

CITY OF SPRINGDALE  
Committee Agendas  
Monday, January 7<sup>th</sup>, 2013  
Multi-Purpose Room #236  
City Administration Building  
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. **Discussion** on Benton County Ambulance Service, presented by Benton County Judge Bob Clinard.
2. **Discussion** concerning the Sign Ordinance referring to Real Estate Signs, presented by Ernest B. Cate for Brad Bruns. Pg's 2-13
3. **Discussion** concerning the Variance Process in the Planning Department, presented by Ernest B. Cate for Brad Bruns. Pg's 14-17
4. **An Ordinance** amending Article 6, Sec. 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas, to better define the rules and regulations for Garage Sales within the City of Springdale, Arkansas; to declare an emergency and for other purposes, presented by Ernest Cate, City Attorney. Pg 18
5. **An Ordinance** authorizing the Mayor and City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes. Pg's 19-23

Street & CIP Committee:

6. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of six life-packs for emergency medical response, presented by Mike Irwin, Fire Chief. Pg's 24-29
7. **A Resolution** authorizing the discontinuance of the restriction of Capital Improvement Project Funds for the design and construction of an I-540 Interchange, presented by Wyman Morgan, Director of Administration & Financial Services. Pg 30
8. **A Resolution** authorizing Capital Improvement Project Funds for drainage and parking lot improvements at the Springdale Senior Center, presented by Wyman Morgan, Director of Administration & Financial Services. Pg's 31-32
9. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of a pickup for the Administration Maintenance Supervisor, presented by Wyman Morgan, Director of Admin & Financial Services. Pg's 33-34
10. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of vehicles and related equipment for the Police Department, presented by Kathy O'Kelley, Police Chief. Pg's 35-36
11. **A Resolution** authorizing Capital Improvement Project Funds for acquisition and replacement of computer servers and related equipment and programs, presented by Wyman Morgan, Director of Administration & Financial Services and Mark Gutte, Director of Information & Technology. Pg's 37-39
12. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of two vehicles for the Buildings Department, presented by Mike Chamlee, Chief Building Official. Pg's 40-42

Finance Committee:

13. **A Resolution** amending the 2013 Budget of the Parks Aquatic Center Fund, presented by Rick McWhorter, Director of Parks. Pg's 43-44

Personnel Committee:

14. **A Resolution** amending Section 3.14 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, concerning the Grievance Process, presented by Ernest B. Cate, City Attorney at the request of Brad Bruns. Pg's 45-46
15. **Council Organizational Meeting** Pg 47

Sec. 98-60. - General requirements for all signs.

(a)

*Prohibited signs.* No sign shall be permitted, erected, used or maintained in the city which:

(1)

Is not constructed in full compliance with the 2000 International Building Code and the electrical wiring standards of National Electrical Code and with the approved plastic materials specified in the 2000 International Building Code, as applicable, and with the requirements of section 98-62, whichever is more restrictive, and with all other applicable provisions of this chapter and the city code except signs exempt from permit requirements of article II of this chapter and except as otherwise herein provided.

(2)

Is not permanently attached and anchored in full compliance with the construction requirements of this chapter and the 2000 International Building Code, whichever is more restrictive, except for signs exempt from permit requirements of article II of this chapter and except for temporary signs.

(3)

Contains or consists of such animation, flashing or focused light, lighting, noise or illumination of such intensity so as to impair the safety of the public, unduly disturb the use of any property or otherwise constitute a nuisance or hazard or is constructed, erected, used and/or maintained so as to be an obstruction of vision near any driveway, parking lot or roadway or interferes with, obstructs the view of or is likely to be confused with any authorized traffic sign, signal or device by such location as may interfere with, mislead or confuse traffic.

(4)

No longer identifies a bona fide business, service, current interest or activity.

(5)

Is in a state of structural, mechanical or cosmetic disrepair such that it does not meet the construction standards hereof or such that it is a visual blight or eyesore clearly visible from public rights-of-way.

(b)

*Prohibited locations.* No sign shall be erected, used or maintained which is:

(1)

Located within an eight-foot radial clearance from overhead electrical conductors which are energized from zero to 750 volts or within a ten-foot radial clearance from any conductors energized at more than 750 volts (the term "overhead electrical conductors" as used in this section shall include any electrical conductor, either bare or insulated, installed above the ground except such conductors as are enclosed in iron pipe or other metal covering of equal strength).

(2)

Located within ten feet of a fire hydrant.

(3)

Located on public property, within or above any public property or right-of-way or upon any utility pole unless placed by authorization of a government agency.

- (4) Attached to any rock or tree.
- (5) Erected upon or directly above the roof of any building which is unsafe in the reasonable judgment and determination of the chief city inspector.

(c)

*Setback requirements.* No sign shall be erected, used or maintained except in conformance with the following:

(1)

*Front setback:* All signs shall be placed so that the leading edge of the sign shall be setback a minimum of two feet behind the proposed street right-of-way line as outlined in the adopted master street plan.

(2)

*Side setback:* All signs shall be set back a minimum of ten feet from the nearest side property line.

(3)

*Exceptions:* The setback requirements of this section shall not apply to:

a.

Wall signs which otherwise conform to all provisions of this chapter and which are mounted on building walls lawfully sited within the setback space.

b.

Street island signs which otherwise conform to the provisions of this chapter which shall be set back a minimum of four feet from any edge of the sign to the back of any curb of the island.

*(Code 1973, § 28-4; Ord. No. 3312, § 1, 4-8-03; Ord. No. 3957, § 2, 9-26-06)*

## **Sec. 98-61. - Requirements for specific sign types.**

(a)

*Billboards.* No billboard shall be constructed, erected, used or maintained within the city except in compliance with the following provisions:

(1)

Billboards shall be located only in specified commercial and industrial zones and shall not be placed within 300 feet of any residential zone.

(2)

Each billboard shall have a maximum of two sign faces, one per side, supported by the same structural foundation. Each face shall have a maximum total area of 300 square feet, except that billboards located adjacent to a divided highway may have a maximum sign face area of 600 square feet. All measurements shall include sign face framework and decorative or other additions.

(3)

All billboards located within the city shall meet the state's requirements for distance between billboards.

(4)

No billboard shall exceed 45 feet in total height.

(5)

No billboards shall be permitted in A-1 agricultural or C-3 central commercial zoning districts.

(6)

No billboards shall be erected or permitted after May 27, 2008, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.

(7)

Every billboard which is permitted and legally existing on May 27, 2008, shall be deemed to be a legal nonconforming billboard. A nonconforming billboard may not be enlarged or altered in any way which increases its nonconformity, however, a legal existing billboard may be relocated to a different location on the same property without obtaining a new permit, so long as the billboard still meets the other requirements set out in this section. Relocation of a billboard on the same property shall not violate the city's moratorium requirements on billboards.

(8)

A legal nonconforming billboard will become an illegal sign if more than 50 percent of the sign is removed or unassembled for a period of more than six months; or if the sign is altered or relocated in any manner which increases its nonconformity or causes it to be less in compliance with the provisions of this chapter.

(9)

A legal nonconforming billboard will become an illegal sign if the nonconforming billboard is destroyed to an extent of 50 percent or more of its sign face. The board of adjustment may grant a variance to repair or replace a destroyed nonconforming billboard, upon a showing of hardship, and application for such variance shall be made within 30 days of the nonconforming billboard being destroyed. If a variance is granted, the nonconforming billboard shall be replaced or repaired according to standards of construction then in effect.

(b)

*Construction signs.* Construction signs shall have a maximum sign face area of 32 square feet and a maximum sign area of 64 square feet. All such signs shall be removed within five days of completion of the project.

(c)

*Garage, porch or yard sale signs.* Garage, porch or yard sale signs shall advertise only occasional residential sales of used goods. Each sign shall be freestanding and shall have maximum sign-face dimensions of 24 inches by 24 inches, shall have a maximum sign area of eight square feet and shall have a maximum height of 24 inches. Each sign shall meet all requirements specified for temporary signs and banners, except that it shall be erected no more than two days prior to the first date of the sale and will be removed by the beginning of the first business day following the last day of the sale and shall be displayed without lighting having a primary purpose or effect of illuminating the sign.

(d)

*Government signs.* Government signs shall be exempt from the provisions of this chapter.

(e)

*Monument signs.* The maximum sign area for a monument sign shall not exceed 100 square feet. The sign display area shall be completely enclosed with materials that match the facade of the principal use or similar quality, color and texture as the primary masonry materials used in the exterior finish

of the primary structure on site. The top of the sign display area shall be located a maximum of 12 inches below the top of the sign structure. No air space shall be visible within or between any portion of the sign display area and sign structure.

(f)

*Neon signs.* Neon signs shall have an enclosed, vented transformer box and shall be constructed according to standard industry safety practices. For purposes of this provision, the term "neon signs" shall include all signs using neon gas whether or not located inside or outside of a permanent building.

(g)

*Political signs.* Political signs shall not be required to meet all requirements specified for temporary signs and banners, but shall be dismantled and removed within three days after the date of the election.

(h)

*Projecting signs.* Projecting signs shall be located a minimum of ten feet from any other such sign and shall not exceed 32 square feet in sign face area.

(i)

*Real estate signs.*

(1)

Real estate signs in residential zones will be displayed only on the premises being advertised and will not exceed a maximum sign-face area of six square feet and maximum sign area of 12 square feet; provided, however, that any sign giving notice of and directions to any open house being shown for sale may be displayed off the premises advertised so long as it is otherwise maintained in full compliance with the size requirements of this subsection and the removal provisions of subsection (c) of this section. A total of two riders are allowed per panel.

(2)

Real estate signs in all other zones will be displayed only on the premises being advertised and will not exceed a maximum sign area of 32 square feet.

(j)

*Special occasion signs.* Special occasion signs shall advertise only occasional, noncommercial special events of no more than seven days' duration. Each sign shall meet the requirements of subsection (j) of this section, except that it shall be erected no more than seven days prior to the first day of the special occasion or event and shall be removed by the end of the third day after the end of the special occasion or event.

(k)

*Temporary signs and banners.* A temporary sign is a sign that is used only temporarily and is not permanently mounted, and that can be used only for a designated period of time. A banner is any sign, except an awning sign, applied to or made of cloth, paper, fabric, flexible plastic or other fabric-like material that only uses such non-rigid material for backing or background. Signs and banners for special events, or the opening of businesses, are permitted provided that:

(1)

A temporary use permit is obtained;

(2)

Such signs and banners are prohibited upon public rights-of-way and may not be placed so as to obstruct a driver's ability to view oncoming traffic from any direction at an intersection;

(3) Temporary sign and banner permits shall be limited to a duration of not to exceed 15 consecutive days or the period of time stated on the temporary use permit and shall not be issued within 90 days of the previous issuance;

(4) No more than four temporary sign or banner permits shall be issued within any 12-month period for the same business in the same location;

(5) A newly established business may be issued a temporary use permit for the initial opening of a business for a period that shall end not later than 60 days after issuance of the first business license for that business in that location or from the issuance of a certificate of occupancy for that location;

(6) Temporary signs and banners may be attached to and parallel with a wall of the building on which wall signs are permitted and shall not exceed 32 square feet in surface area;

(7) There shall be only one temporary sign or banner, plus one additional sign or banner for street frontage on a second public street, provided that the frontage on that street is at least 150 feet in length and that an actual entrance to the site is permitted on such street.

(8) "Not-for-profit" special events, such as those associated with civic, philanthropic, educational purposes, and religious purposes shall be allowed a temporary sign or banner, regardless of whether a temporary use permit is required, provided that:

- a. Only one such sign or banner shall be allowed per property per event;
- b. Such sign or banner shall be located only on private property;
- c. Such sign, if a ground sign, shall be limited to 42 inches in height and 16 square feet in area per side;
- d. Such sign, if attached to a wall, shall be limited to 32 square feet in area per side; and
- e. Such sign or banner shall be erected no sooner than five days preceding the event and shall be removed no later than one day following the event.

(l) *Traffic/directional signs.* Traffic/directional signs shall not exceed three square feet in area except upon a special permit issued by the chief city inspector upon showing of clear necessity and shall be permissible in all zones.

(m) *Wall signs.* No wall sign shall extend above any adjacent parapet or roof of the supporting building nor exceed a sign area of 300 square feet or 30 percent of the area of the wall face on which the sign is located, whichever is

less. Wall signs shall be mounted in compliance with the specifications of Table No. 1:

TABLE NO. 1  
PROJECTION OF WALL SIGNS FROM BUILDING WALL

Clearance (above grade) (feet)	Maximum projection
Less than 9	2"
9	1'
9 to 16	1' plus 6" for each foot of clearance in excess of 9'
Over 16	5'

(n)

*Street island signs.* Street island signs shall not exceed a height of three feet above the top of the curb; and the maximum sign face area shall not exceed 15 square feet. Such signs may be placed only in curbed street islands or medians with a minimum width of ten feet back-of-curb to opposing back-of-curb.

(o)

*Church, synagogue and/or 501(c)(3) qualified organization signs.* These signs shall be allowed only on premises and may include nonflashing wall or projecting signs with a sign area not to exceed 32 square feet, a nonflashing, freestanding sign no larger than 300 square feet per sign face. Sign height shall not exceed 40 feet.

(Code 1973, § 28-5; Ord. No. 3018, § 3, 10-10-00; Ord. No. 4102, § 2, 8-28-07; Ord. No. 4139, § 1, 12-11-07; Ord. No. 4153, § 1, 1-8-08; Ord. No. 4186, § 2, 3-25-08; Ord. No. 4210, § 1, 5-27-08; Ord. No. 4535, 9-27-11)

Sec. 98-60. - General requirements for all signs. 2

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(3)

Contains or consists of such animation, flashing or focused light, lighting, noise or illumination of such intensity so as to impair the safety of the public, unduly disturb the use of any property or otherwise constitute a nuisance or hazard or is constructed, erected, used and/or maintained so as to be an obstruction of vision near any driveway, parking lot or roadway or interferes with, obstructs the view of or is likely to be confused with any authorized traffic sign, signal or device by such location as may interfere with, mislead or confuse traffic.

(4)

No longer identifies a bona fide business, service, current interest or activity.

(5)

Is in a state of structural, mechanical or cosmetic disrepair such that it does not meet the construction standards hereof or such that it is a visual blight or eyesore clearly visible from public rights-of-way.

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(2)

Located within ten feet of a fire hydrant.

(3)

Located on public property, within or above any public property or right-of-way or upon any utility pole unless placed by authorization of a government agency.

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(c)

*Garage, porch or yard sale signs.* Garage, porch or yard sale signs shall advertise only occasional residential sales of used goods. Each sign shall be freestanding and shall have maximum sign-face dimensions of 24 inches by 24 inches, shall have a maximum sign area of eight square feet and shall have a maximum height of 24 inches. Each sign shall meet all requirements specified for temporary signs and banners, except that it shall be erected no more than two days prior to the first date of the sale and will be removed by the beginning of the first business day following the last day of the sale and shall be displayed without lighting having a primary purpose or effect of illuminating the sign.

(d)

*Government signs.* Government signs shall be exempt from the provisions of this chapter.

(e)

*Monument signs.* The maximum sign area for a monument sign shall not exceed 100 square feet. The sign display area shall be completely enclosed with materials that match the facade of the principal use or similar quality, color and texture as the primary masonry materials used in the exterior finish

of the primary structure on site. The top of the sign display area shall be located a maximum of 12 inches below the top of the sign structure. No air space shall be visible within or between any portion of the sign display area and sign structure.

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(2)

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(j)

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(1)

A temporary use permit is obtained;

(2)

Such signs and banners are prohibited upon public rights-of-way and may not be placed so as to obstruct a driver's ability to view oncoming traffic from any direction at an intersection;

(3) Temporary sign and banner permits shall be limited to a duration of not to exceed 15 consecutive days or the period of time stated on the temporary use permit and shall not be issued within 90 days of the previous issuance;

(4) No more than four temporary sign or banner permits shall be issued within any 12-month period for the same business in the same location;

(5) A newly established business may be issued a temporary use permit for the initial opening of a business for a period that shall end not later than 60 days after issuance of the first business license for that business in that location or from the issuance of a certificate of occupancy for that location;

(6) Temporary signs and banners may be attached to and parallel with a wall of the building on which wall signs are permitted and shall not exceed 32 square feet in surface area;

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(n)

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(o)

*Church, synagogue and/or 501(c)(3) qualified organization signs.* These signs shall be allowed only on premises and may include nonflashing wall or projecting signs with a sign area not to exceed 32 square feet, a nonflashing, freestanding sign no larger than 300 square feet per sign face. Sign height shall not exceed 40 feet.

(Code 1973, § 28-5; Ord. No. 3018, § 3, 10-10-00; Ord. No. 4102, § 2, 8-28-07; Ord. No. 4139, § 1, 12-11-07; Ord. No. 4153, § 1, 1-8-08; Ord. No. 4186, § 2, 3-25-08; Ord. No. 4210, § 1, 5-27-08; Ord. No. 4535, 9-27-11)

## Rose Lawrence

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**From:** Ernest Cate [ecate@springdalear.gov]

**Sent:** Thursday, January 03, 2013 4:15 PM

**To:** 'Rose Lawrence'

### Sec. 10. - Board of zoning adjustment. ...

a.

*Established.* A board of zoning adjustment is established and as set forth in section 90-30 the planning commission shall function as such board.

b.

*Meetings.* The planning commission shall designate on the agenda of each regularly scheduled planning commission meeting those items in which it is functioning as the zoning board of adjustment and shall hold a public hearing on the proposed variance, after:

1.

At least seven (7) days notice of the time, place, and request is made to the public prior to the meeting by being given in a newspaper of general circulation in the city.

2.

The Planning Department will post NOTICE OF PUBLIC HEARING sign(s) on said property for which a public hearing has been set at least ten (10) days prior to the hearing indicating the date and time of the hearing. Such signs shall be clearly visible, unobstructed to the passing general public, and posted on or near the front property line.

3.

The adjacent property owners of the property seeking the variance have been notified by certified mail, return receipt requested, at least (10) days prior to the public hearing in accordance with the following:

(a)

An affidavit is submitted stating that notice has been given to all adjacent property owners of the property subject to the variance after the application has been accepted and placed on the planning commission agenda;

(b)

The petitioner shall be responsible for providing such notice by certified mail, return receipt requested, to the last known address of such record owner(s) as certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.

(c)

The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and a copy of the notice[]) shall be filed with the planning office no later than seven (7) days prior to the meeting date.

4.

The minutes of the meeting will be a part of the minutes of the entire planning commission meeting.

1/3/2013

c.

*Functions.* The board of zoning adjustment is authorized in accordance with the provision of this chapter, to hear appeals from the decision of the administrative officers of this chapter; and may affirm or reverse, in whole or in part, said decision of the administrative officer. In addition, the board is responsible for hearing requests for variances from the literal provisions of this chapter in instances where strict enforcement of this chapter would cause undue hardship due to circumstances unique to the individual property under consideration, and grant such variances only when it is demonstrated that such action will be in keeping with the spirit and intent of the provisions of this chapter. The board of zoning adjustment shall not permit, as a variance, any use in a zone that is not permitted under this chapter. The board of zoning adjustment may impose conditions in the granting of a variance to ensure compliance and to protect adjacent property. In carrying out the purpose and intent of this chapter, the board shall be governed by the specific powers and prohibitions provided in this section, and may impose conditions in the granting of a variance to ensure compliance and protect adjacent properties.

d.

*Powers and duties.* The board has the following powers:

(1)

*Administrative review.*

(a)

To interpret the application of the provisions of this chapter in such a way as to carry out its stated purpose and intent.

(b)

To interpret boundary lines for districts in this chapter where the street layout actually on the ground varies from the street layout shown on the accompanying map.

(c)

To hear and decide appeal where it is alleged there is error in any order, requirement, decision, determination or interpretation made in the administration or enforcement of this chapter.

(2)

*Variances.*

(a)

The board may grant upon application in specific cases such variances from the bulk or area regulations of this chapter as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A variance from the terms of this chapter shall not be granted by the board unless and until:

1.

A written application for a variance is submitted demonstrating:

a.

That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same district.

b.

That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.

c.

That the special conditions and circumstances do not result from the actions of the applicant.

d.

That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

e.

No nonconforming use of adjacent lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

2.

The public hearing shall be held and public notice shall be given as set forth in subsection b. above.

a.

To grant a variance the board must find that the requirements of subsection d.(2)(a)1. have been met by the applicant for a variance.

b.

That the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

c.

That the granting of the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

3.

In granting any variance, the board may prescribe appropriate

1/3/2013

conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

4.

Under no circumstances shall the board grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by terms of this chapter in said district.

5.

Under no circumstances shall the action of the board be considered to grant a variance of any provision of any other protective code adopted by the city.

(b)

The board may grant, as a hardship variance, relief to any property owner who has a vested interest in a previously devised plan which conformed to the chapter in effect prior to the passage of this chapter. The owner must show proof of the previous intent including, but not limited to, development plans and specifications for that specific site. The board will not allow as a part of this process any use in any zone which is not allowed within that zone.

e.

*Appeals.* Any persons or person, or any board, taxpayer, department, or board of the city aggrieved by any decision of the board of adjustment may seek review by a court of record of such decision, in the manner provided by the laws of the state.

f.

*Duties of planning and community development director, board of adjustment, city council and courts on matters on appeal.* It is the intent of this chapter that all questions of interpretation and enforcement shall be first present to the planning and community development director, and that such questions shall be presented to the board only on appeal from the decision of the planning and community development director, and that recourse from the decision of the board shall be to the courts as provided by state law. It is further the intent of this chapter that the duties of the city council in connection with this chapter shall not include hearing and deciding questions of interpretation and enforcement that may arise. This procedure of deciding such question shall be as stated in this article and this chapter.

(Ord. No. 3307, 3-25-03; Ord. No. 4645, 11-13-12)

1/3/2013

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

AN ORDINANCE AMENDING ARTICLE 6, SEC. 2.14 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, TO BETTER DEFINE THE RULES AND REGULATIONS FOR GARAGE SALES WITHIN THE CITY OF SPRINDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City Council for the City of Springdale, Arkansas finds that it is necessary to amend Article VI, Sec. 2.14 of the Zoning Ordinance to clarify when a permit is necessary for a garage sales, yard sales, and rummage sales within the city;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following amendments are hereby made to the Zoning Ordinance:

SECTION 1: Sec. 2.14 concerning garage sales and yard sales is hereby amended as follows:

ARTICLE 6. – SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 2. – Residential districts in general.

2.14 Garage sales, and yard sales, and rummage sales. Permits for garage sales, yard sales, and rummage sales and ~~garage sales~~ shall be valid for not more than two (2) consecutive days and shall not be granted for the same location more than two (2) times during any calendar year. Any person or organization authorized under this section that ~~It is necessary that anyone conducting~~ conducts a ~~yard~~ garage sale, rummage yard sale or garage rummage sale shall obtain a permit before conducting such sale unless the property in which the sale takes place is properly zoned for such purposes and a business license has been obtained as required under this Code. Such sales shall only take place on residential property or by charitable or non-profit organizations on property zoned P-1 or commercial. Application for a permit for a garage sale, yard sales, and rummage sales and ~~garage sales should~~ shall be made to the building inspector, and the building inspector ~~he~~ shall issue permits subject to the above conditions after payment of a fee of \$10.00 ~~as determined by the city.~~ Garage Sales, yard sales, and rummage sales conducted on school property by organizations affiliated with the school are exempt from the permit requirements set out herein.

~~The permit fee for yard sales, rummage sales, and garage sales shall be \$10.00.~~

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 \_\_\_\_\_, 2013.

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

ATTEST:

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

APPROVED:

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

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

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

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

WHEREAS, incorporated herein by reference is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$150,000.00 per year, as set out in the Agreement;

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

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

**Section 1:** That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$150,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of January, 2013, by and between the City of Springdale, Arkansas, hereinafter referred to as "City," and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "Chamber;"

WITNESSETH:

WHEREAS, the City of Springdale recognizing the need for continued development and economic diversification, a broader tax base, and increased employment opportunities and improved quality of life for its citizens, wishes to provide for a coordinated effort to encourage, foster and promote the economic development of the City and its environs; and

WHEREAS, the Chamber of Commerce of the City of Springdale, Arkansas has actively promoted business development and economic growth within the region for the purpose of creating jobs, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being combine and coordinate their efforts for such purpose and provide as effective economic development program for Springdale, to be operated as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. That the Chamber agrees to serve as the economic development marketing arm of the City for 2013 and 2014, subject to paragraph 5 of this Agreement.
2. Further, Chamber agrees that it shall be assigned the following responsibilities:

- a. Chamber shall develop coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the City;
  - b. The Chamber shall be responsible for advancing the improvement, in the broadest sense, of the quality and the quantity of life in the City.
    - (1) Implementation, development and management of all marketing and advertising campaigns designed to attract a diverse segment of manufacturing, service industries, commercial and retail establishments, if such campaigns are used.
    - (2) Design and execution of an industrial retention and expansion program to encourage local manufacturing to remain and expand in the City.
    - (3) Operation of an on-going communications and promotions program for economic development activities in the City.
  - c. The Chamber shall provide a written report to the City Council on a quarterly basis relative to its economic development work. The reports will be due in January, April, July, and October of each year.
3. Further, it is agreed by and between the parties that in the role of serving as the economic development marketing arm for the City, Chamber shall be responsible for:
- a. Representing the City as the initial contact for manufacturing, service industries, commercial and retain prospects.

- b. Development of financial proposals to help accomplish the economic development goals, which includes development of financial proposals for project funding, which includes working with the City, AEDC, and regional and local financial institutions.
- c. Maintaining economic development files that will pertain to manufacturing, service industry, commercial and retail projects.

4. For the services to be provided by the Chamber to the City for the years 2013 and 2014, the City shall pay \$150,000.00 per year to the Chamber. The sum of \$37,500.00 shall be paid on January 1, April 1, July 1, and October 1 in 2013 and 2014, subject to paragraph 5 of this Agreement.

5. This Agreement shall terminate on December 31, 2014. However, should the City not appropriate the funds to pay the Chamber for 2014, this Agreement shall terminate December 31, 2013.

6. This Agreement does not create an exclusive right to conduct marketing of economic development by the Chamber on behalf of the City.

7. If the City appropriates the necessary funds through 2014 to fund this Agreement, this Agreement shall be automatically renewed each year on the same terms and conditions provided the Chamber requests renewal on or before October 1, and upon condition the City appropriates the necessary funds. If either party wants to change any of the terms or conditions set out in the Agreement, the party must submit those changes to the other party within 60 days prior to the expiration of the Agreement year. If the parties cannot agree to the changes, the Agreement will renew on the same terms and conditions set out herein provided the Chamber has requested renewal as provided herein, and provided the City appropriates the necessary funds.

WITNESS our hands and seals this 8th day of January, 2013.

CITY OF SPRINGDALE

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SPRINGDALE CHAMBER OF COMMERCE

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR ACQUISITION OF SIX  
LIFEPACKS FOR EMERGENCY MEDICAL RESPONSE**

**WHEREAS**, the lifepack units currently used by the Springdale Fire Department are over ten years old and the manufacturer of these units is discontinuing support and maintenance of them, and

**WHEREAS**, the Fire Chief and Mayor recommend replacement of the lifepacks to ensure that the high quality of service provided by the Springdale Fire Department is continued, and

**WHEREAS**, Physio Control has proposed to furnish new lifepacks and related equipment for a total of 265,128.30, and

**WHEREAS**, Physio Control is on the State of Arkansas procurement contract list and pricing for this purchase agrees with the terms of that contract and competitive bidding is not required;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$265,128.50 of Capital Improvement Project Funds is hereby authorized for the purchase of six lifepack units and related equipment from Physio Control.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Springdale Fire Department

December 11, 2012

To: Mayor Doug Sprouse  
CC: Eric Ford, Police and Fire Committee, Wyman Morgan, Director Admin/ Finance  
From: Mike Irwin  
Subject: CIP request

---

Mayor Sprouse;

The Fire Department would like to request CIP funds for the purchase of new lifepacks for our ambulances for EMS responses. As you are aware, the current models that we are running are no longer being supported by the manufacturer, and no new parts will be manufactured from this point forward. This puts us in a difficult situation if one of our units needs a part that is no longer available, we will not be able to have repairs completed on that unit, thus causing us to run short on a very critical piece of equipment to provide quality care to the citizens and visitors of Springdale, as well as jeopardizes our ALS transport license with the state. These units are now over 10 years old, and are used very frequently on EMS calls and become a critical piece of good quality care and sometimes lifesaving events for our patients.

You will find attached the bid for new units for all of our ambulances plus two for our reserve ambulances. A total of six units are being requested due to the uncertainty of how long we will be able to keep the current units functional and we cannot afford to be without this critical piece of equipment. The total cost with all the units as well as the support equipment needed is a total of \$ 265,128.50. This includes the 6 units, the battery chargers and batteries, all ancillary equipment as well. Thank you and the CIP committee for consideration into this request.

Mike Irwin  
Fire 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.



**Physio-Control, Inc.**  
 11811 Willows Road NE  
 P.O. Box 97023  
 Redmond, WA 98073-9723 U.S.A  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

To: Jim Vaughan  
 Division Chief  
 Springdale Fire Department  
 417 S Holcomb St  
 SPRINGDALE, AR 72764  
 Phone: (479) 751-4510  
 Fax: (479) 750-8104  
 jvaughan@springdaleark.org

**Quote#:** 1-138208658  
**Rev#:** 9  
**Quote Date:** 12/07/2012  
**Sales Consultant:** Todd Shire  
 800-442-1142 x 72031  
**FOB:** Destination  
**Terms:** All quotes subject to credit approval and the following terms & conditions

**Contract:** NASPO #SW300

**Exp Date:** 03/07/2013

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	<b>99577-000047 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend, BT</b> INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, Service Manual CD-ROM 21340-000438, ShipKit- (RC Cable) 41577-000126. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	6	\$36,595.00	\$5,999.25	\$0.00	\$30,595.75	\$183,574.50
2	<b>11577-000011 - MOBILE BATTERY CHARGER</b> DC AND AC OPERATION FOR MOBILE TRANSPORT APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC AND DC POWER CORDS, MOUNTING BRACKET AND OPERATING INSTRUCTIONS.	4	\$1,725.00	\$343.75	\$0.00	\$1,381.25	\$5,525.00
3	<b>21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY</b> RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	24	\$400.00	\$77.85	\$0.00	\$322.15	\$7,731.60
4	<b>11577-000002 - LIFEPAK 15 Basic Carry Case w/ right &amp; left pouches</b> Includes shoulder strap 11577-000001	6	\$268.00	\$55.50	\$0.00	\$212.50	\$1,275.00
5	<b>11260-000039 - LP15 Rear Pouch for carrying case</b>	6	\$69.00	\$13.75	\$0.00	\$55.25	\$331.50
6	<b>11220-000028 - Top Pouch</b> Storage for sensors and electrodes. Insert in place of standard paddles.	6	\$48.00	\$8.90	\$0.00	\$39.10	\$234.60
7	<b>11171-000024 - LNC4 PATIENT CABLE, 4 FT</b> ACCESSORY 11171-000024 LNC4-PATIENT CA	6	\$191.00	\$66.05	\$0.00	\$124.95	\$749.70
8	<b>11160-000007 - NIBP CUFF- REUSEABLE,LARGE ADULT</b>	6	\$30.00	\$5.35	\$0.00	\$24.65	\$147.90
9	<b>MC999-001008-5 - Point of Sale ship-in repair and 1 ship-in inspection per year - 5 years</b> Contracts with 4 and 5 year terms must be paid in full up front.	6	\$4,905.00	\$0.00	\$0.00	\$4,905.00	\$29,430.00

Quote#: 1-138208658

Rev#: 9

Quote Date: 12/07/2012

**Quote Products (continued)**

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
10	11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407 RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	10	\$819.00	\$228.25	\$0.00	\$590.75	\$5,907.50
11	11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640 RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	6	\$819.00	\$143.25	\$0.00	\$675.75	\$4,054.50
12	21340-000806 - EMS DATA REVIEW SW	1	\$2,250.00	\$337.50	\$0.00	\$1,912.50	\$1,912.50
13	21340-000803 - DT EXPRESS	4	\$499.00	\$74.85	\$0.00	\$424.15	\$1,696.60
14	99428-000294 - LIFENET CONNECT - CODE-STAT LIFENET CONNECT - CODE-STAT	1	\$129.00	\$19.35	\$0.00	\$109.65	\$109.65

SUB TOTAL \$242,680.55  
ESTIMATED TAX \$22,447.95  
ESTIMATED SHIPPING & HANDLING \$0.00  
**GRAND TOTAL \$265,128.50**

**Pricing Summary Totals**

List Price: \$286,615.00  
NASPO #SW300 Contract Discount: - \$43,915.10  
Cash Discounts: - \$19.35  
Tax + S&H: + \$22,447.95

**GRAND TOTAL FOR THIS QUOTE \$265,128.50**

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:  
# 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)
NAME
TITLE
DATE

Ref. Code: MH/01489703/1-2AAA16

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

## TERMS OF SALE

### General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

### Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

### Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

### Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

### Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at [http://www.physio-control.com/uploadedFiles/support/ReturnPolicy\\_3308529\\_A.pdf](http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf).

### Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

### Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

### Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

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

**A RESOLUTION AUTHORIZING THE DISCONTINUANCE  
OF THE RESTRICTION OF CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR THE DESIGN AND  
CONSTRUCTION OF AN I-540 INTERCHANGE**

**WHEREAS**, the City Council committed \$5,000,000/year through the end of 2013 of capital improvement project funds for the I-540 interchange at Don Tyson Blvd., and

**WHEREAS**, this project will be completed with funds provided by the 2012 Series Sales and Use Tax Bonds, and

**WHEREAS**, the City Council desires to remove this restriction on these funds and make them available for other projects when appropriated by the City Council;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the appropriation of Capital Improvement Project Funds for the I-540 interchange at Don Tyson Blvd is hereby ended and any accumulated funds in the CIP Fund already restricted for this purposed are hereby released from that restriction.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR DRAINAGE AND PARKING LOT  
IMPROVEMENTS AT THE SPRINGDALE SENIOR CENTER**

**WHEREAS**, the Senior Center needs additional parking and drainage improvements in the existing parking lot, and

**WHEREAS**, the Senior Center Director has \$30,000 that has been donated for use in parking lot improvements, and

**WHEREAS**, City of Springdale staff has prepared plans for these improvements, and

**WHEREAS**, staff has also estimated the total cost of this project to be \$249,074.08;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$220,000 of Capital Improvement Project Funds is hereby authorized for drainage and parking lot improvements at the Springdale Senior Center.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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Doug Sprouse, Mayor

ATTEST:

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Denise Pearce, City Clerk

APPROVED AS TO FORM:

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Ernest B. Cate, City Attorney

## Senior Center Parking Lot Expansion

November 2012

Item Description	Units	Estimated Quantity	Unit Price	Total
Remove Existing Concrete Pavement, Trickle Channels, and Curb & Gutter	SY	2700	\$ 10.00	\$ 27,000.00
Earth Berm Relocation	LS	1	\$ 500.00	\$ 500.00
Select Fill Material	CY	1500	\$ 12.00	\$ 18,000.00
Miscellaneous Grading	LS	1	\$ 500.00	\$ 500.00
Topsoil and Sod	SY	700	\$ 6.50	\$ 4,550.00
Landscaping and Irrigation	LS	1	\$ 15,000.00	\$ 15,000.00
Modify Planters	LS	1	\$ 1,000.00	\$ 1,000.00
Subgrade Preparation	SY	3600	\$ 2.00	\$ 7,200.00
Cast In Place Grated Inlet	Each	1	\$ 3,500.00	\$ 3,500.00
Cast In Place Drop Inlet	Each	1	\$ 4,500.00	\$ 4,500.00
Niloplast Grated Inlet	Each	2	\$ 2,000.00	\$ 4,000.00
18" RCP - Class 5	LF	53	\$ 45.00	\$ 2,385.00
18" N-12 ADS HDPE Pipe	LF	185.5	\$ 25.00	\$ 4,637.50
Parking Lot Paving - Asphalt	SY	3290	\$ 30.00	\$ 98,700.00
Curb and Gutter	LF	915.5	\$ 13.50	\$ 12,359.25
Concrete Trickle Channel	LF	205	\$ 17.00	\$ 3,485.00
5' Sidewalk	LF	362	\$ 17.00	\$ 6,154.00
Ramps	SY	35	\$ 45.00	\$ 1,575.00
Tactile Panel	Each	6	\$ 250.00	\$ 1,500.00
Pavement Markings	LF	2650	\$ 0.75	\$ 1,987.50
Pavement Symbol Markings	Each	5	\$ 300.00	\$ 1,500.00
Handicap Parking Signage	Each	5	\$ 75.00	\$ 375.00
Tree Protection Fence	LS	1	\$ 500.00	\$ 500.00
Trench Excavation Safety	LS	1	\$ 250.00	\$ 250.00
Erosion Control	LS	1	\$ 500.00	\$ 500.00
Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00
				<b>\$ 224,158.25</b>

10% Construction Contingency: \$ 22,415.83

Material Testing: \$ 2,500.00

**Total: \$ 249,074.08**

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR ACQUISITION OF A PICKUP FOR  
THE ADMINISTRATION MAINTENANCE SUPERVISOR**

**WHEREAS**, the vehicle currently assigned to the administration maintenance supervisor is a 1997 model with over 121,000 miles, and

**WHEREAS**, the motor in this vehicle was rebuilt at 100,000 miles and the vehicle would now require extensive work to keep it in service, and

**WHEREAS**, the State of Arkansas vehicles contract list contains a Chevrolet Silverado, 1/2T Full Size 4x4 Ex. Cab pickup for \$21,108.00, and

**WHEREAS**, the Administration & Financial Services Director and Mayor recommend replacement of this vehicle;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$21,108 of Capital Improvement Project Funds is hereby authorized for acquisition of a pickup truck for the administration maintenance supervisor.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Wyman Morgan

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**From:** Mike Janda [mjanda@springdalear.gov]  
**Sent:** Monday, December 31, 2012 9:41 AM  
**To:** 'Wyman Morgan'  
**Subject:** Admin Pickup

Wyman,

Per your request the information on the Admin Pickup Vehicle

Year 1997  
Make Chevrolet  
Model S10 Pickup  
VIN#1GCDT19X1v156848  
LIC#ZPL371  
Mileage 121,000  
Motor has been rebuilt at 100,000 mi. and is need of repair that would be cost prohibitive.

Thanks,  
Mike Janda

12/31/2012

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR ACQUISITION OF VEHICLES AND  
RELATED EQUIPMENT FOR THE POLICE DEPARTMENT**

**WHEREAS**, the Police Department is in need of ten patrol cars and related equipment, and

**WHEREAS**, the Police Chief has requested \$213,000.00 be appropriated from the CIP Funds to be use to make this purchase with the balance of \$147,000.00 from reserves restricted for acquisition of police department equipment;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$213,000 of Capital Improvement Project Funds is hereby authorized for acquisition of police department patrol cars and related equipment.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# MEMO

**Date:** 1/2/2013  
**To:** Wyman Morgan  
**From:** Chief Kathy O'Kelley  
**Re:** CIP Funding Request

Wyman:

Please add the following request to the next CIP committee meeting.

101-0501-421.80-32	Vehicle Equipment	<b>\$105,000.00</b>
	\$85,000.00 Marked Police Cars @ \$8500 per unit	
	\$20,000.00 Prisoner Van Conversion	
101-501-421.80-31.1.1	Vehicles	<b>\$108,000</b>
	\$255,000.00 10 patrol vehicles	
	<b>\$147,000.00</b> <i>vehicle reserve fund 421.80-50</i>	

**Total Request: \$213.00**

KOK

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR ACQUISITION AND  
REPLACEMENT OF COMPUTER SERVERS AND  
RELATED EQUIPMENT AND PROGRAMS**

**WHEREAS**, the City of Springdale currently uses approximately 25 servers of which half have been in use for more than ten years and all have been in use for more than five years, and

**WHEREAS**, the current servers are operating at over 80% of their capacity, and

**WHEREAS**, the proposed replacement will provide for needed growth by providing increased storage and more efficient processing for users, and

**WHEREAS**, the upgrade of the servers should improve the performance of almost all programs, data bases and functions performed by the current servers;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of \$392,000 of Capital Improvement Project Funds is hereby authorized for acquisition of computer servers and related equipment and programs

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# IT Modernization Project

## Investment Summary

### Production Environment

chassis & compute nodes	\$	61,500.00	
storage array	\$	29,500.00	
networking / software	\$	33,500.00	
UPS / battery backup	\$	4,000.00	
			\$ 128,500.00

### Secondary Environment

storage & compute	\$	11,500.00	
AS400 upgrade	\$	20,000.00	
			\$ 31,500.00

### Server Software

Windows Server	\$	6,262.00	
Windows Server Client Access License	\$	4,750.00	
MS Remote Desktop client access - device	\$	4,200.00	
MS Remote Desktop client access - user	\$	4,800.00	
MS SQL server	\$	14,004.00	
2X Application Server	\$	3,200.00	
			\$ 37,216.00

### Installation / Services

install / setup / engineering	\$	10,000.00	
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### Electrical / Cooling / Premise Wire

construction / electrical	\$	5,000.00	
air conditioning	\$	1,750.00	
premise wiring	\$	2,600.00	

### Wide Area Network

router equipment (refurbished)	\$	2,000.00	
engineering	\$	1,500.00	
public safety 24 GHz Point-to-Point bridge	\$	3,400.00	
			\$ 6,900.00

### Public Safety Desktop Refresh

MS Office licensing	\$	66,200.00	
100 replacement public safety workstations	\$	87,929.00	
Windows 8 Pro	\$	7,320.00	
			\$ 161,449.00

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**\$ 374,915.00**

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Current environment:

- 50 percent of critical server equipment has been in service for more than 9 years
- 100 percent more than 5 years
- Remaining available capacity is less than 20 percent and frequently requiring replacement parts

Virtualized Infrastructure upgrade:

- Accommodate our growing data usage and storage
- More powerful, scalable and efficient platform
- Simply and improve business continuity and recovery process

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT  
PROJECT FUNDS FOR ACQUISITION OF TWO VEHICLES  
FOR THE BUILDINGS DEPARTMENT**

**WHEREAS**, the Buildings Department currently has a vehicles out of service with a transmission failure and the repair would exceed 60% of the value of the vehicle, and

**WHEREAS**, the Buildings Department has two other vehicles with mileage exceeding 90,000 that are 12 and 13 years old, and

**WHEREAS**, the Chief Building Official and the Mayor recommend purchasing two vehicles for this department, and

**WHEREAS**, Springdale Dodge has the state vehicle contract for Jeep Patriot Sport for a price of \$18,575.00;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the expenditure of \$37,150 of Capital Improvement Project Funds is hereby authorized for acquisition of two Jeep Patriot Sport vehicles from Springdale Dodge for the Buildings Department.

**PASSED AND APPROVED** this 22nd day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Memo

To: Honorable Mayor Doug Sprouse  
From: Mike Chamlee, Chief Building Official  
Date: December 20, 2012  
RE: vehicles

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Mayor,

As we discussed last week, we have another vehicle which needs a transmission replaced. That vehicle is a 2005 Ford Escape with between 98,000 and 99,000 miles. Kelley Blue Book values the vehicle between \$3,036 and \$4,361 dependant upon how the condition is graded. The quote for a new transmission is \$2,786.39. I have included below, a list of our entire fleet and their mileage as of today, for your review.

2004 S10 Chev. Blazer- 100,165

2005 Jeep Liberty- 63,365

2005 Jeep Liberty- 79,422

2005 Jeep Liberty- 94,306

2005 Jeep Liberty- 70,415

2007 Chev Colorado- 59,010

2007 Chev Colorado- 51,245

2007 Chev Colorado- 55,267

C:\Users\wymanno\AppData\Local\Microsoft\Windows\Temporary Internet Files\OLK51D7\vehicle request 122012.doc

I did ask to replace 2 vehicles in the 2013 budget proposal and we agreed to wait until further in the year to explore this option. We then had the transmission "go out" in a 2004 Chevy S10 Blazer a few months ago and the Council allowed us to replace that vehicle with salary savings from 2012. This was not the other vehicle I had intended to replace if the funding was available in 2013, but I do believe it necessary to replace it now. We propose to purchase from the State Bid contract a Jeep Patriot from Springdale Dodge Jeep for \$18,575. Thank you for your consideration of this matter.

C:\Users\wymanmo\AppData\Local\Microsoft\Windows\Temporary Internet Files\OLK51D7\vehicle request 122012.doc

● Page 2

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

**A RESOLUTION AMENDING THE 2013 BUDGET  
OF THE PARKS AQUATIC CENTER FUND**

**WHEREAS**, the Parks & Recreation Director has requested a budget amendment to appropriate funds for the acquisition of power lifts to assist citizens with a disability in accessing the pool at the aquatic center, and

**WHEREAS**, the providing of this type of equipment will become mandatory this year, and

**WHEREAS**, that City Council desires that funds be appropriated for this project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the 2013 budget of the Park Aquatic Center 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>
Aquatic Center	40203054598030	Equipment	6,700	13,810		20,510

**PASSED AND APPROVED** this 22<sup>nd</sup> day of January, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## SPRINGDALE PARKS & RECREATION

MAILING ADDRESS: PO BOX 42

PHYSICAL ADDRESS: 600 ASH STREET

SPRINGDALE, ARKANSAS 72765

PHONE: 750-8185 OR 751-7275 WEB: WWW.SPRINGDALEARK.ORG

# MEMORANDUM

To: Wyman Morgan, Finance & Administration Director

From: Dr. Rick McWhorter, CPRP  
Director of Parks & Recreation

Date: Jan. 2, 2013

Subject: SAC Budget Adjustment Request

In 2012, we budgeted for two portable lifts for the SAC to meet the Dept. of Justice mandate. The DOJ delayed their mandate and we must comply for the 2013 season. Therefore, I am requesting a budget adjustment to move the SAC capital of \$13,810 from 2012 to the 2013 SAC Capital budget. Thanks.

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

**A RESOLUTION AMENDING SECTION 3.14 OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS CONCERNING THE GRIEVANCE PROCESS**

WHEREAS, it has come to the attention of the City Council that Sec. 3.14, Grievance Process, of the Personnel and Procedures Manual for the City of Springdale, Arkansas, is in need of revision;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Section 3.14 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

**3.14 Grievance Process:**

A "grievance" shall mean a claim or dispute by an employee with respect to the interpretation, meaning or application of the provisions of the City's Personnel and Procedures Manual ~~or the respective department's policies and procedures.~~

Any claim or dispute by an employee with respect to the interpretation, meaning or application of each department's written policies, directives, and procedures shall be taken through the department's chain of command, and to the department head of that department if necessary, and said claim or dispute shall not be handled through this grievance process.

It is the policy of the City of Springdale to afford all employees a means of obtaining further consideration of problems when they remain unresolved.

Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended for good cause shown unless other procedures are provided by federal or state law regulations.

UNDER NO CIRCUMSTANCES WILL MORE THAN ONE (1) GRIEVANCE PROCESS APPLY TO AN EMPLOYEE OF THE CITY OF SPRINGDALE, ARKANSAS. IF CIVIL SERVICE LAW FOR CERTAIN POLICE DEPARTMENT AND FIRE DEPARTMENT EMPLOYEES ALLOWS THAT PARTICULAR EMPLOYEE TO APPEAL A PARTICULAR DISCIPLINARY ACTION TO THE CIVIL SERVICE COMMISSION, THEN THE GRIEVANCE PROCEDURE SET OUT HEREIN SHALL NOT BE USED AND THE ONLY APPEAL OF THE DEPARTMENT HEAD'S DECISION CONCERNING THE DISCIPLINARY ACTION SHALL BE TO THE CIVIL SERVICE COMMISSION. IF, HOWEVER, THE POLICE DEPARTMENT OR FIRE DEPARTMENT EMPLOYEE DOES NOT HAVE AN APPEAL RIGHT, BY LAW OR RULE OF THE CIVIL SERVICE COMMISSION, THEN SUCH EMPLOYEE MAY USE THE GRIEVANCE PROCEDURE SET OUT IN THIS POLICY.

The following is the procedure to be followed in the grievance process:

Step 1. An employee must present a grievance within ten (10) working days of its alleged occurrence to the employee's immediate supervisor and department head, who shall attempt to resolve it within five (5) working days after it is presented to them.

Step 2. If the employee is not satisfied with the solution by the department head, the employee must submit the grievance, in writing, to the Mayor's office within

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

five (5) working days of the decision.\* This written notice shall include the following:

- a. Statement of the grievance and relevant facts.
- b. Remedy sought.
- c. Reasons for dissatisfaction with the department head's solution.

The Mayor shall attempt to resolve the grievance within ten (10) working days after it has been presented, and respond to all concerned parties in writing.

Step 3. If the employee is not satisfied with the solution by the Mayor, the employee must submit all information concerning the grievance to the Chairman of the Personnel Committee within five (5) working days after receiving the Mayor's decision in writing.

The written notice to the Chairman of the Personnel Committee shall contain all that information set out in Step 2. The Mayor shall also supply to the Chairman of the Personnel Committee a copy of the response of the Mayor's office to the grievance. Within 14 days after the grievance is presented to the Chairman of the Personnel Committee, the Chairman of the Personnel Committee shall call a meeting of the full City Council to meet and hear the grievance, and make a decision and notify the employee in writing of their decision. Such notification shall be within five (5) working days after the Personnel Committee hears the grievance.

The City Council may go into executive session in hearing the grievance, if such executive session would be allowed by Arkansas law.

\*For employees at the Library, the Library Board will work with the Mayor in handling the grievance at Step 2, but if the Library Board and the Mayor do not agree on the solution, the Mayor's decision will be binding. If the Mayor rules against the Library employee, the next appeal will be pursuant to Step 3 of the grievance procedure. For employees of the Shiloh Museum, the Mayor will consult with the Shiloh Museum Board in Step 2, in handling the grievance. However, if the Shiloh Museum Board and the Mayor do not agree on the solution, the Mayor's decision will be binding. If the Mayor rules against the Shiloh Museum employee, the next appeal will be pursuant to Step 3 of the grievance procedure.

NOTHING IN THIS POLICY, THE PREVIOUS POLICY, OR ANY POLICY OR PROCEDURE OF THE CITY OF SPRINGDALE SHALL BE INTERPRETED TO MEAN THE CITY OF SPRINGDALE IS NOT AN AT-WILL EMPLOYER, AS SET OUT IN POLICY 2.2.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SPRINGDALE CITY COUNCIL  
STANDING COMMITTEES FOR 2011/2012**

<p style="text-align: center;"><b><u>Parks &amp; Recreation Committee</u></b></p> <p>1 <u>Brad Bruns, Chairman</u></p> <p>2 <u>Jeff Watson</u></p> <p>3 <u>Kathy Jaycox</u></p> <p>4 <u>Rick Evans</u></p>	<p style="text-align: center;"><b><u>Ordinance Committee</u></b></p> <p>1 <u>Mike Overton, Chairman</u></p> <p>2 <u>Brad Bruns</u></p> <p>3 <u>Kathy Jaycox</u></p> <p>4 <u>Rick Evans</u></p>
<p style="text-align: center;"><b><u>Risk Management</u></b></p> <p>1 <u>Jim Reed, Chairman</u></p> <p>2 <u>Eric Ford</u></p> <p>3 <u>Jeff Watson</u></p> <p>4 <u>Rick Evans</u></p>	<p style="text-align: center;"><b><u>Health, Sanitation &amp; Property Maint.</u></b></p> <p>1 <u>Jeff Watson, Chairman</u></p> <p>2 <u>Jim Reed</u></p> <p>3 <u>Kathy Jaycox</u></p> <p>4 <u>Rick Evans</u></p>
<p style="text-align: center;"><b><u>Personnel Committee</u></b></p> <p>1 <u>Kathy Jaycox, Chairman</u></p> <p>2 <u>Bobby Stout</u></p> <p>3 <u>Brad Bruns</u></p> <p>4 <u>Mike Overton</u></p>	<p style="text-align: center;"><b><u>Street &amp; Capital Improvement</u></b></p> <p>1 <u>Rick Evans, Chairman</u></p> <p>2 <u>Eric Ford</u></p> <p>3 <u>Jim Reed</u></p> <p>4 <u>Kathy Jaycox</u></p>
<p style="text-align: center;"><b><u>Finance Committee</u></b></p> <p>1 <u>Bobby Stout, Chairman</u></p> <p>2 <u>Jeff Watson</u></p> <p>3 <u>Mike Overton</u></p> <p>4 <u>Eric Ford</u></p> <p>5 <u>Kathy Jaycox</u></p> <p>6 <u>Rick Evans</u></p> <p>7 <u>Jim Reed</u></p> <p>8 <u>Brad Bruns</u></p>	<p style="text-align: center;"><b><u>Police &amp; Fire Committee</u></b></p> <p>1 <u>Eric Ford, Chairman</u></p> <p>2 <u>Bobby Stout</u></p> <p>3 <u>Kathy Jaycox</u></p> <p>4 <u>Mike Overton</u></p>
<p style="text-align: center;"><b><u>Technology Committee</u></b></p> <p>1 <u>Jim Reed, Chairman</u></p> <p>2 <u>Bobby Stout</u></p> <p>3 <u>Eric Ford</u></p> <p>4 <u>Brad Bruns</u></p>	<p style="text-align: center;"><b><u>Comm. Block Grant</u></b></p> <p>1 <u>Bobby Stout, Chairman</u></p> <p>2 <u>Jeff Watson</u></p> <p>3 <u>Jim Reed</u></p> <p>4 <u>Mike Overton</u></p>
<p style="text-align: center;"><b><u>Public Vehicle Commission</u></b></p> <p>1 to be appointed by Mayor</p> <p>2 to be appointed by Mayor</p> <p>3 to be appointed by Mayor</p>	
<p style="text-align: center;"><b><u>Advertising &amp; Promotion Commission</u></b></p> <p>1. <u>Brad Bruns, City Council Member</u></p> <p>2. <u>Mike Overton, City Council Member</u></p>	