

CITY OF SPRINGDALE  
Committee Agendas  
Monday, July 7<sup>th</sup>, 2014  
Multi-Purpose Room #236  
City Administration Building  
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **Discussion:** about the swimming pool ordinance Section 91 – 66&67, by Councilman Brad Bruns. **Pg 2**
2. **An Ordinance** amending Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas, presented by Courtney, Kremer, Animal Services Director. **Pg's 3-8**

Health Sanitation & Property Maintenance Committee, Chairman Jim Reed:

3. **Proposal** for contract extension by Waste Management, presented by George Wheatly, AR/TN/AL/KY Market Area Manager.

Police and Fire Committee, Chairman Eric Ford:

4. **A Resolution** expressing support for legislation creating a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters, presented by Mike Irwin, Fire Chief. **Pg 9**

Street & CIP Committee, Chairman Rick Evans:

5. **A Discussion** of the Victory Church condemnation lawsuit – 56<sup>th</sup> Street, presented by Ernest Cate, City Attorney. **Pg 10**
6. **A Discussion** of settlement of Larue condemnation lawsuit, presented by Ernest Cate, City Attorney. **Pg 11**
7. **A Discussion** concerning Cambridge drainage, presented by Sam Goade, Director of Public Works and Alan Pugh, Director of Engineering.

Parks & Recreation Committee, Chairman Brad Bruns:

8. **A Discussion** concerning the SE Park Improvements, presented by Mayor Sprouse and Alan Pugh, Director of Engineering.

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS >>

**DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS**

[Sec. 91-66. Swimming pools.](#)

[Sec. 91-67. Enclosures.](#)

**Sec. 91-66. Swimming pools.**

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

*(Ord. No. 3691, 6-14-05)*

**Sec. 91-67. Enclosures.**

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

*(Ord. No. 3691, 6-14-05)*

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

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

**AN ORDINANCE AMENDING CHAPTER 14 OF THE  
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,  
ARKANSAS.**

**WHEREAS**, Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas contains the regulations pertaining to animals;

**WHEREAS**, the City of Springdale is in need of revising its animal ordinance to more effectively deal with the costs associated with boarding, euthanizing, and spaying/neutering of animals;

**WHEREAS**, the City of Springdale is in need of revising its animal ordinance to more effectively deal with fowl being used for educational purposes in schools;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas.

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

**Section 1:** Section 14-1 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 14-1. Definitions.**

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

**Animal** means all dogs, cats, cattle, horses and other equines, hogs, goats, rabbits, sheep, or wild mammals, reptiles, or fish that have been tamed, domesticated or captured.

**Animal shelter** means all pens, houses or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables or other buildings or enclosures.

**Bite** means any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal which is actually or is suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

**Breeder** means any person who maintains an unaltered (unsterilized) dog or cat and breeds such animal for any consideration or profit, fee, or compensation.

**Cable run** means a metal cable that is mounted aboveground at a designated height to two (2) stationary objects for the purpose of attaching a pulley system that moves from one end of the cable to the other and to which a dog is tied or secured by means of a rope, chain, or cable attached to the dog's collar or harness

**Cat** is any member of the feline family.

**City** means the City of Springdale, Arkansas.

Dog is any member of the canine or dog family.

Free-roaming cat means a cat that is not kept inside of a house, business or other legal occupancy structure or kept in a fenced area enclosed with a top and containing a shelter. A cat that is allowed to go outside of such structure or fenced area is considered a free-roaming cat.

Fowl means all animals that are included in the zoological class Aves.

Habitual Animal Offender means any animal owner or harborer, who within any twelve-month period, is charged with three violations, arising out of separate incidents of this title which pertains to animals from which conviction, guilty plea, no contest plea, deferred judgment, or plea bargain results. The controlling date is the date of each animal ordinance violation, not the date of the plea entered, or the conviction resulting therefrom.

Harboring means allowing any animal to habitually remain or lodge or to be fed within a home, store, yard, enclosure or place of business of any other premises in which a person resides or controls, which shall be considered as keeping and harboring such animal.

Inhumane treatment means any treatment of any animal which deprives the animal of necessary sustenance, including food, water and protection from weather, or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating or teasing, abandoning, or other abnormal treatment as may be determined by the animal control officer.

Potentially Dangerous Animal means, regardless of breed:

- 1) any dog or other animal that has shown a propensity, tendency, or disposition to attack without provocation and is able or likely to inflict injury to another person or animal; or
- 2) without justification, behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death; or
- 3) without provocation, threatens to attack a person or domestic animal; or
- 4) approaches a person or domestic animal on a street, sidewalk or public or private property in a menacing fashion such as would put a reasonable person in fear of attack.

Running at large (to run at large) means not confined on the premises of the owner within a fenced enclosure or animal shelter or under the control of a person, either by lead, cord, leash, rope or chain; provided, further, that an animal may be considered confined if on a lead, rope or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises. Running at large shall also include an animal not properly confined in a motor vehicle (for example, pick-up truck beds).

Swivel means pivoting hardware that can be used in a trolley system to attach a cable run to a tether or a tether to a dog's collar or harness in order to minimize twisting and tangling of the tether

Tether means a rope, chain, or cable that is attached to a dog's collar or harness for purposes of restraining the dog

Trolley system means a method of restraining a dog which utilizes a cable run, swivel and tether attached to a dog's collar or harness.

Vaccination means an injection of any vaccine for rabies approved by the state veterinarian and administered by a licensed veterinarian or the person authorized by law to administer such vaccine.

Veterinarian means a doctor of veterinary medicine licensed by the state.

Vicious dog or vicious animal means, regardless of breed, any dog or other animal that has bitten or attempted to bite any person, or caused serious injury to another domestic animal or livestock without provocation and is able or likely to inflict injury to another person.

**Section 2:** Section 14-2 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 14-2. Penalty.**

- (a) Unless otherwise stated, any person who shall be convicted of violating any provision of this chapter shall be subject to the provisions of section 1-9 of the Springdale Code of Ordinances. Each day that a violation of this chapter occurs shall constitute a separate offense and shall be punishable as a separate violation.
- (b) In addition to any fine imposed, in the case of a vicious dog or other vicious animal, or a wild animal or reptile, or potentially dangerous animal, the court may order the animal or reptile removed from the city or euthanized.
- (c) Any person found guilty of harboring a vicious dog or other vicious animal, or of harboring or keeping a wild animal in the city, or harboring a potentially dangerous animal in violation of section 14-39, shall pay all reasonable expenses associated with housing, removal, or euthanizing that animal or reptile, including shelter, food, and veterinarian expenses, if any.
- (d) Penalty, running at large. Conviction for running at large in violation of this section shall result in a fine as follows:

~~(1) — For a sterilized dog:~~

- ~~(1)a. The first conviction within a three-year period shall result in a minimum \$50.00 fine.~~
- ~~(2)b. The second conviction within a three-year period shall result in a minimum \$75.00 fine.~~
- ~~(3)e. The third and each subsequent conviction within a three-year period shall result in a minimum \$100.00 fine.~~

~~(2) — For an unsterilized dog:~~

- ~~a. — The first conviction within a three-year period shall result in a minimum \$150.00 fine, unless by time of sentencing for the violation, proof of sterilization of the animal has been produced, in which case the fine structure applicable to sterilized dogs in subsection (d)(1) herein shall apply.~~
- ~~b. — The second and each subsequent conviction within a three-year period shall result in a minimum \$250.00 fine, unless by time of sentencing for the violation, proof of sterilization of the animal has been produced, in which case the fine structure applicable to sterilized dogs in subsection (d)(1) herein shall apply.~~

~~e. The fine structure applicable to sterilized dogs in subsection (d)(1) herein shall also apply to unsterilized dogs too elderly or infirm to breed, as previously certified in writing as such at the time of the dog's rabies vaccination by a veterinarian licensed to practice within the state.~~

(34) Deposit of funds.

- a. ~~The difference in the fine assessed for unsterilized animals running at large pursuant to subsection 14-2(d)(2)~~ shall be deposited into a fund established for the city's low cost spay and neuter efforts.
- b. The animal shelter manager shall be responsible for establishing procedures and guidelines for the utilization of the abovementioned fund.

**Section 3:** Section 14-66 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 14-66. Fees charged by Springdale Animal Services.**

The fees charged by Springdale Animal Services are set out herein, and are subject to change by duly authorized resolution passed by the Springdale City Council. Pre-payment of sterilization by a veterinarian of adopters choice is required. The fees are as follows:

Adoption of animal .....\$40.00  
includes rabies voucher and microchip

Rabies voucher .....10.00  
(free with adoptions)

Impoundment fee redemption \$15.00 per day:  
~~Initial .....10.00~~  
~~Each additional day .....7.00~~

Incinerator disposal fee .....35.00

Out of city limit drop (per animal) .....50.00

Deposit on cat traps .....20.00

Rabies observation fee (per day, pre-payment required) .....20.00

Microchip and registration fee .....(free with adoptions)

Dog or cat .....\$20.00  
(register and microchip)

Dog or cat .....Free  
(registration only, already microchipped)

Euthanasia fee (per court order).....\$75.00

Section 4: Section 14-5 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 14-5. Control, protection of animals.**

It shall be unlawful for any person to:

(1) Permit or allow any animal or fowl to run at large within the corporate limits of the city, except on property of the owner of the animal located in an agricultural (A-1) zone. However, this exception does not apply if the owner's property is in a platted subdivision, even if it is an A-1 zone.

(2) Permit or allow any fowl within the corporate limits of the city, except on:

a. \_\_\_\_\_ property of the owner of the fowl located in an agricultural (A-1) zone; or

b. \_\_\_\_\_ property zoned P-1, when fowl are being kept thereon for educational purposes.

However, no fowl shall be permitted in a platted subdivision, even if the platted subdivision is zoned A-1.

Exception: This provision is not intended to apply to the ducks in Murphy Park, nor to indoor birds kept as pets, such as parakeets, nor to the lawful transportation of fowl through the corporate limits of the city.

(3) Carry out any inhumane treatment against any animal.

(4) Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise disturbs any person or neighborhood within the corporate limits of the city.

(5) Keep or harbor a vicious dog or other vicious animal within the corporate limits of the city.

(6) Allow unspayed female dogs to be away from confinement on the premises of the owner, except on a lead and under the control of an adult person, when such dog is in season.

(7) Keep or harbor a dog or cat over four months of age within the corporate limits of the city without such dog or cat having a current vaccination against rabies performed by a veterinarian and microchipping a dog or cat over six months of age. A rabies vaccination is hereby considered current for 12 months, or per veterinarian documentation in accordance with the State Board of Health regulations, following the date of vaccination; provided, vaccination may not be required if the owner of such dog or cat shall exhibit to the city clerk a statement from a veterinarian certifying that such vaccination would be injurious to such dog due to its health. All dogs and cats shall be provided with a collar by the owner to which shall be affixed the vaccination tag.

(8) Permit unsanitary conditions to exist on the premises where any animal is kept which would cause odors, attract flies or vermin, or which would be otherwise injurious to the public health and safety, or 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.

(9) Sell, distribute or give away animals from public property and from commercially and industrially zoned lands.

Exception: established animal business enterprises with permanent structures and the Springdale Animal Shelter.

(10) Keep or harbor any potentially dangerous animal, except as provided in Section 14-39.

**Section 5:** All other provisions of Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION EXPRESSING SUPPORT FOR LEGISLATION CREATING A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS.**

WHEREAS, the International Agency for Research on Cancer has determined that some cancers may be caused by exposure to heat, smoke, radiation or a known or suspected carcinogen;

WHEREAS, if a firefighter has regularly responded to fires, the firefighter has likely been exposed to heat, smoke, or other causes studied by the International Agency for Research on Cancer; and

WHEREAS, there is a need for legislation recognizing that firefighters may develop certain types of cancers due to their work as firefighters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council for the City of Springdale, Arkansas hereby expresses its support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Ernest Cate**

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**From:** Tim Coffman <timcoffman@ymail.com>  
**Sent:** Monday, May 19, 2014 2:48 PM  
**To:** ecate@springdalear.gov  
**Cc:** ssparkman@springdalear.gov  
**Subject:** Victory Church NWA property for improvements at 56th & Dearing/Don Tyson Parkway

Ernest,

As in our conversation, we would like to settle this without the expense and publicity of a trial. The previous property acquisition at the same property pre-interchange was settled for approx. \$5.00 per foot. This is a post interchange acquisition and there are sales at the one of the other 3 hard corners to support \$14.50 per foot. We have a purchase contract to support close to that on the adjoining property of that sale and a verbal proposal of more that \$14.50 on opposite corner. If we can settle this in a timely manner we would settle for \$8.00 per foot on the both permanent and utility easements(31,334 ft) and \$3,000 for temporary easement. That is a firm offer and we believe it is very fair. Let me know if you have any questions I can answer.

God Bless,  
Tim Coffman  
Executive Pastor  
Victory Church NWA  
479-445-3907

\$ 253,672

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City \$ 96,600.00 \$ 4.00/sq. ft.

# LARUE

Barney Lane

Universal Services

MARCH 12<sup>TH</sup> 2014

Barney thank you for taking time to meet with me about the Larue property and the widening of 56<sup>th</sup> Street in Springdale Ar. First of all I would like to point out listing comps that were left out of the Reed & Associates or that was not in place the time of the study, the list below are the current listings that are one half mile or closer to the center of the Don Tyson interchange.

## LISTED

Location	distance from center of DT&540	Acres	Price per square foot
South 48 <sup>th</sup>	.21	6.37	\$15.00
SE Corner DT&56 <sup>th</sup>	.20	12.8	\$14.32
NW Corner DT&540	.08	5	\$11.85
SW Corner DT&540	.13	4.5	\$11.90
56 <sup>th</sup> South of Ball Park	.39	3.2	\$5.50
South 48 <sup>th</sup> N. of DT	.37	4	\$5.16

## UNDER CONTRACT

SE Corner DT&540 7.75 above \$7.00

## SOLD

SE Corner DT&54th 1.5 \$15.30

In your Market Data Approach report the closest to said property is number 5 on page #13 SWC of Elm Springs and Oak Grove Rd. which sold for \$5.58 a square foot and in my opinion said property is of the same value.

We believe said property has been damaged because of the price you are offering which is below market value and less than what you have paid other land owners in this area, there is further damage to our land that will be used for temporary easement for construction also damage to our drive and fences.

The amount we will settle for is \$31,853.00, if you will prepare the offer we will sign it and move forward with this project.

Sincerely

City \* 23,000.00 \* 2.85/sq.ft.