

CITY OF SPRINGDALE
Committee Agendas
Monday, June 2nd, 2014
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **An Ordinance** amending Section 107-1 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes, presented by Alan Pugh, Director of Engineering. **Pg. 2**

Committee of the Whole:

2. **Discussion** – Jones Center parking lot, presented by Mayor Sprouse and Ed Clifford, Chief Executive Officer of the Jones Center. **Pg.'s 3-10**
3. **A Resolution** authorizing the sale of property located at 317 East Emma, presented by Ernest Cate, City Attorney. **Pg. 11**

Parks & Recreation Committee, Chairman Brad Bruns:

4. **A Resolution** authorizing the Mayor to enter into a grant agreement with the Walton Family Foundation for the construction single mountain bike trail, and set aside matching funding, presented by Patsy Christie, Director of Planning & Community Development. **(Resolution will be provided Monday night.) Pg.'s 12-16**
5. **An Ordinance** waving competitive bidding for the construction of a single mountain bike trail with grants funds from the Walton Family Foundation, declaring an emergency and for other purposes, presented by Patsy Christie, Director of Planning & Community Development. **(Ordinance will be provided Monday night.) Pg.'s 12-16**
6. **Discussion--** Tyson Sports Complex Southeast Baseball Field facility partnership request, presented by Ecclesia College. **Pg.'s 17-19**

Street & CIP Committee, Chairman Rick Evans:

7. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on property owned by Linda Hathorn trustee of the Linda M. Hathorn Revocable Trust located at 1958 S. 56th Street on the 56th Street widening project, presented by Ernest Cate, City Attorney. **Pg. 20**
8. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on property owned by David C. Gulliver and Rebecca D. Magee located at 3554 Hylton Road (Parcel No. 815-36194-400) on City project No. 12BPS2, presented by Ernest Cate, City Attorney. **Pg. 21**
9. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on property owned by Jimmy and Vera Hylton co-trustees of the Hylton Family Trust on Hlyton Road (Parcel No. 815-36192-600) on City Project No. 12BPS2, presented by Ernest Cate, City Attorney. **Pg. 22**
10. **A Resolution** authorizing the execution of a construction contract for the widening of 56th Street from Don Tyson Parkway to Bleaux Avenue and establishing the budget for said project, presented by Alan Pugh, Director of Engineering. **Pg. 23**
11. **A Resolution** authorizing execution of a construction contract for the extension of Don Tyson Parkway from Hylton Road to Habberton Road and establishing the budget for said project, presented by Alan Pugh, Director of Engineering. **Pg. 24**
12. **Discussion** concerning Cambridge drainage, presented by Alan Pugh, Director of Engineering
13. **Discussion** concerning the 2012 bond budget, presented by Alan Pugh, Director of Engineering. **Pg.'s 25-32**

Finance Committee, Chairman Brad Bruns:

14. **Resolution** amending the 2014 Fire Department Budget, presented by Mike Irwin, Fire Chief. **Pg. 33**

Other Business:

15. **Discussion** concerning backyard chickens, presented by Ernest Cate, City Attorney. **Pg.'s 34-38**

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 107-1 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 107-1 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt the updated version of the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas;

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

Section 1: There is adopted by reference the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the purposes of establishing rules and regulations for the regulation of stormwater, pollution prevention, grading and erosion control, three copies of which are on file in the office of the City Clerk of the City of Springdale, being marked and designated as the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas.

Section 2: All other provisions of Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 3: Emergency Clause: It is hereby declared that an emergency exists and that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become 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

THE JONES TRUST

And

THE
Jones
CENTER

A proposal for substantial in-kind support from

The City of Springdale

December 10, 2013

The Jones Trust

The Jones Trust is a Charitable Operating Foundation, founded by the late Harvey and Bernice Jones of Springdale, Arkansas. The Jones Trust currently has over 550,000 SF of specialty space that include **The Jones Center For Families, Center for Nonprofits @ The JTL Shops and The Harvey Jones Education Building all located in Springdale, AR and The Center for Nonprofits @ St. Mary's in Rogers.** Rent is charged to community service organizations at below market lease rates, offering a "One Stop Serve" environment of community service organizations at one location.

The Jones Center:

The Jones Center was constructed in 1994, repurposing the old Jones Truck Lines Terminal Building. The facility has over 78,000 SF in the main concourse area and over 10,000 SF in the Food Court area. The north wing of the main concourse area is defined as the "conference center" and includes a main ballroom and four breakout rooms. The Center section of the upper concourse includes the library/computer center, Administration and Advancement offices for the Jones Trust and Jones Center staff. The south portion of the concourse will continue to provide Community programs including child care, parenting classes, senior programs, health and safety classes and general community programs and events.

The lower concourse or recreational area will continue to serve the community with the swimming pools, basketball courts, walking track, ice skating arena and fitness center.

Community Access:

Since opening in 1994 the Jones Center was open to the public at no cost. In order to define a long term sustainable business model, the Jones Center moved to a membership model for the recreation space. In an effort to maintain "access to all" we established a "scholarship program" for memberships. This scholarship program is designed to provide membership to all residents who cannot afford to purchase a membership to the Jones Center assuring access for all Springdale residents.

Area of need:

The Jones Trust has embarked on a capital improvement plan to address the needs of the Springdale Campus. This includes many "back of the house" improvements focused on reduction of our long term operating expenses. The total cost of the capital improvements in Springdale will exceed \$3.0 million. The capital improvements include new boilers, new building controls, new HVAC equipment, removal of the berm around the Harvey Jones Health Education Building, improvements to the playgrounds and Community Park, conversion of the former ropes course to youth soccer fields and many other amenities necessary to serve the community.

Reasons for City Support:

Many Springdale citizens use the Jones Center for Families and the services offered through our community partners at the Center for Nonprofits @ The JTL Shops and the Harvey Jones Health Education Building. Our facilities are home to organizations such as Community Clinic, Children's Safety Center, EOA of Washington County, Arkansas Support Network, CCOA, Arkansas Department of Health, Child Care Aware of NWA, Arkansas Crisis Center, The Springdale Schools ALE program and many others. These organizations and their service to the community are entering a critical period where Federal grants are uncertain, funding levels are reducing, and a focus on sustainable operations is necessary. These organizations are able to focus on service to the community because of the below market rents that are paid. Difficult economic times have not allowed the Jones Trust to make the necessary parking repairs as we have focused on our own sustainability without having to raise rents to our community partners. The Jones Trust is in the middle of a three year energy conservation plan where we are making investments into our "back of the house" equipment and infrastructure where we are able to reduce our daily energy and utility costs by 5-7%. This focus is

critical to maintaining low expenses to our community partners, but does not make funds available for parking repairs that are needed.

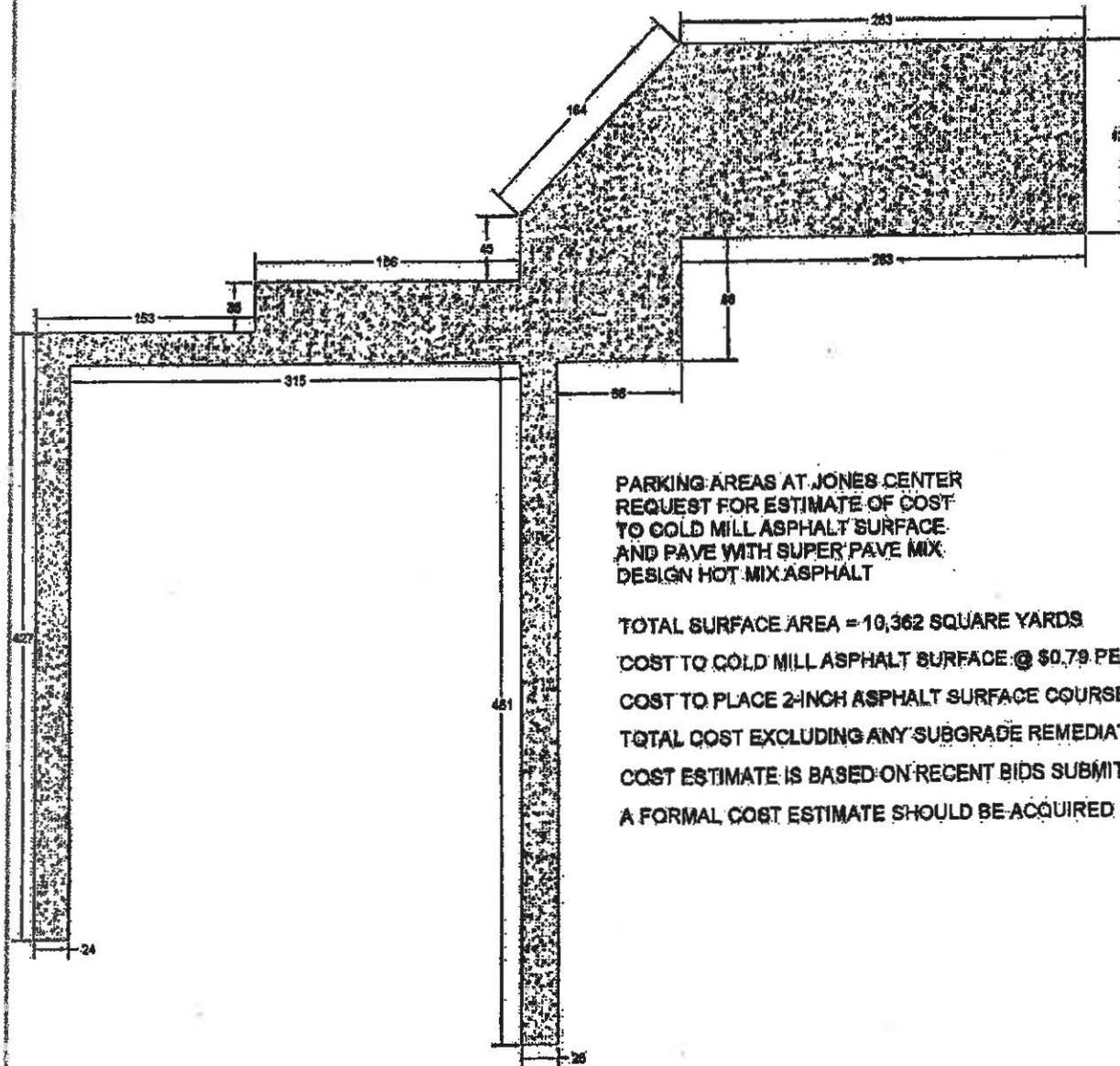
Request of the City of Springdale:

This proposal specifically requests support from the City of Springdale in the form of in-kind assistance with parking lot improvements, consisting of funding (approximately \$110,000.00) the milling and new surfacing of the west parking lot of the Jones Center and the east and west access drives to the Center for Nonprofits @ The JTL Shops (See attached sketch). This access and parking is used by the public when accessing the community park, is used by the public who attend the High School swim meets and practices, staging for parades on Emma Avenue and should be an excellent overflow parking location for events in Downtown Springdale in the near future.

We look forward to the opportunity to discuss in more detail the specifics of this proposal.

Respectfully Submitted,
THE JONES TRUST

Ed Clifford
CEO



PARKING AREAS AT JONES CENTER
 REQUEST FOR ESTIMATE OF COST
 TO COLD MILL ASPHALT SURFACE
 AND PAVE WITH SUPER-PAVE MIX
 DESIGN HOT MIX ASPHALT

TOTAL SURFACE AREA = 10,362 SQUARE YARDS

COST TO COLD MILL ASPHALT SURFACE @ \$0.79 PER SQUARE YARD = \$8,185

COST TO PLACE 2-INCH ASPHALT SURFACE COURSE @ \$9.05 PER SQUARE YARD = \$93,772

TOTAL COST EXCLUDING ANY SUBGRADE REMEDIATION = \$101,957

COST ESTIMATE IS BASED ON RECENT BIDS SUBMITTED TO THE CITY OF SPRINGDALE IN 2011 AND 2012

A FORMAL COST ESTIMATE SHOULD BE ACQUIRED FROM AREA PAVING CONTRACTORS



Toll Free (888) PAVEIT2 - (888) 728-3482



Asphalt Paving & Maintenance / Crushed Limestone

www.hutchensconstruction.com Since 1961

Main Office: 1007 Main St. Cassville, MO 65625

P (417) 847-2489 F (417) 847-5561

Springdale Office: 17137 Pleasure Heights Rd. Springdale, AR 71761

P (479) 927-0000 F (479) 927-0096

Quote To: JONES CENTER 922 E. EMMA SPRINGDALE, AR Attn: MIKE GILBERT Phone: 756.8090

Fax: Mobile:

Job Name: JONES CENTER OVERLAY Job Location: SPRINGDALE, AR Proposal Date: 1.3.14 Bid Date: Addendum#/Date: Plans By: VISUAL INSPECTION

Owner:

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes rows for MILLING AT EDGES, PREP WORK, SURFACE INSTALL, and PARKING BLOCKS, with a GRAND TOTAL of \$94,255.00.

NOTES:

***ALL MILLING TO BE PERFORMED IN ONE MOBILIZATION PER YOUR INSTRUCTIONS. PAVING TO OCCUR THE FOLLOWING DAYS WEATHER PERMITTING. HUTCHENS CONSTRUCTION NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES THAT MAY OCCUR ON THE PROJECT.

***PARKING BLOCK PLACEMENT IS BASED ON INSTALLING NEW BLOCKS AS EXISTING BLOCKS ARE USUALLY BROKEN IN THE REMOVAL PROCESS. ANY EXISTING BLOCKS THAT CAN BE REUSED WILL RESULT IN A \$25 CREDIT FOR EACH.

**AS DISCUSSED, WE WILL NEED TO CLOSE AN ENTRANCE AT A TIME TO PAVE, ALSO THE AREA BY THE CLINIC AND THEN THE AREA BEHIND THE JONES CENTER. ALL PAVING SHOULD BE ABLE TO BE COMPLETED IN 2 DAYS.

Miscellaneous Notes

Hutchens Construction Co., Inc. is not to be held responsible for drainage problems where the percent of fall is less than 2%. If after paving, corrective action is required on these areas, compensation in the form of time and materials will be required.

*****Final payment to be based on actual installed quantities.*****

*Unless specifically listed above, prices do not include construction control, testing, bonding or construction signs, except for those required in our flagging operations.

*The unit prices quoted above are valid for 21 calendar days from proposal date. Pricing is based upon work being performed before (90 calendar days if no date specified). Work performed after this date is subject to negotiation.

***All work is based on one mobilization for prep work, and one for asphalt work. Additional mobilizations to be charged at \$_____(\$800 if no amount stated) each.
See the attached Terms and Conditions for additional proposal conditions and signature block.**



Bentonville Division

1801 SW Regional Airport Blvd., Bentonville, AR
Cell: 479.531.9846 • Office: 479.203.7550 • Fax: 479.203.7550

Mike Gilbert
Chief Operating Office
601-A E, Emma Ave, Suite K
Springdale, Ar. 72764

RE: Jones Center Springdale, Ar.

PROPOSAL

Mr. Gilbert,

Please accept the following proposal for (FDR) of 11,513 sqft and re-install surface mix asphalt overlay of 1-1/2". Also, AXYS Seal-Coating the entire parking lot along with re-strip (512,556 sqft). Prices and quantities were based on an onsite visit with yourself.

Full depth recycling or full depth reclamation (FDR), is a process that rebuilds worn out asphalt pavements by recycling the existing roadway.

Old asphalt and base materials are pulverized using a specialized machine called a re-claimer. On top of the pulverized material, water is added to reach the optimal moisture content for compaction and then a variety of materials, such as dry cement, lime, fly ash, or asphalt emulsion are incorporated for stabilization. A re-claimer is used again to mix all the materials. After shaping and grading, the new base is compacted to produce a strong, durable base for either an asphalt or concrete surface.

Since this method recycles the materials *in situ*, there is no need to haul in aggregate or haul out old material for disposal. The vehicle movements are reduced and there is no need for detours since it can be done under traffic, making this process more convenient for local residents.

FDR with cement saves money while preserving natural resources by using existing materials and conserving virgin aggregates. The road performance is improved through better stabilization, building a stronger, low-maintenance road that will last for many years.

With proper engineering and testing protocols the FDR process provides a design life-cycle of 30-years. It is important to note that FDR is a manufacturing process and not an installation. Other pavement materials, such as concrete, asphalt, or aggregate base go through a rigorous quality control program that meets a qualified standard prior to site delivery and contractor installation. The FDR process requires the same level of understanding and product controls during lab testing and field verification to meet long-term performance goals.

AXYS, a mix of asphalt emulsion, fine aggregate, and post-consumer and industrial waste, protects your investment, minimizes future maintenance treatments, and gets traffic back on the pavement sooner.

- Applies black and stays black
- Delivers consistent results
- Protects pavement from further degradation
- Lasts longer than similar products

GREEN

Corporate Office

P.O. Box 535457, Grand Prairie, TX 75053 • 3022 Roy Orr Blvd., Grand Prairie, TX 75050
Office: 972.263.3223 • Fax: 972.263.6551



Bentonville Division

1801 SW Regional Airport Blvd., Bentonville, AR
Cell: 479.531.9846 • Office: 479.203.7550 • Fax: 479.203.7550

- Contains the highest amount of recycled content to improve quality and performance
- May contribute to LEED and other environmental certifications

FAST

- Sets up fast
- Ready for traffic in 2 to 4 hours

COST-EFFECTIVE

- Extends the life cycle of road pavement

FDR with 1-1/2" surface mix overlay :.....(1LS) \$ 77,757.00
AXYS Seal-Coating and re-striping :.....(1LS) \$ 35,687.00

TOTAL FOR COMPLETE PROJECT: \$113,444.00

Please don't hesitate to contact me if you have any questions.

Thank you,

Daniel Duncan
Pavecon, Ltd.
 1801 SW Regional Airport Blvd.
 Suite #7
 Bentonville AR 72712
 (O) 479-203-7550
 (C) 479-270-3142



www.pavecon.com

Corporate Office

P.O. Box 535457, Grand Prairie, TX 75053 • 3022 Roy Orr Blvd., Grand Prairie, TX 75050
Office: 972.263.3223 • Fax: 972.263.6551

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY LOCATED AT 317 EAST EMMA AVENUE TO
TYSON FOODS, INC.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

Lot Numbered Ten (10) and Eleven (11) in Block Numbered One (1) in Brooks Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, also known as 317 East Emma Avenue, Washington County Tax Parcel Number 815-20754-000, together with all improvements located thereon ("the Property").

WHEREAS, the City acquired the Property by way of a donation from James D. Cypert and Gaye A. Cypert in 2013;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

WHEREAS, Tyson Foods, Inc., has made an offer to purchase the Property from the City for the sum of \$37,313.00;

WHEREAS, the amount offered by Tyson Foods, Inc., for the Property is reasonable in that it would allow the City to recover all amounts expended by the City on the Property to date, and would prevent the City from having to spend additional amounts to raze and remove the structure located on the Property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Tyson Foods, Inc., for the total sum of \$37,313.00.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

The
WALTON FAMILY
FOUNDATION

P O Box 2030

Bentonville

AR 72712-2030

May 30, 2014

Doug Sprouse
Mayor
City of Springdale
201 North Spring Street
Springdale, AR 72764

RE: Grant #2014-702

Dear Mayor Sprouse,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("WFF" - the "Foundation") has approved a grant in the amount of up to \$825,051.00 to the City of Springdale (the "Grantee"). This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support the construction of ~2 miles of natural surface trails as well as a 10' wide multi-use hard surface connection trail from the Lake Springdale trail head that, when complete, will be located directly on the Razorback Regional Greenway (RRG). Funding for this project will include a multi-use hard surface connection from the RRG as well as a bridge over the creek that will create access to a 50-acre parcel that will be developed with ~2 miles of soft surface trails, a pumptrack, and a skills course. This grant is more fully described in Grantee's proposal dated April 15, 2014. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Up to Eight Hundred Twenty-Five Thousand, Fifty-One Dollars (\$825,051.00).
- Payable:** Upon receipt of a copy of this letter acknowledging the terms and conditions set forth herein, as well as receipt of the City's acknowledgement that \$323,797 in matching funds has been made available, payments in the amount of up to \$825,051.00 shall be eligible for payment on a drawdown basis no more frequently than monthly. With each payment request, the City will submit a report outlining work completed as well as all paid invoices to date. A WFF consultant will inspect the work completed for adherence to design standards as well as original budget and, upon approval, WFF will reimburse no more than 72% of eligible paid invoices and expenses, not to exceed 72% of the cost of construction, up to \$825,051.00. All payment requests must be received by no later than June 15, 2015 to be eligible for payment.

All payments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5) below and other information the Foundation may gather.

- Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
12/15/2014	Financial & Narrative
6/30/2015	Final report - end of grant

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2014-702 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to

Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (ii) Grantee fails to comply with the terms of this letter; or
- (iii) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2014-702 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by June 30, 2014, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,



Naccaman G. Williams
Special Interest Programs Director

ACKNOWLEDGED AND AGREED

By: _____
Doug Sprouse (Date)
City of Springdale

**Appendix A: City of Springdale
Springdale Natural Surface Trails and Infrastructure**

Output Performance Measures:

- The City will provide detailed work plans, including completion schedule for the proposed project by July 31, 2014 as evidenced by program records.
- The City will agree to maintain and operate all sections of trail associated with project trail to the same standards as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the IMBA "Trail Solutions" and "Managing Mountain Biking" handbooks by July 31, 2014, as evidenced by a letter from the Mayor.
- The City will fully acquire all property and or rights of way and easements for the proposed trail and amenities prior to beginning any construction and no later than July 31, 2014, as evidenced by program records.
- The City will complete construction of a minimum of 2.0 miles of single track trails built to uniform design and construction standards per state and federal requirements as well as design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway as well as International Mountain Bike Association standards by March 31, 2015, as evidenced by inspection of WFF consultant.
- The City will complete construction of a minimum of 2000 linear feet of 10' wide concrete trail by March 31, 2015. This trail will be a minimum of 10' wide concrete and will be built to uniform design and construction standards per design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway, as evidenced by inspection of WFF consultant.
- The City will complete all other trail related infrastructure and amenity items by March 31, 2015 as evidenced by inspection of WFF consultant. These items include but are not limited to the following; Trailhead, ~50 linear feet of natural stone seat wall with flagstone floor; circle seat-wall area-west side of bridge; kiosk.

Outcome Performance Measures:

- The City will provide evidence that match funding in the amount of no less than \$323,797 is fully available for use on this project by July 31, 2014.
- By July 31, 2014, the Springdale Water and Sewer Commission will successfully transfer ~50 acres of land adjacent to the Wastewater Management Plant to the City of Springdale for the purpose of building natural surface hiking and biking trails, as evidenced by deed.
- By July 31, 2014, the City of Springdale will make the ~50 acre parcel and accompanying trails permanently accessible to the public for recreational purposes, as evidenced by a zoning change or an administrative procedure documented in a letter from the Mayor.



**Tyson Sports Complex
Southeast Baseball Field
Facility Partnership Request**

Proposed by:



Ecclesia College

Where Leaders are Learning

Overall Proposal

Ecclesia College is proposing a mutually beneficial facility enhancement partnership of the southeast baseball field at the Tyson Sports Complex with the Springdale Parks and Recreation Department.

Current Partnership

Currently, the Ecclesia College baseball team uses the southeast baseball field during the fall and spring for practice and games. We have access to a small storage unit, club house, score board, lights and water on the field. We are supplied with basic field maintenance tools to assist with upkeep of the field. In addition, we assist with general clean-up of the surrounding area, club house and other responsibilities as requested. We have greatly appreciated the relationship created with Chad Wolf and Kaleb Reynolds.

Proposal Breakdown

1. Southeast Field Upgrade Request

- * Cut Block Dugouts (with a garage unit at the end of the 3rd base dugout). Same size as Springdale's and Har-Ber's fields. Home dugout (66 ft. x 13 ft. x 9 ft.) and visitor dugout (51 ft. x 13 ft. x 9 ft.).
- * 66 ft. x 12 ft. cement pad for 3rd base dugout and 51 ft. x 12 ft. cement pad for 1st base dugout.
- * 66 ft. x 4 ft. chain link fence in front of 3rd base dugout and 51 ft. x 4 ft. chain link fence in front of 1st base dugout.
- * Navy Blue Outfield Fence Windscreen and Gold Polycap.
- * Paint Scoreboard.
- * Sod in front of dugout areas.

2. Estimated Material Costs

- * Dugouts - \$20,620.00 with second cut block and use of existing material already on hand or \$25,520.00 if we use first rate block to match current city block.
- * Cement pads for both dugouts = \$2,200.00 (3rd base dugout) and \$1,800.00 (1st base dugout)
- * Chain linked fence in front of dugouts = \$700.00 (3rd base dugout) and \$500.00 (1st base dugout).
- * Windscreen and polycap for the outfield fence will cost \$2,000.00.
- * Paint/supplies for scoreboard will cost around \$500.00.
- * Sod in front of dugouts after completion will cost around \$135 per pallet. Figure we will need around 4-5 pallets.
- * Estimated Total Material Cost = \$33,895.00 (using first rate block)
- * Ecclesia College is proposing to cover all material costs.

3. Estimated Labor Costs

- * Block labor varies from company to company and we have found that it can be between \$2.00 - \$4.00 per block. Estimated labor breakdown would be as follows:
 - Home Dugout (66 ft. x 13 ft. x 9 ft.) = 1,080 blocks (includes garage) = \$2,160.00 - \$4,320.00
 - Visitor Dugout (51 ft. x 13 ft. x 9 ft.) = 693 blocks = \$1,386.00 - \$2,772.00
- * Cement pads = \$2,400.00 (3rd base dugout) and \$1,900.00 (1st base dugout).
- * Chain linked fence in front of dugouts = \$400.00 (3rd base dugout) and \$300.00 (1st base dugout)
- * Estimated Total Labor Cost = \$12,092 (using \$4.00 per block labor cost)
- * Ecclesia College is proposing that the Parks and Recreation cover labor costs for dugouts. The baseball team will put up the windscreen/polycap, paint the scoreboard and lay the sod at no charge.

Proposal Breakdown (continued)

4. Timeline Completion Request

- * If approved, Ecclesia College would like to propose that the dugouts be ready for this upcoming spring 2015 season. Our first home game in 2015 is February 14. The windscreen/polycap and painting of the scoreboard will be purchased and done this summer, while the sod would be purchased and laid upon completion of the dugouts.

Mutually Beneficial Partnership

1. Facility Enhancement for Summer Games and Tournaments Hosted at Tyson.

- * Upgrades will not only improve the look of the southeast field, but will dramatically enhance the overall environment of the baseball complex for summer games and tournaments hosted by the Tyson Baseball Complex.

2. Cost Effective for Both Sides

- * The sharing of cost for upgrades will be cost effective for both sides.

3. Great Facility Opportunity for Ecclesia College and the Baseball Program

- * Tyson's venue, location and facility resources offers Ecclesia College a great home field for its baseball program heading into its second year of intercollegiate competition.

4. Parks and Recreation Access to Ecclesia College's Work Learning Program

- * In addition to the facility partnership, Ecclesia College and the baseball program would like to continue to offer the College's Work Learning Program as a workforce resource as requested.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY LINDA HATHORN, TRUSTEE OF THE LINDA M. HATHORN REVOCABLE TRUST LOCATED AT 1958 S. 56TH STREET 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, Linda Hathorn, Trustee of the Linda M. Hathorn Revocable Trust, have been unsuccessful on the project identified as Tract 23, 56th Street Project, #12BPS5.

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 Linda Hathorn, Trustee of the Linda M. Hathorn Revocable Trust, 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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY DAVID C. GULLIVER AND REBECCA D. MAGEE LOCATED AT 3554 HYLTON ROAD (PARCEL NO. 815-36194-400) ON CITY PROJECT NO. 12BPS2

WHEREAS, the City of Springdale is planning street improvements to Hylton Road, City Project No. 12BPS2;

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owner, Rebecca D. Magee and David Gulliver, have been unsuccessful on the project identified as the City Project, #12BPS2 (Tract 1);

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 Hylton Road, owned by Rebecca D. Magee and David Gulliver, to allow construction of City Project No. 12BPS2 to proceed.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY JIMMY AND VERA HYLTON, CO-TRUSTEES OF THE HYLTON FAMILY TRUST ON HYLTON ROAD (PARCEL NO. 815-36192-600) ON CITY PROJECT NO. 12BPS2.

WHEREAS, the City of Springdale is planning street improvements on Hylton Road, City Project #12BPS2;

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owner, Jimmy and Vera Hylton, have been unsuccessful on the project identified as City Project #12BPS2, Tract 5.

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 Hylton Road, owned by Jimmy and Vera Hylton to allow construction of City Project #12BPS2 to proceed.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONSTRUCTION CONTRACT FOR THE WIDENING OF
56TH STREET FROM DON TYSON PARKWAY TO BLEAUX
AVENUE AND ESTABLISHING THE BUDGET FOR SAID
PROJECT**

WHEREAS, sealed competitive construction bids were received and opened for said project on May 8, 2014;

WHEREAS, the low bid of \$12,998,932.91 was submitted by APAC-Central of Fayetteville, AR;

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

Design/Construction Engineering	1,475,590.04
ROW/Utilities (estimated)	2,474,879.65
Construction (Bid Amount)	12,998,932.91
Material Testing Services (Estimated)	30,000.00
Construction Contingency	974,919.97
Miscellaneous (permit fees; adv., etc...)	<u>2,500.00</u>
Total Project Budget	\$17,956,822.57
SWU Reimbursement	-\$1,577,349.25
Total Bond Funds	\$16,379,473.32

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with APAC-Central, Inc. in the amount of \$12,998,932.91.
- 2) The total bond funds required shall not exceed \$16,379,473.32 without Council approval.

PASSED AND APPROVED this _____ day of June, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONSTRUCTION CONTRACT FOR THE EXTENSION OF
DON TYSON PARKWAY FROM HYLTON ROAD TO
HABBERTON ROAD AND ESTABLISHING THE BUDGET
FOR SAID PROJECT**

WHEREAS, sealed competitive construction bids were received and opened for said project on May 1, 2014;

WHEREAS, the low bid of \$3,482,802.56 was submitted by APAC-Central of Fayetteville, AR;

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

Design/Construction Engineering	573,936.30
ROW/Utilities (estimated)	268,080.00
Construction (Bid Amount)	3,482,802.56
Material Testing Services (Estimated)	20,000.00
Construction Contingency	348,280.26
Miscellaneous (permit fees; adv., etc...)	<u>2,500.00</u>
Total Project Budget	\$4,695,599.12

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with APAC-Central, Inc. in the amount of \$3,482,802.56.
- 2) The total project cost shall not exceed \$4,695,599.12 without Council approval.

PASSED AND APPROVED this _____ day of June, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Expense Summary
Total Funds Available:
\$ 42,714,500.00
 5/8/2014

Project Number	Project Description	Total Estimated Budget	Expended to Date							Amount Remaining
			Total Land Acquisition	Total Design Expenditures	Total Utility Relocation	Total Construction Expenditures	Total Construction Engineering	Total Miscellaneous Expenditures	Total Expenditures to Date	
12BPS1	DTP Interchange	\$ 23,775,016.99	\$ 8,820,709.72	\$ 276,053.49	\$ 5,300.00	\$ 7,522,092.79	\$ 482,860.34	\$ 880.75	\$ 17,107,897.09	\$ 8,667,119.90
										\$ (17,107,897.09)
12BPS2	DTP - Hylton to Habberton	\$ 4,695,599.12	\$ 105,137.50	\$ 350,430.18	\$ -	\$ -	\$ -	\$ 1,284.08	\$ 458,851.76	\$ 4,238,747.36
12BPS3	DTP - 40th to Carley	\$ 3,317,247.30	\$ 7,800.00	\$ 259,701.11	\$ -	\$ -	\$ -	\$ 994.37	\$ 288,495.48	\$ 3,048,751.82
	40th Street Signal	\$ 260,201.75								
12BPS4 & 12BPS5 & 12BPS9	56th Street - DTP to Watkins & Watkins to 412& 412 to Bleaux	\$ 16,379,473.32	\$ 1,485,893.55	\$ 548,525.00	\$ -	\$ -	\$ -	\$ 1,209.70	\$ 2,015,628.25	\$ 14,363,845.07
12BPS6	56th Street - Bleaux to Harber	\$ 5,481,898.75	\$ 4,700.00	\$ 189,800.00	\$ -	\$ -	\$ -	\$ 546.30	\$ 194,846.30	\$ 5,287,050.45
12BPS7 & 12BPS8	ESR- Oak Grove to 56th & 56th Street - Harber to ESR	\$ 6,294,379.26	\$ 189,897.64	\$ 248,600.00	\$ -	\$ -	\$ -	\$ 546.45	\$ 439,044.09	\$ 5,855,335.17
	Elm Springs Road Overpass	\$ 370,000.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 370,000.00

Estimated budget include construction (including utility relocation), construction contingency, design/construction engineering, materials testing, ROW acquisition and services.

Totals:	\$ 80,573,814.50	\$ 10,594,138.41	\$ 1,872,909.78	\$ 5,300.00	\$ 7,522,092.79	\$ 5,461.65	\$ 20,482,762.97	\$ 39,830,849.78
STPA Funds for DTP	\$ 3,382,275.00							
Bond Funds Committed minus STPA	\$ 57,191,539.50							
Bond Fund Undermin / (Deficit)	\$ (14,477,039.50)							
Budgeted Construction Contingency	\$ 2,464,419.29							
Bond funds not committed	\$ 986,483.82							
Total Potential Remaining Acquisition Contingency	3,450,903.10	841,472.44						

DON TYSON PARKWAY/I540 INTERCHANGE COST

		Current	Previous
AHTD--Review Fees		\$5,000.00	\$5,000.00
Environment/Design Services (landfill special services)	\$1,570,683.30 \$264,808.31	\$1,835,491.61	\$1,835,491.61
Appraisal Services		\$8,500.00	\$8,500.00
Administrative Fees	\$7,696.88 \$260.25	\$7,957.13	\$7,957.13
Acquisition Costs (At time of Award)	\$5,877,119.35 \$8,000.00	\$5,885,119.35	\$5,885,119.35
Construction per bid		\$11,168,013.97	\$11,168,013.97
Change Orders		-\$191,759.93	
Construction Contingency		\$300,000.00	\$1,168,000.00
Construction Management		\$860,000.00	\$860,000.00
Materials Testing		\$300,000.00	\$300,000.00
Utility Relocation	\$415,378.00 \$87,763.36 \$5,300.00	\$508,441.36	\$508,441.36
Additional Acquisition (Settlement)		\$2,788,253.50	
Additional Acquisition (estimated)		\$300,000.00	\$500,000.00
TOTAL TO DATE		\$23,775,016.99	\$22,246,523.42
Engineer's Estimate		\$24,000,000.00	

Name	Tract No.	Amount Paid to Court	Additional Amount Paid	Total Paid
4 & P LLC	3	\$93,500.00	\$261,145.00	\$354,645.00
Richard & Carol Lane	12 & 13E1	\$708,000.00	\$124,500.00	\$832,500.00
*Rock of Northwest Arkansas	12A & 12B	\$57,000.00		
Valley Harvest Ministries	4	\$488,000.00	\$899,041.50	\$1,367,041.50
Victory Church NWA, Inc.	11XA & 11XB	\$2,445,000.00	\$925,000.00	\$3,370,000.00
Church of Northwest Arkansas	5, 5A, & 5B	\$19,500.00	\$0.00	\$19,500.00
John & Laura Sisemore	7X	\$165,000.00	\$399,000.00	\$564,000.00
Charles & Kellye Thurman	19X	\$158,400.00	\$15,600.00	\$174,000.00
Victory Church NWA, Inc.	17 & 17EE.1	\$74,700.00	\$163,967.00	\$238,667.00
		\$4,189,100.00	\$2,788,253.50	\$6,920,353.50

*pending - set for trial

DTP Hylton to Habberton

	Current	Previous
Engineering Design Fees	\$434,624.20	\$360,800.00
Acquisition/Appraisal Services	\$61,500.00	\$50,000.00
Acquisition Costs (Estimated)	\$134,650.00	\$130,000.00
Acquisition Contingency	\$26,930.00	
Construction per bid	* \$3,482,802.56	\$3,165,000.00
Construction Contingency	\$348,280.26	\$184,200.00
Total Construction Budget	\$3,831,082.82	\$3,349,200.00
Construction Management	\$139,312.10	\$150,000.00
Materials Testing	\$20,000.00	\$10,000.00
Utility Relocation	\$45,000.00	**
	Water In Const Contract	
	Sewer In Const Contract	
	Gas \$15,000.00	
	Electric \$15,000.00	
	Phone \$15,000.00	
Miscellaneous	\$2,500.00	
TOTAL TO DATE	\$4,695,599.12	\$4,050,000.00

*Engineers Estimate at bid opening \$3,363,230.00

**Included in Total Construction Budget

Previous data taken from Preliminary Plan Stage

		DTP 40th to Carley	
		Current	Previous
Engineering Design Fees		\$324,215.00	\$287,792.60
Acquisition/Appraisal Services		\$174,250.00	\$100,000.00
Acquisition Costs (Estimated)		\$550,000.00	\$325,000.00
Acquisition Contingency		\$110,000.00	
Construction Estimate		\$1,910,000.00	\$1,857,720.00
Construction Contingency		\$191,000.00	\$185,772.00
Signal Construction		\$186,807.50	
Signal Contingency		\$14,804.25	
Total Construction Budget		\$2,302,611.75	\$2,043,492.00
Construction Management		\$83,872.30	\$150,000.00
Materials Testing		\$30,000.00	\$15,000.00
Utility Relocation		\$0.00	\$0.00
	Water	In Const Contract	
	Sewer	In Const Contract	
	Gas	In Const Estimate	
	Electric	In Const Estimate	
	Phone	In Const Estimate	
Miscellaneous		\$2,500.00	
TOTAL TO DATE		\$3,577,449.05	\$2,921,284.60

Previous data taken from Preliminary Plan Stage

56th Street DTP to Bleaux			Current	Previous
Engineering Design Fees			\$1,018,726.69	\$1,032,832.64
Acquisition/Appraisal Services			\$134,625.00	\$150,000.00
Acquisition Costs (Estimated)			\$1,662,712.21	\$750,000.00
Acquisition Contingency			\$332,542.44	
Construction per bid			\$12,998,932.91	\$11,597,908.00
SWU Reimbursement			-\$1,577,349.25	
Construction Contingency			\$974,919.97	\$849,218.10
Total Construction Budget			\$12,396,503.63	\$12,447,126.10
Construction Management			\$456,863.35	\$463,916.32
Materials Testing			\$30,000.00	\$15,000.00
Utility Relocation			\$345,000.00	**
	Water	In Const Contract		
	Sewer	In Const Contract		
	Gas	\$25,000.00		
	Electric	\$300,000.00		
	Phone	\$20,000.00		
Miscellaneous			\$2,500.00	
TOTAL TO DATE			\$16,379,473.32	\$14,858,875.06
		\$12,982,156.88		

*Engineers Estimate at bid opening
**Included in Total Construction Budget
Previous data taken from Preliminary Plan Stage

56th Street Bleaux Ave to Harbor

	Current	Previous
Engineering Design Fees	\$429,332.00	\$410,935.00
Acquisition/Appraisal Services	\$50,000.00	\$50,000.00
Acquisition Costs (Estimated)	\$200,000.00	\$200,000.00
Acquisition Contingency	\$40,000.00	
Construction per bid	\$4,116,650.00	\$3,886,687.50
Construction Contingency	\$308,748.75	\$291,501.56
Total Construction Budget	\$4,425,398.75	\$4,178,189.06
Construction Management	\$164,666.00	\$155,467.50
Materials Testing	\$20,000.00	\$15,000.00
Utility Relocation	\$150,000.00	\$150,000.00
	Water In Const Contract Sewer In Const Contract Gas \$50,000.00 Electric \$50,000.00 Phone \$50,000.00	
Miscellaneous	\$2,500.00	
TOTAL TO DATE	\$5,481,896.75	\$5,009,591.56

Previous data taken from Preliminary Plan Stage

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014
BUDGET OF THE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department has received \$18,180 of revenue related to insurance recoveries, and

WHEREAS, the Fire Chief has requested that these funds be appropriated for vehicle repairs;

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

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014225111	Vehicle Maintenance	150,000	18,180		168,180
Fire Revenue	10106013970000	Insurance Recoveries	0	18,180		18,180

PASSED AND APPROVED this 10th day of June, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Sec. 6-228. Keeping poultry generally.

All poultry within the corporate limits of the city shall be maintained in suitable houses, pens or other enclosures by the owner or person having responsibility for the care and maintenance of the poultry.

(Ord. No. 13-67, § 1(Att.), 8-13-2013)

State law reference— Cruelty to animals, A.C.A. § 5-62-101.

Sec. 6-229. Maintenance of poultry houses.

Every poultry house maintained within the city shall be kept in a clean, sanitary condition.

(Ord. No. 13-67, § 1(Att.), 8-13-2013)

Sec. 6-230. Running at large.

- (a) It shall be unlawful for any person to permit or allow any domesticated fowl to run at large within the corporate limits of the city. It shall be lawful to keep poultry flocks of any size in A-1 zones of the city, so long as they are confined.
- (b) It shall be lawful for any person to keep, permit or allow any fowl within the corporate limits of the city in all other zones, except A-1, under the following terms and conditions:
 - (1) No more than four hens shall be allowed for each single-family dwelling. No birds shall be allowed in multifamily complexes, including duplexes.
 - (2) No roosters shall be allowed.
 - (3) There shall be no outside slaughtering of birds.
 - (4) All fowl must be kept at all times in a secure enclosure constructed at least two feet above the surface of the ground.
 - (5) Enclosures must be situated at least 25 feet from the nearest neighbor's residence.
 - (6) Enclosures must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors.
 - (7) Persons wishing to keep fowl within the city must obtain a permit from the animal control authority. An inspection will be scheduled by the animal control authority and if approved, the permit holder must pay an annual fee as currently established and found in appendix B to this Code.
- (c) Subsection (b) of this section is not intended to apply to the ducks and geese in Lake Atalanta Park, nor to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor to the lawful transportation of fowl through the corporate limits of the city. Neither shall it apply to poultry kept in areas of the city which are zoned A-1.
- (d) Fowl currently existing in the city shall not be "grandfathered" or permitted to remain after the effective date of the ordinance from which this article is derived.

(Ord. No. 13-67, § 1(Att.), 8-13-2013)

State law reference— Domestic fowl running at large, A.C.A. § 5-62-122.

Fayetteville

Fayetteville Code of Ordinances

structure shall not be sold separately from the principal structure; the covenant shall run with the land.

(Code 1965, App. A., Art. 7(24); Ord. No. 1747, 6-29-70; Ord. No. 3132, 10-1-85; Code 1991, §160.094; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5271, 9-1-09)

Cross reference(s)—Parking and Loading, Ch. 172.

164.04 Urban Agriculture (Fowl, Bees & Goats)

A) General Provisions

- (1) It shall be unlawful for any person to permit or allow any domesticated animal or fowl to run at large within the corporate limits of the city.
- (2) Animals traditionally associated with the practice of livestock raising or farm animals, such as horses, goats, swine, chickens, cows, bees and other such animals are not considered pets and are not permitted within any zoning district in the city limits, with the exception of R-A, Residential Agricultural or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right, unless otherwise stated herein.
- (3) *Separation of use.* Unless otherwise stated herein, the following uses, where permitted, shall be conducted no nearer than the following stated number of feet to the boundary of an R District, or to a dwelling on the same premises.

25 FEET
Chicken Coop in Residential districts (from residential dwelling on adjacent lot)

50 FEET
Animal hospital; serving household pets and similar small animals
Commercial breeding, raising
Boarding; breeding, raising, or boarding of household pets or similar small animals for commercial purposes
Kennel
Egg farm

100 FEET
Animal hospital; serving livestock and similar animals
Boarding or training of horses
Dairy farm
Poultry farm
Farm; for raising cattle, goats, horses, sheep, rabbits and poultry

200 FEET
Hog raising
Livestock: assembly, breeding, feeding, sales or shipment

- (4) This section shall not supersede or invalidate any sections within Fayetteville City Code, Chapter 92 – Animals. Chapter 92 shall take precedence over any conflicting provisions of this section.
- (B) *Fowl.* It shall be lawful to keep fowl within the corporate limits of the city under the following terms and conditions:
 - (1) Allowed fowl shall include ducks and/or female chickens only. No roosters shall be allowed. All fowl shall be a breed that cannot fly or must be wing-clipped to prevent flight.
 - (2) The principal use of the property shall be educational or single family residential.
 - (3) A maximum of four (4) fowl shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional fowl shall be allowed for every additional one thousand two hundred and fifty (1,250) square feet, up to a maximum number of twenty (20) fowl.
 - (4) There shall be no outside slaughtering of fowl.
 - (5) Fowl shall be provided with sufficient good and wholesome food and water.
 - (6) All fowl shall have a coop/roost that is constructed with a minimum area of three (3) square feet per fowl and during daylight hours fowl shall have access to a secure enclosure/yard that is adequately fenced to protect them from predators. The coop/roost shall be kept in the side or rear yard, and is not permitted in the front yard area.
 - (7) The coop/roost structure shall not be located closer than twenty-five (25) feet to any residential structure on an adjacent lot, and shall meet the building setbacks of the underlying zoning district.
 - (8) The coop/roost structure shall be well ventilated and provide protection from the weather and predators. The coop/roost area must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the

CD164:4

TITLE XV UNIFIED DEVELOPMENT CODE

creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.

- (9) Illegal fowl currently existing in the city shall not be "grandfathered" or permitted to remain after the effective date of this Ordinance.
 - (10) The City may further restrict or prohibit the keeping of fowl within residential districts, within a neighborhood or on a particular property if the City Council determines that fowl have created a public nuisance or public health issue.
 - (11) Nothing in this section shall be deemed or construed to prohibit the keeping of fowl within a school property or community garden for the purposes of study or education.
- (C) *Bees.* It shall be lawful to establish or maintain any hive where bee colonies are kept, or keep any bees in or upon any premises within the corporate limits of the city under the following terms and conditions:
- (1) The principal use of the property shall be educational or single family residential.
 - (2) A maximum of two (2) hives shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional hive shall be allowed for every additional two thousand five-hundred (2,500) square feet up to a maximum of four (4) hives.
 - (3) All hives shall be located at least twenty (20) feet from a securely fenced property line. Hives shall be located a minimum of one hundred (100) feet from an unfenced property line. Hives shall be kept in the side or rear yard, and are not permitted in the front yard area.
 - (4) Fresh clean watering facilities for the bees shall be provided within twenty (20) feet of the hive(s) at all times.
 - (5) All hives shall be registered through the Arkansas State Plant Board and all hives

and equipment kept in accordance with the Arkansas Apiary Law and Regulations.

- (6) Each beehive shall be identified by displaying the name, telephone number, address and state registry number of the beekeeper on the structure of the hive or on a sign within ten (10) feet of the hive. Identification shall be placed in a manner to make it conspicuous to anyone approaching the hive(s). This information shall also be made available to any city official upon request.
 - (7) Nothing in this section shall be deemed or construed to prohibit the keeping of bees at a school property or community garden for the purposes of study or education.
 - (8) Africanized honey bees are prohibited.
 - (9) In instances where bees create a public hazard with unprovoked aggressive behavior, it shall be the responsibility of the beekeeper to re-queen or remove the colony. The Northwest Arkansas Beekeepers Association should be contacted to handle the removal or re-queening of beehives.
 - (10) The City may further restrict or prohibit the keeping of bees within residential districts, within a neighborhood or on a particular property if the City Council determines that bees have created a public nuisance or public health issue.
- (D) *Goats.* It shall be lawful to keep goats within the corporate limits of the city under the following terms and conditions:
- (1) Allowed goats shall be female dwarf or pygmy goats not weighing more than eighty-five (85) lbs and no taller than twenty-two and a half (22.5) inches at the withers (ridge between the shoulder blades). Bucks are not allowed.
 - (2) All goats shall have RFID microchips and be registered with the Fayetteville Animal Services Program.
 - (3) The principal use of the property shall be educational or single family residential.
 - (4) Goats shall not be permitted on lots smaller than ten thousand (10,000) square feet. The minimum number of goats kept on a lot that is ten thousand (10,000) square feet and larger shall be two (2). Lots fifteen thousand (15,000) square feet and larger shall be allowed up to a maximum number of three

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- (3) goats. Nursing off-spring may be kept on the property until the age of twelve (12) weeks and shall not be included in the number of goats allowed.
- (5) There shall be no onsite slaughter of goats.
- (6) Goats shall be provided with sufficient good and wholesome food and water.
- (7) All goats shall have a secure, fenced yard constructed with a minimum area of two hundred (200) square feet per goat and a shelter that is minimum five (5) square foot per goat. Shelters shall be well ventilated and provide protection from the weather including four sides with opening, roof and floor.
- (8) The shelter shall not be located closer than fifty (50) feet to any residential structure on an adjacent lot, and shall meet the building setbacks of the underlying zoning district. The shelter and fenced yard shall be in the side or rear yard, and are not permitted in the front yard area.
- (9) The yard must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.
- (10) Nothing in this section shall be deemed or construed to prohibit the keeping of goats within a school property or community garden for the purposes of study or education. Additionally, land owners are permitted to keep goats in one location for a maximum of two (2) weeks for the purpose of land clearing and the removal of vegetation.
- (11) The City may further restrict or prohibit the keeping of goats within residential districts, within a neighborhood or on a particular property if the City Council determines that goat(s) have created a public nuisance or public health issue.
- (E) *Exemptions.* The above sections are not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor to the lawful transportation of fowl through the corporate limits of the city. Neither shall it apply to fowl, bees or goats kept in areas of the City which are zoned R-A, Residential Agricultural, or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right.
- (Code 1965, App. A., Art. 7 (3); Ord. No. 1747, 6-29-70; Code 1991, §160.078; Ord. No. 4100, §2 (Ex. A.), 6-16-98)
(Code 1965, App. A., Art. 7 (3); Ord. No. 1747, 6-29-70; Code 1991, §160.078; Ord. No. 4100, §2 (Ex. A.), 6-16-98; Ord. 5198, 12-2-08; Ord. 5668, 3-18-14)
- 164.05 Motor Vehicle Repair**
In any district where permitted, gasoline service stations and motor vehicle repair and body shops shall be subject to the following regulations:
- (A) All appurtenances used for repair or servicing of vehicles which are not enclosed shall be located at least 12 feet from a street lot line and 25 feet from any lot line of agricultural or residential district.
- (B) Although temporarily inoperable, motor vehicles shall have substantially all of its main component parts attached, and where subject to a license, shall be currently and validly licensed for operation upon public streets and highways.
- (C) Vehicles or trailers that are wrecked, or that have missing or damaged parts such that it can not be maintained for driving, may not be stored outside longer than 45 days. If more time is needed for repairs, the vehicle or trailer shall be stored inside a building or removed from the property.
- (D) Abandoned vehicles shall not be stored on the premises.
- (Code 1991, §160.079; Code 1965, App. A, Art. 7(4); Ord. No. 1747, 6-29-70; Ord. 5271, 9-1-09; Ord. 5348, 9-7-10)
- 164.06 Minimum Buildable Street Frontage**
- (A) *Purpose.* The purpose of minimum buildable street frontage regulations is to ensure traditional town form by locating buildings and structures in the build-to zone adjacent to the street.
- (B) *Lot with one street frontage.*
- (1) Calculated by measuring the linear distance of the street adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district.

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children under the age of ten that reside in the home, or the number of children approved by the state's licensing board, whichever is fewer.

2. A large residential child care shall provide verification of a Fire Department inspection at the time of application submittal for a conditional use permit.

C. **Child Care, Commercial.** Commercial day care centers, pre-schools, kindergartens, and nurseries shall be operated from structures that are commercial in nature or operated within a religious facility. They shall be limited by the requirements of the State of Arkansas in licensing such a facility, and shall otherwise comply with all area regulations established for the district in which such facility is located.

601.8 COMMERCIAL RECREATION FACILITY, OUTDOOR.

Automobile, go-kart, miniature auto, racing or driving tracks shall be located not less than fifteen hundred (1,500) feet from any residential district unless enclosed by a solid fence or wall at least six (6) feet high, but in no case shall a track be located less than one thousand (1,000) feet from a residential district.

601.9 COMMERCIAL VEHICLES IN RESIDENTIAL ZONES.

A private garage located in a Residential Zoning District (including MF and RMH Zones) shall not be used for storage of more than one commercial vehicle that does not exceed one and one-half (1 ½) tons rated capacity per family living on the premises.

601.10 COMMUNITY CENTER.

In an R district, a community center shall meet the same requirements as set forth for Religious Facilities in § 601.19.



601.11 HOBBY CHICKENS.

Hobby chickens allowed in permitted districts shall meet the following regulations:

- A. **Number permitted.** No more than four (4) hens shall be allowed for each single-family dwelling. No birds shall be allowed in multi-family complexes.
- B. **Roosters prohibited.** No roosters shall be allowed.
- C. **Slaughter.** There shall be no outside slaughtering of birds.
- D. **Placement of enclosures.** All hen enclosures shall be placed at least 25 feet from neighboring dwellings and located in a rear or side yard.
- E. **Condition of enclosures.** All enclosures must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odor.
- F. **Food containers.** All food used for chickens shall be kept in a suitable container with a tight-fitting cover so as to be inaccessible to rodents.
- G. **Applicability.** These regulations are not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor the lawful transportation of fowl through the corporate limits of the city. Neither shall they apply to poultry kept in areas of the City which are zoned A-1.

601.12 HOME OCCUPATIONS.

Home occupations as defined herein, are divided into two classes, Type A and Type B, and may be permitted in accordance with the following provisions.

- A. **Type A.** Type A home occupations are only those occupations that meet all of the requirements listed below. Type A home occupations are approved administratively by city staff.
 - 1. The home occupation is located completely within the principal dwelling unit.
 - 2. The home occupation is solely operated by the owner(s) and occupant(s) of the dwelling. No non-resident persons are employed.
 - 3. The home occupation is not primarily a retail sales operation.