

CITY OF SPRINGDALE  
Committee Agendas &  
City Council Special Called Agenda  
Monday, November 3<sup>rd</sup>, 2014  
City Council Chambers  
City Administration Building  
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **A Discussion** regarding City Council members doing business with the City, presented by Ernest B. Cate, City Attorney. **Pg.'s 3-8**
2. **A Discussion** concerning Ordinance amending Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes presented by Ernest B. Cate, City Attorney. (This Ordinance is going before the Planning Commission in November) – Automotive Garages, Use Unit 22 (automotive services) and Use Unit 41 (automotive sales). **Pg.'s 9-11**
3. **A Resolution** recognizing the Children's Safety Center's "Children's Christmas Train" event as a city approved special event, presented by Ernest B. Cate, City Attorney. **Pg. 12**
4. **Tract 9** (3680 W. Don Tyson Parkway) owned by Robert and Adriana Conde presented by Ernest B. Cate, City Attorney.
  - a. A Resolution authorizing the settlement of a condemnation of land owned by Robert and Adriana Conde. **Pg. 13**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Robert and Adriana Conde located at 3680 W. Don Tyson Parkway on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 14**
5. **Tract 17** (3599 Hamm Lane) owned by Chad and Margaret Barber presented by Ernest B. Cate, City Attorney.
  - a. A Resolution authorizing the settlement of a condemnation of land owned by Chad and Margaret Barber. **Pg. 15**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Chad and Margaret Barber located at 3599 Hamm Lane on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 16**
6. **Tract 24** (3325 W. Don Tyson Parkway) owned by Charles D. Redding, Jr. presented by Ernest B. Cate, City Attorney.
  - a. A Resolution authorizing the settlement of a condemnation of land owned by Charles D. Redding, Jr. **Pg. 17**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Charles D. Redding, Jr. located at 3325 W. Don Tyson Parkway on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 18**
7. **A Resolution** authorizing the City Attorney to begin condemnation proceedings for the widening of Don Tyson Parkway, South 40<sup>th</sup> Street to Carley Road Project #12BPS3, presented by Ernest B. Cate, City Attorney. **Pg. 19**

8. **A Resolution** authorizing execution of a construction contract for clearing and grubbing for utility relocations associated with the 12BPS3; Don Tyson Parkway (40<sup>th</sup> Street to Carley Road) widening project and establishing the budget for said project, presented by James Breakfield, Staff Engineer. **Pg. 20**

**MAYOR CALLED A  
SPECIAL CITY COUNCIL MEETING**

**AGENDA**

Monday, November 3<sup>rd</sup>, 2014

9. **Tract 9** (3680 W. Don Tyson Parkway) owned by Robert and Adriana Conde presented by Ernest B. Cate, City Attorney.
- a. A Resolution authorizing the settlement of a condemnation of land owned by Robert and Adriana Conde. **Pg. 13**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Robert and Adriana Conde located at 3680 W. Don Tyson Parkway on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 14**
10. **Tract 17** (3599 Hamm Lane) owned by Chad and Margaret Barber presented by Ernest B. Cate, City Attorney.
- a. A Resolution authorizing the settlement of a condemnation of land owned by Chad and Margaret Barber. **Pg. 15**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Chad and Margaret Barber located at 3599 Hamm Lane on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 16**
11. **Tract 24** (3325 W. Don Tyson Parkway) owned by Charles D. Redding, Jr. presented by Ernest B. Cate, City Attorney.
- a. A Resolution authorizing the settlement of a condemnation of land owned by Charles D. Redding, Jr. **Pg. 17**
  - b. A Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Charles D. Redding, Jr. located at 3325 W. Don Tyson Parkway on the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project. **Pg. 18**
12. **A Resolution** authorizing the City Attorney to begin condemnation proceedings for the widening of Don Tyson Parkway, South 40<sup>th</sup> Street to Carley Road Project #12BPS3, presented by Ernest B. Cate, City Attorney. **Pg. 19**
13. **A Resolution** authorizing execution of a construction contract for clearing and grubbing for utility relocations associated with the 12BPS3; Don Tyson Parkway (40<sup>th</sup> Street to Carley Road) widening project and establishing the budget for said project, presented by James Breakfield, Staff Engineer. **Pg. 20**
14. **Adjournment** of City Council meeting – resume Committee meetings.

**Personnel Committee by Chairman Kathy Jaycox:**

15. *Tabled from October 20<sup>th</sup> Committee meeting:*
- A Resolution** amending Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, presented by Gina Lewis, Director of Human Resources. **Pg. 21**
16. **An Ordinance** to waive competitive bidding for furnishing of an Employee Assistance Program, presented by Gina Lewis, Director of Human Resources. **Pg.'s 22-27**

## A.C.A. § 14-42-107

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\*\*\* Legislation is current through the 2014 Fiscal Session and updates \*\*\*  
 \*\*\* received from the Arkansas Code Revision Commission through \*\*\*  
 \*\*\* July 2, 2014. \*\*\*

\*\*\* Annotations are current through April 28, 2014. \*\*\*

Title 14 Local Government  
 Subtitle 3. Municipal Government  
 Chapter 42 Government Of Municipalities Generally  
 Subchapter 1 -- General Provisions

**Go to the Arkansas Code Archive Directory**

A.C.A. § 14-42-107 (2014)

**14-42-107. Interest in offices or contracts prohibited.**

(a) (1) No alderman, member of any council, or elected official of a municipal corporation, during the term for which he or she has been elected or one (1) year thereafter, shall be appointed to any municipal office that was created or the emoluments of which have been increased during the time for which he or she has been elected except to fill a vacancy in the office of mayor, alderman, clerk, clerk treasurer, recorder, or recorder-treasurer.

(2) No alderman or council member shall be appointed to any municipal office, except in cases provided for in this subtitle, during the time for which he or she may have been elected.

(b) (1) No alderman, council member, official, or municipal employee shall be interested, directly or indirectly, in the profits of any contract for furnishing supplies, equipment, or services to the municipality unless the governing body of the city has enacted an ordinance specifically permitting aldermen, council members, officials, or municipal employees to conduct business with the city and prescribing the extent of this authority.

(2) The prohibition prescribed in this subsection shall not apply to contracts for furnishing supplies, equipment, or services to be performed for a municipality by a corporation in which no alderman, council member, official, or municipal employee holds any executive or managerial office or by a corporation in which a controlling interest is held by stockholders who are not aldermen or council members.

**HISTORY:** Acts 1875, No. 1, § 86, p. 1; C. & M. Dig., § 7520; Pope's Dig., § 9580; Acts 1963, No. 182, § 1; 1981, No. 485, § 1; A.S.A. 1947, § 19-909; Acts 2003, No. 1299, § 1; 2009, No. 403, § 1.

**NOTES: Amendments.**

The 2009 amendment inserted "except to fill a vacancy in the office of mayor, alderman, clerk, clerk-treasurer, recorder, or recorder-treasurer" in (a)(1).

ROGERS

**Sec. 2-469. - Authority of mayor and aldermen under certain circumstances.**

(a) The mayor and aldermen may conduct business with the city, as authorized by A.C.A. § 14-42-107 and sections and , under the following conditions: → > 20,000 - bidding

(1) The purchase is under \$2,000.00 in value and comparable merchandise or equipment at comparable prices is not otherwise available within the city.

(2) The cost of the service is under \$2,500.00 in value and comparable services at comparable prices are not otherwise available within the city.

(b) On all purchases of merchandise between \$2,000.00 and \$5,000.00, the procedures established by shall be followed.

(c) On all purchases of merchandise of more than \$5,000.00 and services of more than \$2,500.00, advertisement for bids must be taken pursuant to A.C.A. § 14-58-303 unless the city council shall by ordinance waive competitive bidding in exceptional situations where such procedure is deemed not feasible or practical.

**Sec. 2-467. - Purchases of \$20,000.00 or less.**

(a) The mayor or his duly authorized representative shall have exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials and other things requisite for public purposes of the city and to make all necessary contracts for work or labor to be done or material or other necessary things to be furnished for the benefit of the city or in carrying out any work or undertaking of a public nature therein where the amount of expenditure for any purpose or contract does not exceed the sum of \$20,000.00.

(b) For purchases of at least \$10,000.00 but no greater than \$20,000.00, only the mayor shall have the power and responsibility to make such purchases.

**34.26 Limited Authority of City Employee To Provide Services To The City**

An employee of the city shall be permitted to furnish services as an independent contractor to the City only if:

(A) The employee fully discloses his or her direct or indirect financial interest in any contract or service agreement to the City Council and such services are approved by City Council Resolution;

(B) No favoritism is allowed to the city employee over other possible service providers;

(C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;

(D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;

(E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council Resolution

# North Little Rock

## Sec. 2-155. - Elected and appointed officials prohibited from engaging in business with city.

(a) The mayor, councilmembers, other elected officials or members of the following boards, commissions, committees and agencies: airport commission, civil service commission, parks and recreation commission, planning commission, sewer committee and water commission, shall not be interested, directly or indirectly, in the profits of any contract for the furnishing of supplies, equipment or services to the municipality.

(b) The prohibition prescribed in this section shall not apply to contracts for the furnishing of supplies, equipment or services to be performed for a municipality, or board, commission, committee or agency, by a corporation in which no alderman or councilmember, elected official, or board, commission, committee or agency member holds any executive or managerial office, or by a corporation in which a controlling interest is held by stockholders who are not aldermen or councilmembers, an elected official, or members of a board, commission, committee or agency.

 (c) The prohibition prescribed in this section shall not apply to:

(1) Contracts approved by the city council;

(2) Manufacturers' warranty service/parts; or

(3) Miscellaneous services/parts not exceeding \$1,000.00 per calendar year; and

(4) May be waived by the city council if the city council shall have enacted a resolution or ordinance specifically permitting the mayor, alderman or councilmember, other elected official, or member of a board, commission, committee or agency, to conduct business with the city and prescribing the extent of the authority.

(d) No member as described in subsection (a) of this section, or any other board, commission, committee or agency, shall be interested, directly or indirectly, in the profits of any contract for the furnishing of supplies, equipment or services to the board, commission, committee or agency on which they serve.

(e) Willful and knowing violation of this section by the mayor, alderman or councilmember, other elected official or member of any board, commission, committee or agency shall be deemed nonfeasance in office, and if, upon hearing by the city council, the violation is proved to be true, the city council shall remove the guilty person from office, in addition to other remedies or penalties provided by law.

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

**AN ORDINANCE PERMITTING ANY ALDERMAN, COUNCIL MEMBER, OFFICIAL, OR MUNICIPAL EMPLOYEE OF THE CITY OF GILLETT, ARKANSAS, TO CONDUCT BUSINESS WITH THE CITY OF GILLETT, ARKANSAS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Section 14-42-107(b)(1) of the Arkansas Code Annotated, a municipal corporation may permit an alderman, council member, official, or municipal employee to conduct business with the city, prescribing the extent of such authority;

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

**SECTION 1:** Any alderman, council member, official, or employee of the City of Gillett, Arkansas, is hereby authorized and permitted to conduct any and all business with the City of Gillett, Arkansas, as shall be approved from time to time by the City Council of the City of Gillett, Arkansas, by majority vote, including being a party to any contract with the City of Gillett, Arkansas, for furnishing supplies, equipment, or services to the City of Gillett, Arkansas.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict with this Ordinance.

**SECTION 3:** The City Council of the City of Gillett finds that there is an immediate need for securing certain services necessary for the operation of the City of Gillett, Arkansas, and to promote the public welfare and that there is an immediate need for accomplishing these purposes. It is, therefore, declared that an emergency exists, and this Ordinance, being necessary for the immediate preservation of the public peace, health, and safety, shall be in full force and effect from and after the date of its passage and approval.

**PASSED AND APPROVED** in regular session on this \_\_\_\_\_ day of  
**SEPTEMBER, 2013.**

**APPROVED:**

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**JARED HOLZHAUER**  
**MAYOR**

**ATTEST:**

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**JENNIFER LOWE**  
**RECORDER/TREASURER**

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

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

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

**WHEREAS**, Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, currently contains regulations pertaining to automobile garages;

**WHEREAS**, Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to address the servicing, parking, and storage of vehicles located in a Use Unit 22 (Automotive Services), as well as Use Unit 41 (Automobile Sales);

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

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on November 4, 2014, after notice was given of said hearing as required by law.

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

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

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

1. The regulations set forth in subsection 3.6 of this article for drive-in facilities;
2. All of the lot used for the parking of vehicles, or for the storage and display of merchandise, shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by continued use;
3. All servicing of vehicles and assembly of equipment carried on as an incidental part of these use units shall be conducted within a completely enclosed building or in a service bay that is and all appurtenances used for repair or service of vehicles which are not enclosed shall be located at least twenty-five (25)

feet from a street right-of-way line and fifty (50) feet from any lot line of an agricultural or residential district-;

4. No automobile, article, or material stored or offered for sale in connection with these use units shall be stored or displayed outside the confines of the building unless it is so screened by a permanent opaque screening fence or wall so that it cannot be seen from an adjoining lot. The following screening and display criteria shall apply:
  - a. Except as provided in use unit 43: Automobile sale— Damaged vehicles, any automobile, truck, tractor, mobile home, boat or motorcycle sales areas are not required to screen fully assembled merchandise that is ready for sale.
  - b. No permanent open display will be permitted on sidewalks, or public right-of-way.
  - c. There shall be no open display of any kind whatsoever in the first twenty (20) feet of the required front setback.
5. All property must be designed and at all times maintained to allow emergency vehicles to respond and to navigate the property;
6. Parked vehicles must be able to egress from a parked position without impediment; and
7. Vehicles parked in designated services lanes are exempt from supplemental regulation #6 above during normal business hours.

Except for regulation #2, the provisions herein shall be applicable to all existing Use Unit 22 and Use Unit 41 uses in the City of Springdale as of the date of passage of this amendment, regardless of zoning district, with full compliance of these regulations by December 31, 2014.

**Section 2:** All other provisions of Article 6 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

**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 \_\_\_\_\_,  
2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION RECOGNIZING THE CHILDREN'S  
SAFETY CENTER'S "CHILDREN'S CHRISTMAS TRAIN"  
EVENT AS A CITY APPROVED SPECIAL EVENT.**

**WHEREAS**, the Children's Safety Center has annually conducted a "Children's Christmas Train" event, thereby bringing visitors to Springdale, Arkansas, and generating tourism dollars for Springdale, Arkansas;

**WHEREAS**, the 2014 "Children's Christmas Train" event will take place on Saturday, December 6, 2014, at the Train Depot on Emma Avenue;

**WHEREAS**, the 2014 "Children's Christmas Train" event will raise awareness of the Children's Safety Center, and help further its goal of ending child abuse;

**WHEREAS**, the City of Springdale wishes to declare the 2014 "Children's Christmas Train" event a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to have vendors, food trucks, and exhibitors on site during this special event.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2014 "Children's Christmas Train" event, which will take place on Saturday, December 6, 2014, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to have vendors, food trucks, and exhibitors on site during this special event.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE SETTLEMENT  
OF A CONDEMNATION OF LAND OWNED BY  
ROBERT AND ADRIANA CONDE.**

**WHEREAS**, the City of Springdale is acquiring property needed for the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3;

**WHEREAS**, one of the tracts of land affected by this project, Tract 9, is owned by Robert and Adriana Conde;

**WHEREAS**, the City of Springdale estimated the amount of just compensation for the Conde's property to be \$13,700.00;

**WHEREAS**, the Condes have extended an offer to settle this case for the total sum of \$23,500.00;

**WHEREAS**, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$9,800.00 to acquire this property without the need of a 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 City staff is hereby authorized to acquire Tract 9 of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3, owned by Robert and Adriana Conde for the total sum of \$28,500.00.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY ROBERT AND ADRIANA CONDE LOCATED AT 3680 W. DON TYSON PARKWAY ON THE DON TYSON PARKWAY WIDENING SOUTH 40<sup>TH</sup> STREET TO CARLEY ROAD PROJECT.**

**WHEREAS**, the City of Springdale is planning street improvements to widen Don Tyson Parkway between South 40<sup>th</sup> Street and Carley Road, Project #12BPS3;

**WHEREAS**, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owners, Robert and Adriana Conde, have been unsuccessful on the project identified as Tract 9, Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3.

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property located at 3680 W. Don Tyson Parkway, owned by Robert and Adriana Conde, to allow construction of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3 to proceed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING THE SETTLEMENT  
OF A CONDEMNATION OF LAND OWNED BY CHAD  
AND MARGARET BARBER.**

WHEREAS, the City of Springdale is acquiring property needed for the Don Tyson Parkway - South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3;

WHEREAS, one of the tracts of land affected by this project, Tract 17, is owned by Chad and Margaret Barber;

WHEREAS, the City of Springdale estimated the amount of just compensation for the Barber's property to be \$33,700.00;

WHEREAS, the Barbers have extended an offer to settle this case for the total sum of \$47,200.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$13,500.00 to acquire this property without the need of a 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 City staff is hereby authorized to acquire Tract 17 of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3, owned by Chad Barber and Margaret Barber for the total sum of \$47,200.00.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY CHAD AND MARGARET BARBER LOCATED AT 3599 HAMM LANE ON THE DON TYSON PARKWAY WIDENING SOUTH 40<sup>TH</sup> STREET TO CARLEY ROAD PROJECT.**

**WHEREAS**, the City of Springdale is planning street improvements to widen Don Tyson Parkway between South 40<sup>th</sup> Street and Carley Road, Project #12BPS3;

**WHEREAS**, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owner, Chad and Margaret Barber, have been unsuccessful on the project identified as Tract 17, Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3.

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property located at 3599 Hamm Lane, owned by Chad and Margaret Barber, to allow construction of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3 to proceed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

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

**APPROVED:**

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

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

**A RESOLUTION AUTHORIZING THE SETTLEMENT  
OF A CONDEMNATION OF LAND OWNED BY  
CHARLES D. REDDING, JR.**

**WHEREAS**, the City of Springdale is acquiring property needed for the Don Tyson Parkway - South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3;

**WHEREAS**, one of the tracts of land affected by this project, Tract 24, is owned by Charles D. Redding, Jr.;

**WHEREAS**, the City of Springdale estimated the amount of just compensation for the Redding's property to be \$11,500.00;

**WHEREAS**, Redding has extended an offer to settle this case for the total sum of \$12,500.00;

**WHEREAS**, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$1,000.00 to acquire this property without the need of a 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 City staff is hereby authorized to acquire Tract 24 of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Street Widening Project No. 12BPS3, owned by Charles D. Redding, Jr. for the total sum of \$12,500.00.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY CHARLES D. REDDING, JR. LOCATED AT 3325 W. DON TYSON PARKWAY ON THE DON TYSON PARKWAY WIDENING SOUTH 40<sup>TH</sup> STREET TO CARLEY ROAD PROJECT.**

**WHEREAS**, the City of Springdale is planning street improvements to widen Don Tyson Parkway between South 40<sup>th</sup> Street and Carley Road, Project #12BPS3;

**WHEREAS**, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owner, Charles D. Redding, Jr., have been unsuccessful on the project identified as Tract 24, Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3.

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property located at 3325 W. Don Tyson Parkway, owned by Charles D. Redding, Jr., to allow construction of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3 to proceed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS FOR THE WIDENING OF DON TYSON PARKWAY, SOUTH 40<sup>TH</sup> STREET TO CARLEY ROAD, PROJECT #12BPS3.**

**WHEREAS**, the City of Springdale is planning street improvements to widen Don Tyson Parkway between South 40<sup>th</sup> Street and Carley Road, Project #12BPS3;

**WHEREAS**, attempts by city staff and Universal Field Services at negotiating for the acquisition of the necessary easements from the following property owners in Springdale have been unsuccessful; and

Parcel No.	Tract No.	Property Owner
815-29126-540	6	Ken Nguyen
815-29126-550	8	Clifford Pittman and Crystal Pittman
815-29126-090	10	The Johnny L. Baker Revocable Trust
815-29126-060	12	James S. Counce and Katherine C. Counce
815-36278-000	13	Michael D. McKim and Shawn M. McKim
815-29557-060	23	Robert V. Carter and Beverly K. Carter
815-29557-072	25	Charles D. Redding, Jr.
815-29557-110	28	Mariano Herrera

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property listed below to allow construction of the Don Tyson Parkway Widening South 40<sup>th</sup> Street to Carley Road Project, #12BPS3 to proceed.

Parcel No.	Tract No.	Property Owner
815-29126-540	6	Ken Nguyen
815-29126-550	8	Clifford Pittman and Crystal Pittman
815-29126-090	10	The Johnny L. Baker Revocable Trust
815-29126-060	12	James S. Counce and Katherine C. Counce
815-36278-000	13	Michael D. McKim and Shawn M. McKim
815-29557-060	23	Robert V. Carter and Beverly K. Carter
815-29557-072	25	Charles D. Redding, Jr.
815-29557-110	28	Mariano Herrera

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING EXECUTION OF A  
CONSTRUCTION CONTRACT FOR CLEARING AND  
GRUBBING FOR UTILITY RELOCATIONS ASSOCIATED  
WITH THE 12BPS3: DON TYSON PARKWAY (40<sup>TH</sup> STREET  
TO CARLEY ROAD) WIDENING PROJECT AND  
ESTABLISHING THE BUDGET FOR SAID PROJECT**

**WHEREAS**, sealed competitive construction bids were received and opened for said project on November 3, 2014;

**WHEREAS**, the low bid of \$ \_\_\_\_\_ was submitted by \_\_\_\_\_, of \_\_\_\_\_;

**WHEREAS**, it is necessary to formally establish a budget for this project, said budget to be as follows:

Design Engineering (Clearing & Grubbing)	\$6,700.00
Construction (Bid Amount)	\$TBD
Construction Contingency	<u>\$20,000.00</u>
Total Project Budget	\$TBD

**WHEREAS**, the budget for design and construction engineering listed above include an allowance for reimbursable expenses;

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.
- 2) The total construction project cost shall not exceed \$ \_\_\_\_\_ without Council approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of November, 2014

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

ATTEST:

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

APPROVED AS TO FORM:

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

That which is underscored is added; that which is stricken through is deleted.

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

**A RESOLUTION AMENDING SECTION 3.3 OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS**

**WHEREAS**, Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, contains the policy on employee uniforms and personal appearance;

**WHEREAS**, the policy on employee uniforms and personal appearance is in need of revision and clarification;

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

**Section 1:** Section 3.3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

**3.3 Uniforms and Personal Appearance:**

Uniforms or uniform allowance will be provided to personnel of certain departments as authorized by the Mayor. Personnel who are provided uniforms or uniform allowance shall wear uniforms at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit.

If a non-Civil Service employee is required to wear a logoed uniform shirt and specific type of pant, the City will reimburse for both the shirt and pant. If the article of clothing does not carry a City logo (i.e. jeans, kaki's, etc.), the reimbursement will be processed through payroll as a taxable benefit to the employee per current tax law. Work specific clothing that does not carry a City logo, such as scrubs, will not be considered a taxable benefit to the employee. Boots required by the City, with the exception of steel-toed boots, will be reimbursed through payroll as a taxable benefit to the employee per current tax law. All shoes and clothing purchased by the City Of Springdale, with the exception of articles taxed to the employee, must be returned upon separation from the City. Each department should maintain a written uniform policy approved by the Mayor.

Employees not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is not sure what is appropriate attire, then the employee should check with his/her supervisor or department head.

**Section 2:** All other provisions of Section 3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

**PASSED AND APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR FURNISHING OF AN EMPLOYEE ASSISTANCE PROGRAM**

**WHEREAS**, the City of Springdale has approximately 495 employees of which some occasionally need counseling services as described in the attached contract, and

**WHEREAS**, the Human Resources Director prepared a request for proposals (RFP) and placed an advertisement in the local paper, and

**WHEREAS**, there were seven proposals received as a result of the RFP and the advertisement and reviewed by a committee consisting of the Administrative and Financial Services Director, the Human Resources Director, Assistant Fire Chief, two Police Captains and the Human Resource Specialist, and

**WHEREAS**, the above committee selected three proposals for presentations and at the conclusion of the presentations recommended that the City of Springdale contract with ComPsych to provide EAP services for the employees, and

**WHEREAS**, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

**Section 1.** This Council finds that due to the nature of the services to be provided by an EAP contract competitive bidding is not feasible and is hereby waived for counseling services provided to employees by ComPsych for a fee of \$1.73 per employee per month and the Mayor is authorized to execute the associated contract.

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

**PASSED AND APPROVED** this 25<sup>th</sup> day of November, 2014.

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

ATTEST:

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

APPROVED AS TO FORM

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

**AGREEMENT**

This Agreement sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees of City of Springdale, AR (hereinafter referred to as "Client") to begin January 1, 2015 ("Commencement Date"). The terms and conditions are as follows:

1. **Term:** Initial term of three (3) years for the delivery of a Program to approximately 495 employees located in the United States. After the expiration of the initial term (December 31, 2017), this Agreement shall automatically renew for successive three (3) year periods unless either party shall deliver to the other party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.
2. **Fees:**
  - (A) Client agrees to pay ComPsych a fee of \$1.73 per employee per month. Client agrees to provide ComPsych with quarterly updated employee counts. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for services is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
  - (B) Pre-approved Travel expenses (associated with, for example, training, CISDs, Account Management, etc.) are billed separately and are due ten (10) days after receipt of invoice by Client. ComPsych will not charge Client for any travel expenses associated with the training hours described in the Program Promotion section on Schedule I.
  - (C) Client's Program includes, at no additional charge, all initial telephone consultation following a critical incident. However, any pre-approved clinical on-site intervention time and travel time will be billed at a rate of \$225.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within ten (10) days after its receipt of each invoice.
  - (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site service or else charges will apply.
3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the services paid for by Client under this Agreement to all employees of Client and that all such employees shall be covered under this Agreement.
4. **Services:** Services shall include those services described on Schedule I attached hereto. Client agrees that any and all communications disseminated by Client to employees and their family members regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the parties.

5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration contracts and shall be fully responsible for its compliance with all applicable laws. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other party.
10. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
11. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
12. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Arkansas Illinois, without regard to its conflict of laws rules.
13. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
14. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

Please sign below to acknowledge Client's acceptance of these terms.

Sincerely,

Dr. Richard A. Chaifetz  
Chairman and CEO

City of Springdale, AR

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

By: \_\_\_\_\_  
Print Name

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

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

**SCHEDULE I**  
**GUIDANCERESOURCES®**  
**COVERED SERVICES**

- **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the program.
- **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the program services.
- **Program Promotion:** Provide Client with up to eight (8) hours of a combination of the following types of customary training/promotional services per contract year; 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, and 3) health/enrollment fairs. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. ComPsych will also provide customary promotional materials announcing and explaining the program to Client employees. In the event Client's employee population decreases by 10% or more, the number of allotted training hours shall decrease proportionately.
- **Service Access:** Toll free telephone line access to guidance coordinators.
- **Assessment, Counseling and Referral:** Assess the presenting problem of each participant requesting services and provide a maximum of five (5) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the participant's presenting problem is determined not to be resolvable in the above number of sessions, the participant will be referred for alternative services after assessment.
- **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
- **Crisis Intervention/Critical Incident Debriefing:** ComPsych will provide crisis intervention and critical incident debriefing as and when determined necessary by Client. The date and time of the on-site intervention shall be mutually agreed upon by Client and ComPsych. Client will be charged an additional fee for any clinical on-site intervention.
- **LegalConnect®:** Provide Client employees and their family members with telephonic legal information and local referral upon request. If a local referral is requested, the employee or their family member shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the services performed by any resource.
- **FinancialConnect®:** Provide Client employees and their family members with telephonic financial information regarding their personal finances and related issues.

- **FamilySource®**: Provide Client employees and their family members with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet services, apartment shopping, and mortgages. ComPsych does not control and is not responsible for the quality of services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the services performed by any resource. FamilySource services are defined as individual employee/family member requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource services and development of such directories or guides will be billed at a rate of \$125/hour.
  
- **GuidanceResources Online®**: Online (via [www.guidanceresources.com](http://www.guidanceresources.com)) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.