

CITY OF SPRINGDALE
Committee Agendas
Monday, April 7th, 2014
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. ***Discussion*** concerning fees associated with the rezoning application, presented by Ernest Cate, City Attorney. **Pg.'s 2-4**
2. ***An Ordinance*** amending Section 42-51 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency and for other purposes, presented by Ernest Cate, City Attorney. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 5-6**
3. ***An Ordinance*** amending Chapter 114-86 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes, presented by Ernest Cate, City Attorney. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 7-11**

Finance Committee, Chairman Brad Bruns:

4. Tabled from 03-17-14; ***A Resolution*** authorizing a Master Lease Agreement with Verizon Wireless, presented by Wyman Morgan, Director of Administration & Financial Services. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 12-24**
5. ***A Resolution*** amending the 2014 Budget of the Springdale District Court, presented by Judge Harper. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 25-26**

Street & CIP Committee, Chairman Rick Evans:

6. ***An Update*** – Design and renovation of Springdale Airport, presented by Wyman Morgan, Director of Administration and Financial Services.
7. ***A Discussion*** concerning a letter of request to assume the responsibility of street lights in the Western Trails Estates Subdivision, presented by Shawn Watts / Jim Heifner, Western Trails Property Owners Association Board. **Pg.'s 27-28**
8. ***A Resolution*** authorizing the City Attorney to begin condemnation proceedings on six parcels of property on the 56th Street widening project from Don Tyson Parkway north to Watkins Ave, presented by Ernest Cate, City Attorney (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 29-30**
9. ***A Resolution*** authorizing the City Attorney to begin condemnation proceedings on property owned by Thang Van Nguyen and Xuan Thi Huynh located at 3700 S. 56th Street (Parcel No. 815-30889-000) on the 56th Street widening project, presented by Ernest Cate, City Attorney. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 31-32**

Personnel Committee, Chairwoman Kathy Jaycox:

10. ***A Resolution*** reassigning the role of plans examination to the Chief Building Inspector and returning the position of Inspector/Plans Examiner to "Inspector", presented by Mike Chamlee, Director of Building Inspection and Gina Kincy Director of Human Resources. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 33-34**
11. ***A Resolution*** amending Sections 2.6, 2.7, 2.9, 2.11, 2.12, 2.13, 2.15, 2.18, 2.19, 2.21, and 2.22 of the Personnel and Procedures Manual for the City of Springdale, Arkansas., presented by Gina Kincy, Director of Human Resources. (This will be on the City Council Agenda Tuesday, April 8th, 2014.) **Pg.'s 35-44**

Parks and Recreation Committee, Chairman Brad Bruns:

12. Presentation – Park Design update, presented by Alan Pugh, Director of Engineering. (Paperwork will be provided at the meeting.)

11.1 Rezoning procedure initiated by private parties.

- a. *Fee.* Any private party or parties desiring a zoning change shall pay a fee, as determined by resolution of the city council, to the city clerk to cover the costs of public notices, and other expenses.
- b. *Petition.* Any private party or parties desiring an amendment to the boundaries of the zoning districts of this article, upon payment of the above fee, shall submit a petition to the planning commission providing the following information:
 1. The name of the record title holder of the property provided by a copy of the warranty deed and the intended grantees if the property is subject to contract sale or title is to be otherwise conveyed.
 2. The zoning classification request for the property.
 3. A brief statement explaining the reason for the rezoning request, the intended use of the property, and the effect of property changes upon the surrounding land uses.
 4. A layman's description of the property.
 5. If the property to be rezoned is to be only a portion of the land described on the warranty deed then an accurate legal description provided by a copy of a recent survey certified by a registered land surveyor will be required.
 6. A scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent property owners names, vicinity map, and a north arrow.
 7. Evidence in the form of a signed affidavit, that notice has been given to all adjacent property owners of the project subject to the rezoning after the application has been accepted and placed on the planning commission agenda. 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.
 8. The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and copy of notice) shall be filed with the planning office no later than seven (7) days prior to the meeting date.
- c. *Public hearing.* Upon receipt of a petition for an amendment, the planning commission shall hold a public hearing on the proposed amendment, after:
 1. A notice has been published in a newspaper of general circulation in the city at least one time fifteen (15) days prior to the public hearing, which notice sets forth the time and place of such hearing and the amendment proposal.
 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 sign(s) 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 described property has been notified by certified mail, return receipt requested, at least ten (10) days

- prior to the public hearing and the required affidavit has been submitted in accordance with subsection b.8. above.
4. The petitioner shall be present at the meeting for the matter to be considered. If the applicant is unable to attend, written authorization from the petitioner authorizing representation must be presented to the commission for the matter to be considered. Any decisions made by the designated agent shall be binding on the landowner.
- d. *Action by the planning commission.*
1. The planning commission shall hear the petitioner's request for rezoning at the public hearing and shall consider the petitioner's purposes for the re-zoning request as well as public comments. The amendment, as presented or modified by the action following the public hearing, shall be voted on by the planning commission or tabled for further action. If recommendation for approval is granted by the planning commission, the matter will be referred to the city council in the form of an ordinance, (ordinance to be prepared by staff), for the approval of the city council.
 2. Should the planning commission determine a lesser impacting zone would be more appropriate to meet the purposes of the petitioner and would cause less impact on the neighboring parties, the commission is empowered to reduce the zoning classification requested to a different classification, if the petitioner concurs. After consideration of comments from the public, the commission may vote thereon without the necessity of further publication notice. Any change in zoning classification to a higher or more impacting zone would require notice be republished and a public hearing to be held again.
 3. The petitioner's request for rezoning may be tabled one time to a later meeting only by action of the planning commission and only after the commission has heard comments from adjacent property owners and interested parties. Tabling a petition one time by the planning commission will not require an additional filing fee or re-notification. Should the petition be tabled again, it will be treated as a withdrawal of the rezoning request, and will require the refiling of the petition complete with an additional filing fee and proper re-notifications before the matter will be placed on the agenda.
 4. If a petitioner would like to withdraw a request, the petitioner may do so at the public hearing or in writing prior to the meeting. Withdrawal by a petitioner will require the refiling of the application complete with an additional filing fee and proper re-notifications before the matter will be placed on the agenda.
- e. *Action by the city council.* The city council, by majority vote, may by ordinance adopt the recommended amendment submitted by the planning commission or may return the proposed amendment to the planning commission for further study and recommendation. If action is not taken by the city council within sixty (60) days of the planning commission's submission of the proposed amendment to the city council, then the applicant shall be required to re-petition for a zoning change.
- f. *Appeal by petition to the city council.* Following disapproval of a proposed amendment by the planning commission, the petitioner may appeal such

disapproval to the city council, provided that the petitioner states specifically in writing to the city clerk why the petitioner considers the planning commission's findings and decisions to be in error. Such appeal shall be filed with the city clerk within fifteen (15) days from the date of the planning commission action along with an affidavit stating that adjacent property owners have been notified of the appeal to the city council. The appeal will be placed on the city council agenda no later than the second meeting following the filing of the appeal. The petitioner shall be present at the meeting for the matter to be considered. If the petitioner is unable to attend, written authorization from the petitioner authorizing representation must be presented to the council for the matter to be considered. The city council may approve the proposed amendment only by majority vote of all the members.

9. *Re-petitions for amendment.* No zoning amendment for a specific zone change which was denied shall be resubmitted within twelve (12) months from the date of final disapproval of a proposed amendment unless there is evidence submitted to the planning commission which justifies reconsideration.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 42-51 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council for the City of Springdale, Arkansas finds that excessive levels of sound are detrimental to the public health, welfare, safety, and quality of life of the residents and visitors to the City of Springdale, Arkansas;

WHEREAS, the City Council declares it to be necessary to provide for the greater and more effective regulation of excessive noise made by sound amplification devices by amending the current noise ordinance of the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, and to ensure the effective enforcement of the City's noise ordinance, that Section 42-51 of the Code of Ordinances of the City of Springdale, Arkansas, be amended.

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

Section 1: Section 42-51 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 42-51. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Ambient sound level means the total sound pressure in the area of interest including the source of interest.

A-weighting means the electronic filtering in sound level meters that model human frequency sensitivity.

dBA means the A-weighted unit of sound pressure level

Decibel (dB) means the unit for measurement for sound pressure level at a specified location.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Noise disturbance means:

- (1) The creating of any unreasonably loud and disturbing sound of such character, intensity, or duration as to be detrimental to the life or health of an individual, or which annoys or disturbs a reasonable person of normal sensitivities.

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

- (2) Owning, keeping, possessing, or harboring any animal or animals that continuously, repeatedly, or persistently, without provocation by the complainant, creates a sound which unreasonably disturbs or interferes with the peace, comfort or repose of persons of ordinary sensibilities.
- (3) The creating of any unreasonably loud and disturbing sound by a sound amplification device of such character, intensity, or duration as to be detrimental to the life or health of an individual, or which annoys or disturbs a reasonable person of normal sensitivities.

Sound means a temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

Sound amplification device means radio, radio receiving set, television, stereo, tape player, cassette player, compact disc player, "boom box," loud speaker, musical instrument, sound amplifier or other devices which produces, reproduces, or amplifies sound.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as (a), (b), or (c) as specified in the American National Standards Institute's specification for sound level meters. If the frequency weighting employed is noted indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, or output meter, and weighting network used to measure sound pressure levels.

Sound pressure level means 20 multiplied by the logarithm, to the base of ten, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

Section 2: All other provisions of Chapter 42 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114-86 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Section 114-86 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended and clarified as to further clarify the definition of trucks that cannot be operated on non-truck routes in the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Section 114-86 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to clarify the definition of "truck".

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

Section 1: Section 114-86 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Street means any paved or otherwise improved street, road, highway, avenue, boulevard or other land transportation route commonly used by automobiles, trucks, buses or motorcycles.

Truck means any vehicle ~~weighing 5,000 pounds or more~~ with more than 6 wheels, except recreational vehicles, busses used in transportation of chartered parties, and government owned vehicles.

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 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

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 114 - TRAFFIC AND VEHICLES >> ARTICLE III. TRUCKS AND TRUCK ROUTES >>

ARTICLE III. TRUCKS AND TRUCK ROUTES

Sec. 114-86. Definitions.

Sec. 114-87. Truck routes authorized.

Sec. 114-88. Violations.

Sec. 114-89. Penalty.

Secs. 114-90—114-110. Reserved.

Sec. 114-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Street means any paved or otherwise improved street, road, highway, avenue, boulevard or other land transportation route commonly used by automobiles, trucks, buses or motorcycles.

 *Truck* means any vehicle weighing 5,000 pounds or more.

(Code 1973, § 32-23)

Cross reference— *Definitions generally, § 1-2.*

Sec. 114-87. Truck routes authorized.

The city council hereby authorizes, empowers and appoints the city council street committee and the police committee to work jointly in such manner as they see fit to designate and make certain city streets as truck routes; to purchase or have constructed signs or signals to mark such truck routes, and to change or modify such routes or markings as the joint committee deems necessary or desirable to effect the purposes of this article.

(Code 1973, § 32-24)

State law reference— *Authority generally, A.C.A. § 27-49-106.*

Sec. 114-88. Violations.

It is unlawful for any person to drive or park, or permit the driving or parking, of any truck on any city street not expressly marked as a truck route; provided, however, that this prohibition shall not apply to any truck making a bona fide pickup or delivery of property or merchandise when it is necessary to leave the marked truck route to do so.

(Code 1973, § 32-26)

Sec. 114-89. Penalty.

Any person in violation of this article shall be subject to the penalties in section 1-9.

(Code 1973, § 32-27)

Secs. 114-90—114-110. Reserved.

Twelve (12) Month Registration Fee Chart Of Class Two (2) Through Eight (8) Trucks And Trailers Pulled By Class Two (2) Through Eight (8) Trucks - In the chart below, the weight class is listed in the shadowed area. Below each weight class, the weight per thousand lbs. is listed in the left column corresponding to the twelve (12) month fee for that weight class in the right column.

B CLASS		30,000	\$254.00	55,000	\$608.00	NR & FARM CLASS	
6,001	\$39.00	31,000	262.00	E CLASS		8,000	\$33.00
7,000	46.00	32,000	270.00	56,001	\$692.00	9,000	35.00
8,000	52.00	33,000	279.00	57,000	704.00	10,000	39.00
9,000	59.00	34,000	287.00	58,000	716.00	11,000	43.00
10,000	65.00	35,000	296.00	59,000	729.00	12,000	47.00
11,000	72.00	36,000	304.00	H CLASS		13,000	51.00
12,000	78.00	37,000	313.00	60,001	819.00	14,000	55.00
13,000	85.00	38,000	321.00	61,000	833.00	15,000	59.00
14,000	91.00	39,000	330.00	62,000	846.00	16,000	62.00
15,000	98.00	D CLASS		63,000	860.00	17,000	65.00
16,000	104.00	40,001	\$442.00	64,000	874.00	3 AXLE	98.00
17,000	111.00	41,000	453.00	65,000	887.00	4 AXLE	130.00
18,000	117.00	42,000	464.00	66,000	901.00	5 AXLE	163.00
19,000	124.00	43,000	475.00	67,000	915.00	NR & FARM HAULING ANIMAL FEED ONLY	
C CLASS		44,000	486.00	J CLASS		68,001	\$972.00
20,001	\$169.00	45,000	497.00	69,000	987.00	5 AXLE	\$650.00
21,000	177.00	46,000	508.00	70,000	1,001.00	FARM COTTON MODULE	
22,000	186.00	47,000	519.00	71,000	1,015.00	TAG	\$163.00
23,000	194.00	48,000	530.00	72,000	1,030.00	PERMIT	487.00
24,000	203.00	49,000	541.00	73,000	1,044.00	TOTAL	650.00
25,000	211.00	50,000	553.00	K CLASS		TRAILER PULLED BY CLASS 2-8 TRUCK	
26,000	220.00	51,000	564.00	73,281		ST	\$20.00
27,000	228.00	52,000	575.00	THROUGH			
28,000	237.00	53,000	586.00	80,000	\$1,350.00		
29,000	245.00	54,000	597.00				

Title fee	\$10.00
Class 2 – 8 truck tag transfer to another vehicle	\$10.00
Class 2 – 8 truck both tag and truck to new owner (applies to class 2 – 8 trucks only)	\$1.00
Lien filing for title lien	.50

(3) Trucks and Trailers. For all motor trucks, trailers, and semi-trailers including pipe and pole dollies, equipped with pneumatic tires, the license fee shall be charged on the basis of the gross loaded weight of the vehicle as follows:

(A) Class One -- All trucks and vans that are rated by the manufacturer as having a nominal tonnage of one (1) ton that are used exclusively for personal transportation and are not used for commercial or business purposes and all trucks and vans that are rated by the manufacturer as having a nominal tonnage of three-quarter (3/4) ton or less shall be assessed a license fee of twenty-one dollars (\$21.00) without regard to weight. All one-ton trucks and vans that are used for commercial or business purposes shall be registered in the appropriate class according to gross laden weight;

(B) Class Two -- On all such vehicles with a gross loaded weight between six thousand one pounds (6,001 lbs.) and twenty thousand pounds (20,000 lbs.), the fee to be charged shall be at the rate of six dollars and fifty cents (\$6.50) per thousand pounds of gross loaded weight of the vehicles;

(C) Class Three -- On all such vehicles with a gross loaded weight between twenty thousand one pounds (20,001 lbs.) and forty thousand pounds (40,000 lbs.), the fee to be charged shall be at the rate of eight dollars and forty-five cents (\$8.45) per thousand pounds of the gross loaded weight of the vehicles;

(D) Class Four -- On all such vehicles with a gross weight between forty thousand one pounds (40,001 lbs.) and fifty-six thousand pounds (56,000 lbs.), the fee to be charged shall be at the rate of eleven dollars and five cents (\$11.05) per thousand pounds of gross loaded weight of the vehicles;

(E) Class Five -- On all such vehicles with a gross loaded weight between fifty-six thousand one pounds (56,001 lbs.) and sixty thousand pounds (60,000 lbs.), the fee to be charged shall be at the rate of twelve dollars and thirty-five cents (\$12.35) per thousand pounds of gross loaded weight of the vehicles;

(F) Class Six -- On all such vehicles with a gross loaded weight between sixty thousand one pounds (60,001 lbs.) and sixty-eight thousand pounds (68,000 lbs.), the fee to be charged shall be at the rate of thirteen dollars and sixty-five cents (\$13.65) per thousand pounds of gross loaded weight of the vehicles;

(G) (i) Class Seven -- On all such vehicles with a gross loaded weight between sixty-eight thousand one pounds (68,001 lbs.) and seventy-three thousand two hundred eighty pounds (73,280 lbs.), the fee to be charged shall be at the rate of fourteen dollars and thirty cents (\$14.30) per thousand pounds of gross loaded weight of the vehicles.

(ii) On all such vehicles with a gross loaded weight between seventy-three thousand, two hundred eighty-one pounds (73,281 lbs.) and eighty thousand pounds (80,000 lbs.), the fee to be charged shall be one thousand three hundred fifty dollars (\$1,350);

(H) Class Eight.

(i) In order to aid in the development of the natural resources and to promote agriculture, timber harvesting, and forestry in Arkansas and in order to eliminate apparent inequities in license charges for vehicles using only improved roads and those used primarily on the farm, for timber harvesting or forestry, in the wooded areas, and off the main highway system of this state, a special classification is created to provide a different and more equitable rate for those vehicles used exclusively for the noncommercial hauling of farm or timber products produced in this state and for the hauling of feed, seed, fertilizer, poultry litter, and other products commonly produced or used in agricultural operations or the hauling of animal feed by owners of livestock or poultry for consumption in this state by livestock or poultry

Class A

Any combination of vehicles with a gross vehicle weight rating of 26,001 pounds or more, provided the GVWR of the vehicle(s) being towed is in excess of 10,000 pounds. No Class A license shall be issued to any person under the age of 18 years.

Class B

Any single vehicle with a GVWR of 26,001 pounds or more and any such vehicle towing a vehicle not in excess of 10,000 pounds. No Class B license shall be issued to any person under the age of 18 years.

Class C

Any single vehicle with a GVWR of less than 26,001 pounds or any such vehicle towing a vehicle with a GVWR not in excess of 10,000 pounds comprising:

- Vehicles designed to transport 16 passengers or more including the driver, and
- Vehicles used in the transportation of hazardous materials which require the vehicle to be placarded under 49 CFR, part 192, sub part F (Federal Regulations). No Class C license shall be issued to any person under the age of 18 years.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A MASTER LEASE
AGREEMENT WITH VERIZON WIRELESS**

WHEREAS, Verizon Wireless desires to improve their cell phone capability in Springdale, and

WHEREAS, Verizon Wireless wants to explore the possibility of locating equipment on property owned by the City of Springdale, and

WHEREAS, Verizon Wireless has requested permission to install equipment and work in public rights-of-way;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a master lease agreement with Verizon Wireless Tennessee Partnership.

PASSED AND APPROVED this 11th day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between the City of Springdale, Arkansas, with its principal offices located at _____, hereinafter designated LESSOR and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain buildings, utility poles and/or other improvements and/or facilities, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or upon certain of LESSOR's buildings, utility poles and/or other improvements and/or facilities, some of which may be located in the public rights-of-way; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and LESSEE in different geographic areas and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in of the subject building or facility, in the case of LESSOR, and the entity holding the FCC license in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space described in the applicable Supplement (the real property to which LESSOR has an interest to be subject to the applicable Supplement is hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, along with the right to use the public rights-of-

way as described in Paragraph 26 below. The space leased by LESSOR to LESSEE described in the applicable Supplement to be executed by the Parties is hereinafter collectively referred to as the "Premises". In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. In the event LESSOR leases to LESSEE any space within or on any building of any Property (the "Building"), LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. In the event LESSOR leases to LESSEE any space within or on a Building, LESSOR represents and warrants to LESSEE that as of the Effective Date of each Supplement and continuing throughout the Term of each Supplement (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 with respect to the Premises is discovered at any time during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of \$2,000.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii)

other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. In consideration for electrical service, the amount of \$300.00 shall be added to the annual rent due under each Supplement as additional rent; provided, however, in the event the Supplement reflects that Tenant will supply its own electrical service to the Premises, such amount shall not be added to the annual rent due under such Supplement.

LESSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. After obtaining approval from LESSOR, LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination. Annual rental for each five (5) year extension term of each Supplement shall be equal to 110% of the annual rental payable with respect to the immediately preceding five (5) year term of such Supplement.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building or utility pole structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate the applicable

Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below and to the extent allowed by applicable law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Nothing herein shall constitute a waiver of LESSOR's sovereign immunity pursuant to Ark. Code Ann. § 21-9-301.

8. INSURANCE. To the extent allowed by applicable law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

9. INTENTIONALLY DELETED.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this

Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Supplement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE's rights hereunder and under the terms of the Supplement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Springdale, Arkansas

LESSEE: Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. To the extent the Premises is not located within a public right-of-way or on an existing utility pole, LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this

Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") relating solely to

LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. USE OF PUBLIC RIGHTS-OF-WAY.

a. LESSOR hereby grants to LESSEE the right to use the municipal public right-of-way for the installation, maintenance and operation of LESSEE's communications equipment in and/or upon utility poles and/or other improvements and/or facilities owned by LESSOR or by third parties and located within said public right-of-way. LESSOR agrees that the annual rental as described in Paragraph 3 above includes any fee or rent associated with LESSEE's use of the public rights-of-way, and in no event shall LESSEE be obligated to pay LESSOR any other rent or fee in connection with such use of any of the public rights-of-way.

b. All communications equipment shall be installed in accordance with applicable Federal, State, and City regulations and, in the absence of such regulations, in accordance with accepted industry practice. LESSEE shall comply with all laws, ordinances, rules and regulations adopted by the City Council of LESSOR with respect to all communications equipment installed in any public right-of-way. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the LESSOR or the official to whom such duties have been delegated by LESSOR. Notwithstanding the foregoing, should any ordinances, rules or regulations adopted by LESSOR be unduly burdensome in LESSEE's sole judgment, LESSEE may terminate

this Agreement or any Supplement or Supplements under the Agreement, without penalty, upon written notice to LESSOR.

c. LESSEE and its contractors shall give LESSOR reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow LESSEE to perform all work on LESSEE's communications equipment within the public rights-of-way and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of LESSEE's communications equipment; provided however, any installation of fiber for any LESSEE communication facility located in a public right-of-way shall be performed by a third party provider with the right to install fiber within the given public right-of-way. LESSEE shall not be required to pay any fee in order to perform work on LESSEE's communications equipment, or park within the streets and other public rights-of-way. Following completion of work in the public rights-of-way, LESSEE shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the permit issued by the LESSOR. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by this Agreement.

[The Remainder of this Page is Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The City of Springdale, Arkansas

By: _____

Date: _____

LESSEE:

**Verizon Wireless Tennessee Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership,
its General Partner

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between the **CITY OF SPRINGDALE, ARKANSAS**, whose principal place of business is <Address>, City, State, ("Lessor"), and **VERIZON WIRELESS TENNESSEE PARTNERSHIP** d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Springdale, Arkansas and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** Lessor hereby leases to Lessee that certain premises on Lessor's Property located at INSERT SITE ADDRESS as shown on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. **Consideration.** Rent under this Supplement shall be as set forth in the Agreement, payable to the City of Springdale, Arkansas at _____.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LESSOR:

The City of Springdale, Arkansas

By: _____

Date: _____

LESSEE:

**Verizon Wireless Tennessee Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership,
its General Partner

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

**A RESOLUTION AMENDING THE 2014 BUDGET
OF THE
SPRINGDALE DISTRICT COURT**

WHEREAS, the Springdale District Court has proposed an amendment to their budget for the year 2014, based on certain expenditures expected to be made in certain budget categories as well as a reduction in certain expenditures that were anticipated;

WHEREAS, after the budget adjustments, there will be no additional monies required to be allocated to the District Court budget, as there are the proposed increases equal the proposed decreases;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Springdale District Court is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present</u>			<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
District Court	205-0103-413.30-18	Salaries-Civil/ Sm. Claims Judge	\$2500	\$2000		\$ 4500
District Court	205-0103-413.70-03	Communications	\$5500	\$1850		\$ 7350
District Court	205-0103-413.70-05	Travel & Training	\$13362		\$2000	\$11362
District Court	205-0103-413.70-10	Miscellaneous	\$4000		\$1000	\$ 3000
District Court	205-0103-413.51-19	Maint./Other Equipment	\$2500		\$ 500	\$ 2000
District Court	205-0103-413.60-40	Books & Periodic.	\$ 500		\$ 350	\$ 150

PASSED AND APPROVED this _____ day of April, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Rose Lawrence

From: Jeff Harper <jharper@springdalear.gov>
Sent: Thursday, March 27, 2014 10:37 AM
To: Doug Sprouse; Brad Bruns; Rose Lawrence
Subject: Resolution for 4/7/14 meeting

I sent you an attachment of a Resolution I want to take to the Finance Committee. I also sent you an email about the Resolution. I forgot that when I send an attachment, my computer will not send the message (email message) along with it.

The Resolution only changes monies in various categories of my budget for 2014, and I am not asking for any additional monies (just adding \$2850 and deducting \$2850 in different budget categories).

If you have any questions, let me know.

Jeff

Doug Sprouse and City Council
Mayor of Springdale

RE: Western Trails Estates Property Owners Association

Dear Doug Sprouse and City Council:

This letter is a request for the City of Springdale to assume the responsibility of the street lights in the Western Trails Estates Subdivision. We were recently annexed into the City of Springdale.

Please advise me what other information if any that you might need. I can be reached at 479-530-4368 or swatts@ymail.com or mailing: PO BOX 10351, Fayetteville AR 72703

Sincerely,



Shawn Watts/Jim Heifner
C/O Western Trails Property Owners Association Board
6700 Western Trails Dr
Springdale AR 72762
Mailing: PO BOX 10351, Fayetteville AR 72703

From: Patsy Christie <pchristie@springdalear.gov>
To: Shawn Watts <swatts@ymail.com>
Sent: Monday, January 27, 2014 8:21 AM
Subject: RE: Subdivision lights

The City has taken over the cost of street lights in subdivisions that have been annexed into the City. There are a few issues that will need to be addressed before it can be moved forward to the City Council for approval.

How many lights and are they billed separately? **We have 10 lights and it is billed separately.**

Are the street lights in a common area of the subdivision or are they in a utility easement? **Utility Easement**

Are they standard street lights or custom lights? **Standard**

Who has been maintaining them? **Western Trails Property Owners Association**

Once we have this type of information it can be moved forward. If you have any questions please let me know.

Patsy Christie, Director
Planning & Community Development
201 Spring Street
Springdale, AR 72764
(479) 750-8588

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON SIX PARCELS OF PROPERTY ON THE 56TH STREET WIDENING PROJECT FROM DON TYSON PARKWAY NORTH TO WATKINS AVENUE.

WHEREAS, the City of Springdale is planning street improvements to widen 56th Street, Project #12BPS4;

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owners on the parcels of land listed below have been unsuccessful on the project identified as 56th Street Project, #12BPS4.

Parcel No.	Tract No.	Property Owner
815-30846-000	9	Donald D. Lee & Cindy L. Lee and Kenyon Atkinson
815-30842-400	12	Lonnie Dickard & Barbara Dickard
815-30842-000	13	Mary Ruth Wilhite
815-30841-000	14	Oren Larue, Jr. & Lorene Larue
815-30839-000	15	Hubert D. Wilhite & Mattie M. Wilhite
815-30867-000	101	Victory Church NWA, Inc.

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 parcels of land listed below:

Parcel No.	Tract No.	Property Owner
815-30846-000	9	Donald D. Lee & Cindy L. Lee and Kenyon Atkinson
815-30842-400	12	Lonnie Dickard & Barbara Dickard
815-30842-000	13	Mary Ruth Wilhite
815-30841-000	14	Oren Larue, Jr. & Lorene Larue
815-30839-000	15	Hubert D. Wilhite & Mattie M. Wilhite
815-30867-000	101	Victory Church NWA, Inc.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

56TH STREET RIGHT-OF-WAY CONDEMNATIONS

TRACT 14
LARUE, OREN
JR & LORENE
815-30841-000

TRACT 15
WILHITE, HUBERT
D & MATTIE M
815-30833-000

TRACT 13
WILHITE,
MARY RUTH
815-30832-000

TRACT 12
WICKARD, LONNIE
& BARBARA
815-30843-000

TRACT 9
ATKINSON, KENNETH
&
LEE, DONALD A
815-30842-000

TRACT 3
MANN, J. JAYASH, XILIAN
& INGLYER, TILLANG
815-30834-000

TRACT 101
CHURCH, NANCY, MRS
& VICTORY
815-30807-000

DEARING RD

MURRELL BL

S 56TH ST



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY THANG VAN NGUYEN AND XUAN THI HUYNH LOCATED AT 3700 S. 56TH STREET (PARCEL NO. 815-30889-000) ON THE 56TH STREET WIDENING PROJECT.

WHEREAS, the City of Springdale is planning street improvements to widen 56th Street, Project #12BPS4;

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owners, Thang Van Nguyen and Xuan Thi Huynh have been unsuccessful on the project identified as 56th Street Project, #12BPS4.

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 on 56th Street, owned by Thang Van Nguyen and Xuan Thi Huynh to allow construction of the 56th Street Project to proceed.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

56TH STREET RIGHT-OF-WAY CONDEMNATIONS

TRACT 15
815-30838-000
MILITE, HUBERT
D & MATTHEW

TRACT 14
815-30841-000
LAURE, OREN
JR & LORENE

TRACT 13
815-30842-000
MILITE,
MARY RUTH

TRACT 12
815-30841-000
DICKARD, LONNIE
& BARBARA

TRACT 9
815-30846-000
ATHURSON, KENYON
LEE, DONALD A

TRACT 3
815-30836-000
NGUYEN, THANG
VAN & HUYNH, XUAN

TRACT 101
815-30867-000
VICTORY
CHURCH EVANGELICAL

DEARING RD

S 56TH ST



RESOLUTION NO. _____

A RESOLUTION REASSIGNING THE ROLE OF PLANS EXAMINATION TO THE CHIEF BUILDING INSPECTOR AND RETURNING THE POSITION OF INSPECTOR/PLANS EXAMINER TO "INSPECTOR."

WHEREAS, Mike Chamlee, Director of Building Inspection, has requested that the role of plans examination be reassigned to the Chief Building Inspector to help insure a greater amount of oversight, especially in the more detailed aspects of commercial construction;

WHEREAS, an adjustment to the position of Chief Building Inspector/Plans Examiner would be reflected on the pay scale as Grade 24 Step 10, thus increasing the new position compensation by \$1,754.00;

WHEREAS, Mike Chamlee, Director of Building Inspection, has also requested that the position of Inspector/Plans Examiner be changed to Inspector and said position be reflected on the pay scale accordingly.

WHEREAS, with the changes stated above, a cost savings to the 2014 budget will be \$8,095.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the role of plans examination be reassigned to the Chief Building Inspector and that the adjustment to this position be reflected on the pay scale as Grade 24 Step 10;

BE IT FURTHER RESOLVED, that the position of Inspector/Plans Examiner be changed to Inspector and said position be reflected on the pay scale accordingly.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Memo

To: Mayor Sprouse
From: Mike Chamlee, Chief Building Official
Date: March 21, 2014
Re: position assessment

Mayor,

With Rick Bramall's resignation earlier this year, I would like to reassign portions of his previous position as Plans Examiner/ Inspector and return the role of plans examination to the Chief Building Inspector.

I believe it would be best for the City to realign this position to add Plans Examination to the duties of the Chief Building Inspector as it was previously, to help insure a greater amount of oversight, especially in the more detailed aspects of commercial construction and in turn allowing Rick's position to return to an Inspector.

I had spoken with Gina and we have had the proposed position evaluated by the Johanson Group and the new position is rated at 963 points which places it in a Grade 24. To add these duties and adjust the current position would be to go from a Grade 19 Step 17 to a Grade 24 Step 10. This adjustment would increase the new positions compensation by \$1,754, leaving a cost saving of \$8,095 for the 2014 budget.

C:\Users\rosela\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\U2JCTN0A\CBI position realignment 032114.doc

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTIONS 2.6, 2.7, 2.9, 2.11, 2.12, 2.13, 2.15, 2.18, 2.19, 2.21 AND 2.22 OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, it has come to the attention of the City Council that Section 2 of the Personnel and Procedures Manual is in need of revision;

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

Section 1: Sections 2.6 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.6 Hiring Process for Civil Service Positions:

The Springdale Civil Service Commission has formulated rules and regulations applicable to civil service positions within the City of Springdale. For entry level positions in the Police or Fire Departments (patrol officer or firefighter) the Civil Service Commission will certify the three applicants standing the highest to the department head. The department head shall then conduct the interview process of the certified applicants as set out herein in Policy 2.5c in this Policies and Procedures Manual. The department head shall also conduct a thorough background check before any hiring decision is made. Other procedures required in the hiring process for civil service positions are set out hereafter in this Policies and Procedures Manual and/or in the Civil Service Rules and Regulations.

The Civil Service Commission has adopted their Rules and Regulations, and a copy of these Rules and Regulations can be obtained from the Mayor's office, the Police Chief, the Fire Chief, Human Resources Department, or City Clerk's office.

Section 2: Sections 2.7 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.7 Types of Employment and Eligibility for Benefits:

1. The types of City employment are:
 - a. **Regular Full-Time Employee:** An employee who is assigned to a position which is expected to continue for an indefinite duration, and regularly works a shift schedule of 40 hours or more per week, or an employee who is assigned to a full-time position and said position is a full-time position as of July 14, 2009, but due to budget restraints works at least 32 hours but less than 40 hours per week. Employees as described in the latter category above may not use accrued vacation to compensate for any reduction of hours, however, such employees shall be paid the applicable holiday pay when an established holiday occurs during their scheduled non-work hours.
 - b. **Regular Part-Time Employee:** An employee who is assigned to a position which is expected to continue for an

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

indefinite duration, and regularly works a shift schedule of ~~39~~ 30 hours or less per week.

- c. **Temporary Full-Time Employee:** An employee whose work assignment is limited in duration to 6 months or less, and works a shift schedule which, on a weekly basis, would total no less than 40 hours.
 - d. **Temporary Part-Time Employee:** An employee whose work assignment is limited in duration to 6 months or less, and works a shift schedule of ~~39~~ 30 hours or less per week.
2. Employee compensation shall be stated in terms of monthly salary or hourly wage.
 3. Entitlement to employee benefits shall be as follows:
 - a. Employees classified as regular full-time employees shall receive all employee benefits provided by the City for the position held. However, in regard to insurance benefits, a regular part-time employee may obtain insurance benefits if such employee regularly works a shift schedule of 30 hours or more per week. An employee becomes eligible for insurance benefits on the first day of the first month following 30 days of employment. For example, if an employee starts on March 15, the employee will not be eligible for insurance benefits until May 1.
 - b. Employees classified as temporary full-time and temporary part-time shall not be entitled to any benefits. Regular part-time employees are not entitled to vacation leave or sick leave. Further, regular part-time employees are only entitled to those insurance benefits as stated in the previous paragraph.
 - c. Benefits in any pension plan shall be governed by the applicable laws and provisions of the pension plan.

Section 3: Sections 2.9 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.9 Post-Job Offer Pre-Employment Physicals/Tests:

Post job offer pre-employment physicals shall be required for all civil service positions within the City of Springdale, Arkansas, and for certain other positions designated by the Mayor. Any time a pre-employment physical is required, such examination shall be paid for by the City and shall be used to determine whether the applicant can perform the essential functions of the job with or without reasonable accommodation. The examinations shall be performed by a licensed physician selected by the Mayor or the Mayor's designee.

These medical files shall be maintained in the physician's office, with a summary report provided to the department head as to whether the employee can or cannot do the job and what, if any, restrictions are necessary to determine any work restructuring or accommodations. Although the physicians make the medical determinations relative to physical/mental requirements of the job and any direct safety threat determinations, their determinations are only recommendations subject to the decision to make reasonable accommodation by the Mayor or department head. In addition to post-job offer pre-employment physicals, certain civil service positions require a post-job offer psychological

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examination, and this examination shall be given any time it is required by Federal or State law. In addition, certain other positions within the City of Springdale require a post-job offer drug test, and the positions requiring such an examination and the policies and procedures concerning the drug test are more particularly set out hereafter in this manual.

Reports and records of all physical, psychological, mental exams, and drug tests shall be kept in the offices of the physicians or practitioners performing the examinations, with only a summary report provided to the department head to be kept in a confidential file apart from the personnel file. Should there be a dispute concerning the exam or should a supervisor be informed as to the need of reasonable accommodation including job restructuring, the report shall be made available to the necessary legal, supervisory, or administrative personnel within the City government.

Section 4: Sections 2.11 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.11 Employee In Process/Orientation:

All new regular full-time and regular part-time employees of the City will be scheduled to meet with the department head or the department head's designee on their first day of work for general orientation. The department head shall provide the following information to the new employee, including:

- a. Work standards and regulations;
- b. Hours of work, time cards or reports required, leave requests;
- c. Duties of the position and copy of the job description;
- d. Safety rules and procedures, location of safety or protective equipment;
- e. Tour of the work area, including location of equipment, supplies, etc.;
- f. Introduction to co-workers;
- g. Schedule for lunch and breaks;
- h. When and whom to report absence from work;
- i. Who is responsible for performance planning and review;

Each new regular employee shall also be provided with information on employee benefits, City policies and procedures and before performing job functions, will be required to complete a form acknowledging they have read and understand the City's personnel and procedures manual, and have read the procedures, rules and regulations of the department in which they are employed.

Temporary employees of the City will be scheduled to meet with the department head or department head's designee to discuss the duties of the position, safety rules, and procedures, location of safety or protective equipment, and any other information the department head deems necessary to enable the temporary employee to perform the duties of the job.

Each new employee, before beginning work, will also make contact with the Human Resources Department ~~payroll administrator in the City Clerk's office~~ who will provide information on employee benefits and payroll procedures.

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

Section 5: Sections 2.12 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.12 Work Periods:

To establish work periods for the purposes of Federal Fair Labor Standards Act (FLSA), the following are deemed work periods of City employees:

1. **24 Hour Shift Firefighters:** The work period for any 24 hour shift firefighter (a line-duty firefighter, regardless of rank) shall be 21 days. This work period starts at 12:00 a.m. ~~as of the 2nd day of October, 1996,~~ and ends 21 days later at 11:59 p.m.
2. **Non-24 Hour Shift Firefighters:** These are firefighters who are assigned to positions where the firefighters, regardless of rank, regularly work five consecutive days, with two days off; this includes battalion chief/fire marshal and battalion chief/training officer and any other non-exempt firefighter ~~or fire officer~~ assigned to that roll. The work period for these employees shall be seven days. The work period starts at 10:45 p.m. on Saturday and ends at 10:45 p.m. on the following Saturday.
3. **Police Officers:** The work period for all sworn police officers is 14 days beginning at 12:00 a.m. on Sunday, ~~January 30, 2000,~~ and ending 14 days later at the same time.
4. **All Other City Employees:** All other City employees not named in paragraphs 1, 2, or 3 shall be on a seven day work period, beginning at 10:45 p.m. on Saturday and ending at 10:45 p.m. the following Saturday.

Limitations: This policy shall not apply to executive, professional, administrative, and all other employees who are exempt from FLSA.

Section 6: Sections 2.13 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.13 Change of Address:

It is important that if an employee changes his or her home address or telephone number that the employee notify his/her department head or designee and the Human Resources Department of this change so that personnel files may be kept up to date. This is important in case the City must mail the employee any information that it feels the employee will need, such as "withholding" statements for the employee's income taxes. Also, if there is any change in the employee's marital status, the employee must ~~should~~ report it immediately to the Human Resources Department to his/her department head. In addition to this policy, employees of the Police Department, Fire Department, and other departments providing emergency services, such as the Public Works ~~Street Department~~ road crew, are subject to their own department's rules and regulations governing the notification of the department head on change of address and/or phone numbers.

Section 7: Sections 2.15 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.15 Travel Expenses:

The City of Springdale allows travel expenses for City employees who are required to travel to transact official City business and when attending

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

professional meetings, conferences and training sessions which promote the overall job knowledge of the individual.

Employees who travel in their own personal vehicles on City business will be paid at the same rate the federal government pays to its employees. It is the responsibility of the City's finance director to keep up with the current rates being paid federal employees for travel. If, in connection with the travel, the employee is required to stay overnight, then the City shall also pay for necessary motel/hotel expenses. In the event the department head authorizes a City owned vehicle to be used by the employee for travel, all expenses of providing the transportation, such as gas and maintenance on the City owned vehicle, shall be paid by the City.

When travel is required, the City shall also pay for the employee's meals, including tips, on a per diem rate for each day, and the per diem rate is to be determined by the Internal Revenue Service (IRS) guidelines for the area in which the employee is traveling ~~of either \$46, \$51, \$56, \$61, \$66 or \$71~~. The finance director shall be responsible for updating the per diem guidelines on an annual basis, maintaining a list of geographic areas. ~~The per diem allowance is subdivided, by meal, as follows:~~

Meal & Incidental Expenses	\$46	\$51	\$56	\$61	\$66	\$71
Breakfast	\$8	\$9	\$10	\$11	\$12	\$13
Lunch	\$13	\$14	\$15	\$16	\$17	\$19
Dinner	\$20	\$23	\$26	\$29	\$32	\$34
Incidentals	\$5	\$5	\$5	\$5	\$5	\$5

~~These per meal subdivisions should be used to calculate the per diem allowance for partial days of travel and the reduction in total per diem when meals are paid as part of conference registration costs.~~

In the event the employee is required to travel, the City will not pay for any entertainment expenses, such as the rental of movies, attendance to non-seminar or non-job related activities, or for alcoholic beverages.

Section 8: Sections 2.18 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.18 Re-Employment (Only Applies to Non-Civil Service Positions):

Any former regular employee who resigned from the City in good standing is eligible for re-employment. Persons interested in re-employment should file a completed City application form with the Human Resources Department ~~department head~~. The individual will then proceed through the regular hiring procedures with other applicants as described in the Hiring Process Policy.

If re-hired, the employee will be considered a new employee in all respects.

Section 9: Sections 2.19 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.19 Work Hours:

The normal working hours for employees of the City is eight hours per day and the work hours for each department will be set by the department head, with the approval of the Mayor. Any normal change in hours shall be approved by the Mayor in advance.

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

The Fair Labor Standards Act (FLSA) requires employers to pay employees only for time actually worked. However, under the FLSA, rounding of recorded work time on a fair and even basis, up and down, is permitted by the U.S. Department of Labor. Presumably, this arrangement averages out so that the employees are fully compensated for all the time they actually work. It is the practice of the City of Springdale to round working time to 15-minute intervals *for all non-exempt employees*. To illustrate, if an employee reports to work at 8:08 a.m. rather than at the expected 8:00 a.m. starting time, the employee need be compensated only for work commencing at 8:15 a.m. However, if the same employee reports to work at 8:07 a.m., the employee would have to be paid as if he or she had commenced work at 8:00 a.m. Over time the hours worked under this arrangement even out in a manner fair to both the employer and the employee. The FLSA specifically excludes from hours worked activities that are “preliminary and postliminary” to the main job duties such as the time required to walk to/from a work station to/from the parking lot. This time need not be compensated.

The provisions of this policy in no way alleviate an employee’s obligation to comply with the absenteeism and tardiness requirements set forth further in this section.

Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.

~~Employees shall receive a rest period of not less than 15 minutes, on the City’s time, for each four hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four hour work period. All rest breaks, including and lunch breaks shall be arranged by the employee at the discretion of his/her supervisor. The employee may add the rest breaks to the meal period with the mutual agreement of the department head and immediate supervisor.~~

The standardization of working hours is necessary to provide:

- A. Continuity in access by and service to the citizenry.
- B. Facilitation of teamwork.
- C. Facilitation of supervisory assistance.

Occasions may arise when the service to the citizen can be improved through the adjustment of an employee's work hours. ~~The department head shall obtain approval of the Mayor for the adjustment in work hours.~~ Individual request for adjustment of working hours for personal reasons must be evaluated in light of the effect on the criteria enumerated in items A, B and C above.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence, and the time missed will not be paid. Tardiness must be made up during the pay period in which it occurs.

Notification by another employee, friend, or relative is not considered proper notification except in an emergency situation where the employee is physically unable to make the notification.

Daily attendance records will be maintained by each department, including date and time absent and reason for absence. Attendance shall be a consideration in determining promotions, transfers, and continued employment with the City. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. This may take the form of progressive discipline.

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

Hours for part-time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the appropriate department head with the concurrence of the Mayor.

Section 10: Sections 2.21 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.21 Employment Separation/Out Process:

Types of employment separation:

- a. **Employee Service Retirement:** Voluntary termination after having satisfied the age and length of employment requirements of the applicable retirement system of which the employee is a member.
- b. **Disability Retirement:** Voluntary termination necessitated by an injury or illness which renders the employee incapable of performing his/her usual job. The termination is preceded by a memo/letter from the employee to the department head advising of the disability ruling, date of termination, supporting documentation and a ruling by the appropriate retirement board approving the disability retirement.
- c. **Employee Initiated Resignation:** Voluntary termination for any reason other than formal retirement. An employee wanting to leave the City in good standing shall provide a written resignation to his/her immediate supervisor at least 14 calendar days prior to the effective date of resignation. The resignation letter should include the reason for leaving, as well as the proposed effective date. Two weeks notice (and 4 weeks notice in the case of department heads) is understood to mean that the resigning employee will be available for work during this time so as to aid in the training of a replacement, if necessary.
- d. **Layoff:** Termination of an employee by the City for lack of work, lack of funds, or other changes that have taken place effecting the job. In layoff, recall, and filling regular job vacancies for non-civil service positions, the City shall give equal consideration to an employee's ability and performance of the duties required in the job and consideration to an employee's length of continuous service with the City in the classification. In applying this provision, where qualifications, experience, and performance are equal, seniority shall govern. Every effort will be made for transfers to other departments when a position is open for which the employee qualifies.

The City shall provide an employee with at least two weeks advanced notification prior to layoff, except in case of an emergency. A non-civil service employee on layoff must keep the City informed of the address and telephone number where he/she can be contacted. If the City is unable to contact the employee within seven calendar days, the City's obligation to recall the employee shall cease. The City shall have no obligation to recall an employee after he/she has been on continuous layoff for a period which exceeds one year. Should the employee not return to work when recalled, the City shall have no further obligation to recall him/her.

Civil service employees are governed by Civil Service Rules and Regulations in regard to layoff and recall.

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

- e. **Discharge/Termination of Employment by City:** This separation of employment is when the employment relationship is terminated by the City.

EXIT INTERVIEW: The department head should ask the employee if they would like to participate in an exit interview. If the employee so chooses, the employee should contact the Human Resources Department to schedule an exit interview for the employee prior to the last day of employment, if possible, regardless of the reason of employment separation. Temporary employees do not participate in the exit interview process unless information can be gained which will improve or enhance present employment conditions. ~~An exit interview form may be provided to the employee and filled out by the employee prior to the last day of employment.~~ Questions typically covered in the exit interview include:

1. ~~What did you like best about working for the City?~~
2. ~~What did you like least about working for the City?~~
3. ~~What did you like best about your position?~~
4. ~~What did you like least about your position?~~
5. ~~Were you adequately compensated for your skills?~~
6. ~~Were you given sufficient advancement/learning opportunities?~~
7. ~~Were you satisfied with the working relationship you had with your supervisor? If not, please explain.~~
8. ~~How would you rate on a scale of 1 to 10 (1 being poor and 10 being excellent) your immediate supervisor (give the supervisor's name) on the following points:~~
 - a. ~~Demonstrates fair and equal treatment.~~
 - b. ~~Provides recognition on the job.~~
 - c. ~~Follows consistent policies and practices.~~
 - d. ~~Encourages feedback and welcomes suggestions.~~
 - e. ~~Ability to handle complaints.~~
 - f. ~~Expresses instructions clearly.~~
 - g. ~~Informs employees on matters directly relating to their job.~~
9. ~~How would you improve department or City procedures to make this a better place to work?~~
10. ~~Would you recommend the City to friends and/or relatives as a place to work?~~
11. ~~Why are you leaving the City?~~
12. ~~What kinds of skills and knowledge are needed by a person filling your position?~~
13. ~~Do you have any other comments or suggestions?~~

The department head should immediately notify the Human Resources Department and the payroll administrator accountant of the employee's separation date, via a memo or email. The employee shall receive pay for work performed through the last hour worked, and for unused benefits as stipulated by policy and laws governing such payments.

Before the final paycheck is issued to the employee, the employee shall be required to turn all City equipment in to the department head, and complete the exit interview. Failure by the employee to properly complete this procedure may result in delay of receipt of the final paycheck. The official date of termination will be the last day the employee reports for work.

Termination pay shall be reduced by any authorized legal deductions; authorized pension plan; credit union; United Way for the pay period involved; any amounts owed to the City that have not been paid by the employee, including cost of city equipment or uniforms that have not been

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

returned by the employee; and any other amounts specifically agreed upon orally or in writing by the employee and the City.

Benefits continue through the time actually worked by the employee, including any days "worked" from accumulated vacation and compensatory time. If such time takes the employee through the 16th day of the month, health care will continue through the last day of the month.

For those employees who are not retiring, monies accumulated in the employee's retirement account are refundable. Forms required to request this refund are available in the Human Resources Department ~~City Clerk's office~~.

Section 11: Sections 2.22 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.22 Administration of Employee Personnel Records:

The Human Resources Department with the assistance of the payroll accountant ~~Personnel Officer~~ is responsible for establishing and maintaining an official personnel file for each employee of the City. In each personnel file, which will be kept in a secure file cabinet or an electronic version in the payroll accountant's ~~City Clerk's~~ office, the ~~personnel officer~~ Human Resources Department will ensure that the following documents are retained throughout the association of the employee with the City:

1. Employee application;
2. Job description and specification information;
3. Job performance ratings and evaluations;
4. Education/training information;
5. Payroll records, including current step and grade of employee on City of Springdale pay scale;
6. Disciplinary actions involving letters of reprimand (written warning), suspension without pay, demotion, and/or discharge (for civil service employees, disciplinary actions contained in the personnel file shall be purged as set out by Civil Service Rules and Regulations);
7. Letters of commendation, promotion, and/or exit interview;
8. Lists of civil service certifications for appointment or promotion.

Department heads are responsible for the forwarding of the above listed documents for inclusion in the personnel files of all employees assigned to their department.

The results of any physical examination(s), drug test(s), psychological profile(s), or background checks shall be maintained in a separate file from the personnel file by the department head. Access to these records shall be allowed to the Mayor, ~~Personnel Officer~~ Human Resources Department, and/or City Attorney, if it would be helpful, necessary, or warranted for legal or administrative purposes. The Civil Service Commission shall also have access to personnel records needed to make a determination on promotional examinations.

The following documents are deemed to be temporary, and these documents have a limited retention of three calendar years, and such documents include:

1. Administrative correspondence relating to leave/ vacation requests;
2. All other administrative documents of limited informational lifespan;

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

These documents shall be kept in the permanent personnel file of the employee, but may be purged by the ~~personnel officer~~ Human Resources Department after three calendar years.

~~It is the duty of the department head, or the department head's designee, to meet with the Personnel Officer at least on an annual basis and review each personnel record of employees within his/her department for the purpose of making sure all required information is contained in the personnel file.~~ Department heads may keep their own personnel files containing the permanent documents previously set out in this policy, but the department head shall also ensure that all such permanent documents listed are also kept in a permanent file of the employee in the City Clerk's payroll accountant's office. The department head shall also make sure that those temporary documents, such as vacation requests and other documents, are provided to the ~~Personnel Officer~~ Human Resources Department for inclusion in the employee's personnel file.

The ~~Personnel Officer~~ Human Resources Department shall treat as confidential all employee information, except when required to verify information relating to job title, department, base salary, and dates of employment. Any other information will not be released to the public without the expressed written permission of the employee, unless the City is directed to do so by a subpoena, the records are relevant to a hearing involving the employee (such as a grievance hearing), or unless the documents requested are subject to release under the Arkansas Freedom of Information Act.

All personnel records are maintained during the tenure of the employee and for seven years after the employee leaves City employment, unless a special reason exists for maintaining the file longer.

Section 11: All other provisions of Section 2 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