties agree, by arbitration, according to mutually agreed rules.
13. **Indemnification.** AMB will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB failure to strictly comply with this Agreement, or its negligence

and/or intentional acts which cause damages in performing its duties and obligations under this Agreement.

CLIENT will indemnify, defend (including providing a legal defense and paying all reasonable attorneys' fees and reasonable litigation expenses) and hold harmless, AMB, its officers, directors, shareholders, employees and contractors, against any damages or liabilities (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of CLIENT'S failure to strictly comply with this Agreement, or its negligence and/or its intentional acts which cause damages in performing its duties and obligations under this Agreement.

14. **Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this Agreement shall be construed to create an employment relationship between either party or its members.
15. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance, Fidelity Bond insurance with a policy limit of no less than \$250,000, and Errors and Omissions insurance with a policy limit of no less than \$3,000,000. AMB shall give CLIENT timely notice of the cancellation or lapse of any of the above policies and AMB agrees that such lapse or cancellation shall be deemed Cause for immediate termination of this Agreement. CLIENT may elect to be a named insured on the above policies, subject to CLIENT's payment of any additional premiums that may apply.
16. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to AMB by CLIENT. Any inspection performed shall be governed by the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection.  
  
In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.
17. **Force Majeur.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events

shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.

**18. Miscellaneous.**

- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
- b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services.
- c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 19 (d) below.
- d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party. If, after sixty (60) days of any merger or business combination, CLIENT or AMB determines, in its good faith belief, that the successor party is not meeting its obligations under this Agreement, then such a termination of this Agreement shall be for Cause as defined herein.
- e) Any amendments or changes to this Agreement will be in writing and will not be effective until executed by both parties.
- f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

AMB

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY**

**In performance of their duties for the collection of reimbursement for services rendered by CLIENT, AMB shall:**

1. Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to: CPT-4, HCPCS, ICD-9 CM, and ICD-10 coding schemes.
2. Issue bills to individuals for all self pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLIENT will be given limited discretion regarding the wording to appear on bills and letters.
3. Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs, for at least 12 months (12) individual months in Year 1 of this agreement and three (3) month per year thereafter. The goal of this monitoring is to assure that greater than 98% of all billable services are processed for billing. In the event that an audit produces less than 98% reconciliation, corrective steps will be initiated and monthly audits will be performed until 98% reconciliation is achieved. CLIENT, at its' own expense, may conduct additional audits at any time.
4. Submit claims electronically to all third party payers capable of accepting claims in electronic format.
5. Prepare and deliver month-end reports of the billing performance and practice statistics in no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.
6. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
7. AMB shall provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by AMB, shall:**

1. Identify one administrative and one clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or their selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon AMB's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by AMB.
2. CLIENT warrants that AMB may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. As part of preparing a service report, CLIENT providers will apply their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. AMB shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate.
4. CLIENT will assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.
5. CLIENT will provide AMB with timely notice (sixty [60] days in advance) of the expected addition or reduction of services in order for AMB to have adequate time to perform its duties under the agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.
6. It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB will follow written billing policies and procedures for the practice that will serve as the foundation of a practice Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement and shall be consistent with AMB's Compliance Plan.
7. CLIENT will provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from AMB.
8. Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund

checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.

9. CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in physician enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
10. CLIENT shall give AMB timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

## **ADDENDUM 2: COMPLIANCE**

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

1. At least once each quarter the parties will meet to discuss compliance and review their respective past and planned compliance activities.
2. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
3. Each party agrees that their counterpart may review their Compliance Program upon request.
4. Each party agrees to conduct appropriate background checks on all employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority.
5. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
6. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  - a) Improper waiver of charges, deductibles and copayments;
  - b) Upcoding, unbundling, serial reporting and other coding violations;
  - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
  - d) Failure to repay overpayments or untimely refund of overpayments;
  - e) Seeking duplicate payment for the same service and/or from the same source;
  - f) Failure to maintain proper records of current and prior billing;
  - g) Failure to protect the confidentiality of patient information;
7. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.

- 8. Each party specifically agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.**
  
- 9. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.**
  
- 10. It is expressly agreed that AMB has the right and duty to suspend submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.**
  
- 11. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.**

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

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

**WHEREAS**, the Police Department has received drug seizure funds that have not been appropriated; and

**WHEREAS**, the Police Chief has requested that some of these funds be appropriated for replacement of the K-9 unit;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2015 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Expenses	46,000	14,200		60,200

**PASSED AND APPROVED** this 24<sup>th</sup> day of March, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

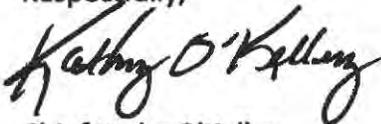
# MEMO

Date: 3/12/15  
To: Wyman Morgan  
From: Chief Kathy O'Kelley  
Re: Transfer of Funds

Wyman:

We are about 1 year away from the retirement of our current K-9, Xato. It is in our best interest to purchase another K-9 to replace Xato before he is taken out of service. This will allow new dog (Bosko) and the new handler to train and work with the current k-9 handler. I am therefore requesting a transfer of \$14,200.00 from the Asset Forfeiture fund Forfeiture #101-0501-331.20-00 to the Police Department budget, account#101-0501-421.70-21.

Respectfully,



Chief Kathy O'Kelley

## K-9 and Equipment List

1. K-9	\$9,500.00
2. Kennel	\$2,000.00
3. Vehicle transport/Window Guards	\$2,319.00
4. Misc: Leads, Harness, Collar	\$250.00
Total:	\$14,069.00