

SCHEDULED COMMITTEE MEETINGS to be held in the Multi-Purpose Room #236, second floor of the City Administration Building, 201 Spring Street:

- **Monday, June 16th, 5:30 p.m. is the next Committee meetings.**
 - **Committee agendas will be available on Friday, June 13th.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 10TH, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **MAYOR SPROUSE**

6:00 p.m. OFFICIAL AGENDA

1. *Large Print* agendas are available at the back of the room, next to the main entrance

2. Call to Order - Mayor Doug Sprouse

3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum

4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes

a) May 27th, 2014 **Pg's 3-18**

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....11; 13b;* . (Motion must be approved by two-thirds (2/3) of the council members).

7. **A Resolution** authorizing the temporary operation of a carnival, presented by Wyman Morgan, Director of Admin., & Financial Services. **Pg's 19-23**

8. **A Resolution** authorizing the execution of a transportation contract for funding for services for the elderly, presented by Wyman Morgan, Director of Admin., & Financial Services. **Pg's 24-40**

9. **A Resolution** endorsing the participation of Ecovet, a Division of Ecoark, in the Sales and Use Tax Refund Program authorized by the Consolidated Incentive Act of 2003 and ARK Code Ann. §15-4-2706(d)., presented by Ernest B. Cate, City Attorney. **Pg's 41-42**

10. Planning Commission Recommendations by Planning Director Patsy Christie:

A Resolution approving a Conditional Use at 1220 E. Robinson Avenue as set forth in Ordinance No. 4030. **Pg's 43-44**

11. Ordinance Committee Report & Recommendations by Chairman Mike Overton:

An Ordinance amending Section 107-1 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. **Pg 45**

12. Committee of the Whole City Council:
 - A. **A Resolution** authorizing the Mayor and City Clerk to enter into a lease agreement for a public parking lot adjacent to the Jones Center. Pg 46
 - B. **A Resolution** authorizing the sale of property located at 317 East Emma Avenue to Tyson Foods, Inc. Pg 47
13. Parks and Recreation Committee Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** authorizing the Mayor and City Clerk to enter into a grant agreement with the Walton Family Foundation for the construction of a Mountain Bike Trail. Pg 48-53
 - B. **An Ordinance** to authorize the Mayor and City Clerk to enter into a contract for the construction of a Mountain Bike Trail; to waive competitive bidding; to declare an emergency; and for other purposes. Pg 54
14. Street and CIP Report and Recommendations by Chairman Rick Evans:
 - A. **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. Pg 55
 - B. **A Resolution** authorizing the settlement of a condemnation of land owned by Rebecca MaGee and David Gulliver. Pg 56
 - C. **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. Pg 57
 - D. **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. Pg 58
 - E. **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. Pg 59
15. Finance Committee Report & Recommendations by Chairman Brad Bruns:

A Resolution amending the 2014 Budget of the Fire Department. Pg 60
16. Comments from Department Heads.
17. Comments from Council Members.
18. Comments from City Attorney.
19. Comments from Mayor Sprouse.
20. Adjournment.

SPRINGDALE CITY COUNCIL
MAY 27, 2014

The City Council of the City of Springdale met in regular session on May 27, 2014, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brad Bruns	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Sam Goade	Public Works Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Mike Chamlee	Chief Building Official
Rick McWhorter	Parks & Recreation Director
Courtney Kremer	Animal Services Director
Alan Pugh	Engineering Director
Gina Kinsey	Human Resources Director

RECOGNITION OF HOUSING AUTHORITY BOARD MEMBER TOM REED

Mayor Sprouse recognized Tom Reed who is stepping down from his position on the Springdale Housing Authority Board after serving over 25 years.

CITIZEN COMMENTS

Randy Bush, 601 Crestwood Street, said this is the 10th time he has complained about speeders on Crestwood Street and requested speed tables.

Mayor Sprouse said he will ask the Police Department to help address this problem.

OZARK REGIONAL TRANSIT REPORT

Jeff Hatley, Ozark Regional Transit Mobility Manager/Public Information Officer, presented a monthly report on ridership in the Springdale service area.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the May 13, 2014 City Council meeting be approved as presented. Alderman Reed made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Reed made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Bruns, Watson, Overton, Ford, Lawson, Evans, Reed

No: None

ORDINANCE NO. 4794 – REZONING 20.95 ACRES OWNED BY THE SPRINGDALE BENEVOLENT FOUNDATION ON BEHALF OF PARSON'S STADIUM LOCATED ON THE SOUTHEAST CORNER OF E. EMMA AVENUE AND S. OLD MISSOURI ROAD, FROM I-1 TO P-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 20.95 acres owned by the Springdale Benevolent Foundation on behalf of Parson's Stadium located on the southeast corner of E. Emma Avenue and S. Old Missouri Road, from I-1 to P-1 and declaring an emergency.

Planning Commission recommended approval at their May 6, 2014 meeting.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance "Do Pass". Alderman Jaycox made the second.

The vote:

Yes: Bruns, Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Reed made the second.

The vote:

Yes: Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox, Bruns

No: None

The Ordinance was numbered 4794.

RESOLUTION NO. 68-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO DANIELLE WAHLQUIST-HAYS IN CONNECTION WITH A SINGLE FAMILY DWELLING AT 13186 RUSTY BLACKHAW ROAD

Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Danielle Wahlquist-Hays in connection with a single family dwelling at 13186 Rusty Blackhaw Road.

Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a

recommendation made to the City Council, with any waivers to be granted by the City Council only.

The proposed Resolution provides for four options to consider, either Option 1 to grant waiver, Option 2 to deny waiver, Option 3 to approve payment in lieu of improvements or Option 4 to deny waiver and allow Bill of Assurance.

Alderman Reed moved the Resolution be adopted with Option 1. Alderman Jaycox made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO DANIELLE WAHLQUIST- HAYS IN CONNECTION WITH 13186 RUSTY BLACKHAW A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to 13186 Rusty Blackhaw including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Danielle Wahlquist-Hays and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to 13186 Rusty Blackhaw including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Danielle Wahlquist-Hays.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Overton, Ford, Lawson, Evans, Reed, Jaycox, Bruns, Watson

No: None

The Resolution was numbered 68-14.

RESOLUTION NO. 69-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SPRINGDALE BENEVOLENT FOUNDATION ON BEHALF OF PARSON'S STADIUM IN CONNECTION WITH L14-13, A LARGE SCALE DEVELOPMENT

Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Springdale Benevolent Foundation on behalf of Parson's Stadium in connection with L14-13, a Large Scale Development.

Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only.

The proposed Resolution provides for four options to consider, either Option 1 to grant waiver, Option 2 to deny waiver, Option 3 to approve payment in lieu of improvements or Option 4 to deny waiver and allow Bill of Assurance.

Alderman Jaycox moved the Resolution be adopted with Option 1. Alderman Reed made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SPRINGDALE BENEVOLENT FOUNDATION ON BEHALF OF PARSON'S STADIUM IN CONNECTION WITH L14-13 A LARGE SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L14-13 a Large Scale Development for Springdale Benevolent Foundation on behalf of Parson's Stadium and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to East Emma Avenue and Arkansas State Highway 265 including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L14-13, a Large Scale Development for Springdale Benevolent Foundation on behalf of Parson's Stadium.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Bruns, Watson, Overton

No: None

The Resolution was numbered 69-14.

RESOLUTION NO. 70-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 FOR TODAY'S BANK IN CONNECTION WITH L14-12, A LARGE SCALE DEVELOPMENT

Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 for Today's Bank located in connection with L14-13, a Large Scale Development.

Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only.

The proposed Resolution provides for four options to consider, either Option 1 to grant waiver, Option 2 to deny waiver, Option 3 to approve payment in lieu of improvements or Option 4 to deny waiver and allow Bill of Assurance.

Alderman Reed moved the Resolution be adopted with Option 1. Alderman Jaycox made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO TODAY'S BANK IN CONNECTION WITH L14-12 A LARGE SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with L14-12 a Large Scale Development for Today's Bank and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to 48th Street including drainage improvements related thereto, sidewalks in connection with L14-07 a Large Scale Development for Today's Bank.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Lawson, Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 70-14.

RESOLUTION NO. 71-14 – AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE REMOVAL OF ASBESTOS AND DEMOLITION OF THE STRUCTURES AT 100 E. EMMA AVENUE AND 125 N. MILL STREET

Alderman Evans presented a Resolution authorizing the execution of contracts for the removal of asbestos and demolition of the structures at 100 E. Emma Avenue and 125 N. Mill Street.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE REMOVAL OF ASBESTOS AND DEMOLITION OF THE STRUCTURES AT 100 E. EMMA AVENUE AND 125 MILL STREET

WHEREAS, by Resolution No. 104-13 the Springdale Downtown Revitalization Master Plan ("the Plan") was adopted by the City Council as a tool for the revitalization of downtown Springdale, and

WHEREAS, by Resolution NO. 129-13 the City Council authorized the purchase of property located at 100 E. Emma Avenue and 125 Mill Street, and

WHEREAS, to begin implementation of the Plan the structures at 100 E. Emma Avenue and 125 Mill Street and certain structures in Shiloh Square must be removed and the site made ready for the planned improvements, and

WHEREAS, the Downtown Springdale Alliance has secured funding and by board action is ready to reimburse the City for the cost of removal and demolition, and

WHEREAS, the staff has followed the competitive bidding process for the removal of asbestos and demolition of the structure that resulted in Snyder Environmental being the low bidder for asbestos removal and Arco Excavation and Paving being the lower bidder for demolition,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSS, that the Mayor is hereby authorized as follows:

1. To execute a contract with Snyder Environmental for the removal of asbestos in the structures at 100 E. Emma Avenue and 125 Mill Street in an amount not to exceed \$ 27,885.00.
2. To execute a contract with Arco Excavation and Paving for the demolition of the structures at 100 E. Emma Avenue and 125 Mill Street in an amount not to exceed \$149,700.
3. To accept reimbursement for actual costs in the removal of asbestos and demolition of the structures at 100 E. Emma Avenue and 125 Mill Street and certain structures in Shiloh Square from the Downtown Springdale Alliance.

PASSED AND APPROVED this _____ day of May, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford, Lawson

No: None

The Resolution was numbered 71-14.

RESOLUTION NO. 72-14 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTIES OWNED BY MICHAEL L. STEENBERGEN AND JO LYNN STEENBERGEN LOCATED AT 1632 AND 1684 SOUTH 56TH STREET ON THE 56TH STREET WIDENING PROJECT

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to begin condemnation proceedings on properties owned by Michael L. Steenbergen and Jo Lynn Steenbergen located at 1632 and 1684 South 56th Street on the 56th Street Widening Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTIES OWNED BY MICHAEL L. STEENBERGEN AND JO LYNN STEENBERGEN LOCATED AT 1632 AND 1684 SOUTH 56TH STREET ON THE 56TH STREET WIDENING PROJECT.

WHEREAS, the City of Springdale is planning street improvements to widen 56th Street, Project #12BPS5;

WHEREAS, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owners, Michael L. Steenbergen and Jo Lynn Steenbergen have been unsuccessful on the project identified as 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 Michael L. Steenbergen and Jo Lynn Steenbergen 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

Alderman Jaycox moved the Resolution be adopted. Alderman Reed made the second.

The vote:

Yes: Reed, Jaycox, Bruns, Watson, Overton, Ford, Lawson, Evans

No: None

The Resolution was numbered 72-14.

RESOLUTION NO. 73-14 – AUTHORIZING THE SETTLEMENT OF A
CONDEMNATION OF LAND OWNED BY BOB AND SUE PYATT FOR THE 56TH
STREET WIDENING PROJECT

City Attorney Ernest Cate presented a Resolution authorizing the settlement of a condemnation of land owned by Bob and Sue Pyatt for the 56th Street Widening Project.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A
CONDEMNATION OF LAND OWNED BY BOB AND SUE PYATT.**

WHEREAS, the City of Springdale is acquiring property needed for the 56th Street Widening Project No. 12BPS5;

WHEREAS, one of the tracts of land affected by this project, Tract 24, is owned by Bob and Sue Pyatt;

WHEREAS, the City of Springdale estimated the amount of just compensation for the Pyatts' property to be \$71,800.00;

WHEREAS, the Pyatts have extended an offer to settle this case for the total sum of \$94,193.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$22,393.00 to acquire this property without the need of a lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that City staff is hereby authorized to acquire Tract 24 of the 56th Street Widening Project No. 12BPS5, owned by Bob and Sue Pyatt, for the total sum of \$94,193.00.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Jaycox, Bruns, Watson, Overton, Ford, Lawson, Evans, Reed

No: None

The Resolution was numbered 73-14.

RESOLUTION NO. 74-14 – AUTHORIZING THE SETTLEMENT OF A CONDEMNATION OF LAND OWNED BY DONNIE AND ALYSON RUTLEDGE FOR THE 56TH STREET WIDENING PROJECT

City Attorney Ernest Cate presented a Resolution authorizing the settlement of a condemnation of land owned by Donnie and Alyson Rutledge for the 56th Street Widening Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CONDEMNATION OF LAND OWNED BY DONNIE AND ALYSON RUTLEDGE.

WHEREAS, the City of Springdale is acquiring property needed for the 56th Street Widening Project No. 12BPS9;

WHEREAS, one of the tracts of land affected by this project, Tract 33, is owned by Donnie and Alyson Rutledge;

WHEREAS, the City of Springdale estimated the amount of just compensation for the Rutledges' property to be \$26,800.00;

WHEREAS, the Rutledges have extended an offer to settle this case for the total sum of \$38,790.84;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$11,990.84 to acquire this property without the need of a lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that City staff is hereby authorized to acquire Tract 33 of the 56th Street Widening Project No. 12BPS9, owned by Donnie and Alyson Rutledge for the total sum of \$38,790.84.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Bruns made the second.

The vote:

Yes: Bruns, Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox

No: None

The Resolution was numbered 74-14.

RESOLUTION NO. 75-14 – AUTHORIZING THE CITY OF SPRINGDALE, ARKANSAS, TO ASSUME THE RESPONSIBILITY OF THE COSTS ASSOCIATED WITH ELECTRICAL SERVICE TO STREET LIGHTS IN THE WESTERN TRAILS ESTATES SUBDIVISION

City Attorney Ernest Cate presented a Resolution authorizing the City of Springdale, Arkansas, to assume the responsibility of the costs associated with electrical service to street lights in the Western Trails Estates Subdivision.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE, ARKANSAS, TO ASSUME THE RESPONSIBILITY OF THE COSTS ASSOCIATED WITH ELECTRICAL SERVICE TO STREETLIGHTS IN THE WESTERN TRAILS ESTATES SUBDIVISION.

WHEREAS, the City of Springdale, Arkansas, has annexed property known as the Western Trail Estates Subdivision;

WHEREAS, the City of Springdale, Arkansas, has traditionally assumed the responsibility of the cost associated with electrical service to street lights in subdivisions that have been annexed into the City of Springdale, Arkansas;

WHEREAS, the City of Springdale, Arkansas, wishes to assume the responsibility of the costs associated with electrical service to street lights in the Western Trails Estates Subdivision;

WHEREAS, Ozarks Electric Cooperative will continue to be responsible for the maintenance of the streetlights in the Western Trails Estates Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale, Arkansas, assume the responsibility of the costs associated with electrical service to street lights in the Western Trails Estates Subdivision.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox, Bruns

No: None

The Resolution was numbered 75-14.

RESOLUTION NO. 76-14 – AUTHORIZING THE DISTRICT COURT TO PURCHASE SOFTWARE PLATFORM WHICH WILL BE REQUIRED FOR THE VIRTUAL JUSTICE SYSTEM FOR THE SPRINGDALE DISTRICT COURT AND MAKING A BUDGET AMENDMENT

Alderman Bruns presented a Resolution authorizing the District Court to purchase software platform which will be required for the Virtual Justice System for the Springdale District Court and making a budget amendment.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISTRICT COURT TO PURCHASE SOFTWARE PLATFORM WHICH WILL BE REQUIRED FOR THE VIRTUAL JUSTICE SYSTEM FOR THE SPRINGDALE DEPARTMENT OF SPRINGDALE DISTRICT COURT AND MAKING A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Springdale, Arkansas is in the process of switching the court software program to Virtual Justice;

WHEREAS, the IT Department of the City of Springdale, has determined that it is necessary to purchase a software platform for the project;

WHEREAS, the IT Department is recommending the proposal made by SHI, for a total of \$9,106.00, which is attached to this Resolution;

WHEREAS, the monies necessary for this purchase can be paid from the Springdale District Court Automation Fund, as this purchase is directly related to the court being able to operate the Virtual Justice program, and qualifies as a technology-related purchase for the Court;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the District Court is authorized to purchase the software platform from SHI, in a sum not to exceed \$9,106.00, and the funds are directly related to District Court related technology, and can be paid from the District Court Automation Fund;

BE IT FURTHER RESOLVED THAT THE FOLLOWING BUDGET AMENDMENTS ARE MADE, to the Springdale District Court 2014 Budget:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Proposed Budget</u>
District Court	205-0103-413.80-50	Software Platform	\$15,146	\$9,106	\$24,252

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

Alderman Bruns moved the Resolution be adopted. Alderman Reed made the second.

The vote:

Yes: Overton, Ford, Lawson, Evans, Reed, Jaycox, Bruns, Watson

No: None

The Resolution was numbered 76-14.

RESOLUTION NO. 77-14 – WAIVING THE EMERGENCY MEDICAL SERVICE FEE DURING THE MISSION OF MERCY EVENT AT THE NORTHWEST ARKANSAS CONVENTION CENTER

Alderman Evans presented a Resolution waiving the emergency medical service fee during the Mission of Mercy Event at the Northwest Arkansas Convention Center.

RESOLUTION NO. _____

A RESOLUTION WAIVING THE EMERGENCY MEDICAL SERVICE FEE DURING THE MISSION OF MERCY EVENT AT THE NORTHWEST ARKANSAS CONVENTION CENTER.

WHEREAS, on May 16, 2014, and May 17, 2014, the Arkansas Mission of Mercy group performed free dental procedures at the Northwest Arkansas Convention Center to those in the area who cannot afford to pay for dental care, thereby benefitting the citizens of the City of Springdale, Arkansas;

WHEREAS, Section 32-38 of the Code of Ordinances of the City of Springdale, Arkansas, requires a fee to be paid to the City upon the rendering of emergency medical services;

WHEREAS, the City of Springdale wishes to waive the fees associated with emergency medical services originating from the Arkansas Mission of Mercy event at the Northwest Arkansas Convention Center on May 16, 2014, and May 17, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the emergency medical service fees required by Section 32-38 of the Code of Ordinances of the City of Springdale, Arkansas, be waived for emergency medical services originating from the Arkansas Mission of Mercy event held at the Northwest Arkansas Convention Center on May 16, 2014, and May 17, 2014.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Evans made the second.

The vote:

Yes: Ford, Lawson, Evans, Reed, Jaycox, Bruns, Watson, Overton

No: None

The Resolution was numbered 77-14.

PROPOSED RESOLUTION AUTHORIZING THE EXECUTION OF A DEMOLITION CONTRACT FOR 317 E. EMMA AVENUE

Alderman Reed said it has been brought to his attention that there is someone interested in purchasing the property at 317 E. Emma Avenue. The Resolution was tabled at the last council meeting.

Alderman Ford made the motion to authorize the Mayor and City Attorney to negotiate a contract for that building. Alderman Reed made the second.

Alderman Bruns feels like this should be tabled for two weeks.

The contract for the demolition will be out before the two weeks is up.

Alderman Bruns made the motion to table the demolition contract for two weeks. Alderman Watson made the second.

After discussion there was a vote on tabling the demolition contract for two weeks:

Yes: Lawson, Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

Then there was a vote on Alderman Ford's motion and Alderman Reed's second to negotiate:

Yes: Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford, Lawson

No: None

ORDINANCE NO. 4795 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS, 4003 S. THOMPSON STREET

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, at 4003 S. Thompson Street.

This ordinance was tabled at the last meeting to allow the owner's attorney, T. David Carruth, to work with the city on resolving this matter.

City Attorney Cate said he received a letter at 4:30 p.m. today with an offer of \$8,500.00 to resolve the cleanup issue regarding the land.

City Council felt like it needs to be cleaned up.

After reading the title of the Ordinance, Alderman Overton moved the Ordinance "Do Pass". Alderman Reed made the second.

The vote:

Yes: Reed, Jaycox, Bruns, Watson, Overton, Ford, Lawson, Evans

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Bruns, Watson, Overton, Ford, Lawson, Evans, Reed

No: None

The Ordinance was numbered 4795.

RESOLUTION NO. 78-14 – APPROVING A CONSTRUCTION PROGRESS
PAYMENT FOR THE DON TYSON PARKWAY INTERCHANGE (12BPS1)

City Engineer Alan Pugh presented a Resolution approving a construction progress payment for the Don Tyson Parkway Interchange (12BPS1).

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION PROGRESS
PAYMENT FOR THE DON TYSON PARKWAY INTERCHANGE
(12BPS1)**

WHEREAS, Pursuant to Ark Code Ann 14-58-305, Section 2-158 of the Springdale Code of Ordinances sets the maximum amount of any bill, debt, or liability that may be paid without the approval of City Council, and

WHEREAS, the maximum amount is set at \$1,000,000, and

WHEREAS, Construction Pay Application Number 11 for the Don Tyson Parkway (DTP) Interchange exceeds this amount, and

WHEREAS, the owner has previously entered into a contract with Emery Sapp and Sons, Inc (ESS) for the construction of the DTP Interchange, and

WHEREAS, the construction continues to progress and ESS is due the money owed based on the work performed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to issue payment to Emery Sapp and Sons, Inc. in the amount of \$1,437,754.97 for the current pay application covering construction work performed to date.

PASSED AND APPROVED this ____ day of May, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

SPRINGDALE CITY COUNCIL
MAY 27, 2014

Yes: Bruns, Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox

No: None

The Resolution was numbered 78-14.

COMMUNITY ENGAGEMENT DIVISION ANNOUNCEMENT

Community Engagement Division Supervisor Missha Wagoner announced the City of Springdale SNAP Partnership will be doing another cleanup blitz in the area of Patti, Dee and Westwood on Saturday, June 7, 2014, from 8:00 a.m. to 10:00 a.m.

ADJOURNMENT

Alderman Reed made the motion to adjourn. Alderman Jaycox made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:35 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TEMPORARY
OPERATION OF A CARNIVAL**

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct a Carnival entertainment event at the Parsons Stadium Rodeo Arena located at 1423 Emma Avenue, put on by Ed Burlingame with Pride Amusements, LLC; and

WHEREAS, Pride Amusements, LLC carnival dates will be Wednesday, June 18th, thru Sunday, June 22nd, 2014, and

WHEREAS, the carnival's hours of operation will be Wednesday, June 18th thru Saturday, June 21st, 2014, from noon – Midnight and Sunday, June 22nd from noon to 6:00 p.m.; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and Ed Burlingame with the Pride Amusements, LLC., is hereby authorized to conduct a carnival entertainment event in Parsons Stadium Rodeo Arena located at 1423 Emma Avenue, June 18th thru June 22nd, 2014, with the carnival opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM.

**CITY OF SPRINGDALE
APPLICATION FOR CIRCUS/EVENT**

DATE OF APPLICATION: 5-22-14

BUSINESS NAME: Rodeo of the Ozarks For Prides Amusement
Ed Burlingame db

OWNER:

BUSINESS ADDRESS: PO Box 128 Galena, KS 66739

BUSINESS PHONE: 479-756-0464

EMERGENCY PHONE: 479-750-7425

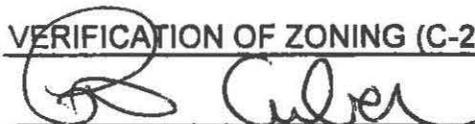
DATE OF EVENT(7 day maximum): June 18-22-14

PHYSICAL LOCATION OF EVENT: Parsons Stadium ^{1425 E.} Emma Springs

HOURS OF OPERATION(Limited hrs. 10 a.m. to midnight): 4-5 9-12 5-12 PM

ARKANSAS SALES & USE TAX NUMBER: 09190912-SLS -6P1

VERIFICATION OF ZONING (C-2, C-5):



(SIGNATURE OF APPLICANT)

OFFICE USE ONLY

1. APPLICATION FEE OF \$100.00 COLLECTED:

2. PROOF OF \$1 MIL PUBLIC LIABILITY INSURANCE:(Non-profits exempt)

3. COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER:

*******Please complete the following inspections after Council Approval*******

DATE OF COUNCIL APPROVAL:

FIRE MARSHAL'S SIGNATURE:(Call 479-751-4510)

BUILDING OFFICIAL'S SIGNATURE:(Call 479-750-8557)



May 22, 2014

City of Springdale
100 N. Spring
Springdale, AR 72764

Pride Amusements will be at Parsons Stadium from June 18-22 -2014 and we give them permission to set up and operate for this event at 1423 E .Emma St. Springdale, AR 72764 .

RODEO OF THE OZARKS

Rick Culver
Executive Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

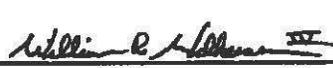
PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: PHONE (A/C, No, Ext): 913 432-4400		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Ed & Betty Burlingame dba Pride Amusements, LLC P. O. Box 128 Galena, KS 66739	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		G21762556	04/05/2014	04/05/2015	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ EXCLUDED
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
							\$
							\$
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/M <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insureds: Parsons Stadium Rodeo Arena; City of Springdale; Springdale Benevolent Amusement Association, City of Springdale

CERTIFICATE HOLDER Parsons Stadium Rodeo Arena 1423 Emma Springdale, AR 72764	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF SPRINGDALE

RECEIPT

CUSTOMER RECEIPT CITY OF SPRINGDALE

201 Spring Street, Room 203

Springdale, AR 72764

Phone: 479-750-8118

5891

Match ID: CITYCLERK

5/22/14

Type	SvcCd	Description	Amount
MP		MISC/ACCT # REQUIRED	
	Qty	1.00	\$100.00

CODE OF THE OZARKS
 LICENSES & PERMITS 10101013210000
 CIRCUS JUNE 18-22,2014

Sender detail

CK Ref#:	26808	\$100.00
Total tendered:		\$100.00
Total payment:		\$100.00

Trans date: 5/22/14 Time: 15:44:02

THANK YOU FOR YOUR PAYMENT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
EXECUTION OF A TRANSPORTATION CONTRACT
FOR FUNDING FOR SERVICES FOR THE ELDERLY**

WHEREAS, the Area Agency on Aging of Northwest Arkansas provides funding for elderly transportation services provided by the City of Springdale; and

WHEREAS, these services are vital for many of Springdale's senior citizens; and

WHEREAS, the City Council would like to continue providing these services with the funding assistance provided by the Area Agency on Aging of Northwest Arkansas;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a transportation contract with the Area Agency on Aging of Northwest Arkansas for the period of July 1, 2014 through June 30, 2015.

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

AREA AGENCY ON AGING OF NORTHWEST ARKANSAS



TRANSPORTATION CONTRACT
2014/2015

This contract is made this 1st day of July, 2014 by and between the Area Agency on Aging of Northwest Arkansas, Inc., hereinafter referred to as AAANWA, having its offices at 1510 Rock Springs Road, City of Harrison, Arkansas,

and the:

City of Springdale,

a Corporation organized and existing under the law of the State of Arkansas, with principal office at: 201 North Spring, City of Springdale, Arkansas hereinafter designated as the Subcontractor.

WITNESSETH:

WHEREAS the AAANWA has received Federal and State grants from the State of Arkansas, Department of Human Services, Division of Aging and Adult Services hereinafter designated as DAAS.

AND WHEREAS, the Area Agency on Aging of Northwest Arkansas is responsible for administering and coordinating said aging services for the following designated nine counties in Arkansas: Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington.

The Subcontractor agrees to operate and manage a transportation service program for the elderly in the following county of:

a) Washington

as set forth in the program assurances and other references included herewithin, on behalf of the AAANWA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Subcontractor and the AAANWA agree as follows:

Initial _____

PROGRAM ASSURANCES

The titles to the paragraphs of this contract are solely for convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this contract.

The following assurances are applicable to funds administered by the AAANWA for the DAAS in accordance with an area plan approved by the DAAS. The subcontractor providing elderly transportation services in the counties heretofore mentioned must comply with the following:

PROGRAM PURPOSE ASSURANCES

1. The subcontractor understands and agrees it is the purpose of the program to foster the development and implementation of comprehensive and coordinated systems to serve older individuals aged 60 and over. The primary goals of the program are:
 - a) To secure and maintain maximum independence and dignity in a home and community based environment for older individuals capable of self-care with appropriate supportive services, and;
 - b) To remove individual and social barriers to economic and personal independence for older individuals, including the provision of employment opportunities and community volunteer activities where older individuals live.
2. The Subcontractor further understands and agrees that resources made available to the Subcontractor by the AAA are designed to:
 - a) Provide for the development and implementation of services designed to meet the needs of older individuals on a priority basis with special attention being given to the needs of low-income minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas;
 - b) Develop, implement, and maximize service coordination with existing social service systems to ensure effective, efficient, and responsive systems in meeting the needs of the older individual;
 - c) Attract additional resources from local units of government, public and private agencies, and the community at large, to extend the program of services available to older individuals of the area;
 - d) Make existing social services more accessible to older individuals through the supportive services implemented under this agreement, with special attention given to physically or mentally disabled older individuals and those in greatest social and economic need. The Older Americans Act prohibits any type of means test except for Social Services Block Grant and no one can be denied services because of income. The Subcontractor also assures that low-income minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas will be served at least in proportion to their relative numbers in the area of operation. The poverty thresholds as defined by the United States Office of Management and Budget shall determine low income.
3. The Subcontractor assures that all services funded are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

Initial _____

OPERATIONS ASSURANCES

1. The Subcontractor shall provide all services in accordance with all program regulations set forth by Title III of the Older Americans Act of 1965, as amended, Social Services Block Grant and other applicable program guidelines. The Subcontractor will also comply with all policies, procedures, and guidelines established by DHS, DAAS, and/or the AAANWA.
2. The Subcontractor is cognizant of and agrees to operate the program in full conformance with all applicable federal, state and local standards, including fire, health, safety, and sanitation standards prescribed by law or regulations.
3. The Subcontractor shall furnish information and certify that it has the authority and capacity to implement and perform, either directly or through approved contractual arrangements, the program of services agreed upon. The Subcontractor will also certify that it is not prohibited from providing the services agreed upon due to disbarment or other means. (Attachment 1)
4. The Subcontractor shall provide that services will be delivered so as to provide continuous and levelized services for the full term of the contract as per service budgets.
5. The Subcontractor shall provide that a method of obtaining participant input into the program will be developed and implemented.
6. The Subcontractor shall provide for a continuing program of public information, specifically designed to assure that information about services and activities carried out pursuant to the agreement, is effectively and appropriately promulgated throughout the area of operations.
7. The Subcontractor shall make available at reasonable times and places all: agreements, periodic reports, and policies governing the administration of this program, for review upon request by interested persons and representatives of the news media.
8. The Subcontractor shall include "funding provided, in part or whole, by the Area Agency on Aging of Northwest Arkansas and Foundation" in all public information regarding services funded directly or through allocation from the AAANWA.
9. The Subcontractor shall cooperate and assist in efforts undertaken by the AANWA, the DAAS and/or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of activities provided.
10. The Subcontractor shall cooperate in comprehensive planning, to provide additional needed services to participants and elderly persons in the area. The Subcontractor will assist the AAANWA in identifying unmet needs, and program planning through completion of needs assessment surveys, by participating in planning meetings, and through other methods as may be deemed necessary.

Initial _____

ADMINISTRATION ASSURANCES

CONTRACTUAL

1. The Subcontractor shall provide that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed. The Subcontractor further agrees that in the performance of this agreement, no persons having such interest shall be employed.
2. The Subcontractor shall utilize, when possible, State, Federal, and other local funding, to supplement and enhance the quality and quantity of services and achieve the objectives of the Older Americans Act. The Subcontractor further agrees when other funding is used, to report it in accordance with the AAANWA financial requirements.
3. The Subcontractor shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the AAANWA.
4. All third party contracts with private profit-making companies must have prior approval from the AAANWA. The Subcontractor must submit to the AAANWA for prior approval any proposed contracts with profit-making organizations to provide services. Such contracts will be approved only if it can be demonstrated that the profit-making organization can provide services in a manner clearly superior to and/or more economically than other available public or private non-profit service providers.
5. The Subcontractor shall be licensed, or shall meet the requirements for licensure where state or local public jurisdictions require licensure for the provision of services.
6. The AAANWA shall provide technical assistance on all matters relating to services provided to older individuals as outlined in the contract.
7. The Subcontractor shall implement such procedures as are necessary to meet the requirements on safeguarding confidential information. The Subcontractor assures that no information about, or obtained from, an individual, and in the possession of the Subcontractor providing services to such individuals, shall be disclosed in any form identifiable with the individual without the informed consent of such individual.
8. The Subcontractor agrees that lists of older persons compiled pursuant to operations under this agreement shall be used solely for the purpose of providing social services, only with the informed consent of each individual on such list and under no circumstances will they be made available to any individual or organization other than DAAS, AAANWA, Department of Health and Human Services, Administration on Aging and/or their respective designees.
9. The Subcontractor shall provide that conditions or circumstances, which place the older person, or the household of the older person, in imminent danger, will be brought to the attention of appropriate official for follow-up with the appropriate authorities.
10. The Subcontractor and the AAANWA mutually agree to promptly notify the other party in writing of any claims against the AAANWA or the Subcontractor and in the event of suit being filed, each party hereto agrees not to incur any expense or make any settlement without the other party's knowledge or consent. In the event that the AAANWA is compelled to adjust, or settle any such claim or pay for the defense therefore, the cost of such defense, adjustment or settlement, including reasonable attorney fees, shall be charged to the Subcontractor; if the cost of such can be legally attributable to the actions of the subcontractor. However, nothing herein shall be construed as a waiver of subcontractor's tort immunity.

Initial _____

FISCAL

1. The Subcontractor shall adhere to generally accepted accounting principles established by the American Institute of Certified Public Accountants and the Comptroller General of the United States and by applicable cost principles and guidelines issued by DAAS and Laws and Regulation applicable to the designated funding sources.
2. The Subcontractor shall assure that sub-recipients comply with the Department of Human Services publication on audits, guidelines for Financial and Compliance Audits of Programs Funded by the Department of Human Services".
3. The Subcontractor shall provide such fiscal control and fund accounting procedures as may be necessary to assure proper disbursement of and accounting for funds paid to grant or contract recipients. The Subcontractor shall adhere to the cost principles in compliance with 45 CFR Parts 74 and 92.
4. The Subcontractor shall insure that all expenditures incurred by the program will be in accordance with an approved budget, cost policies, and other financial procedures established by the AAANWA in keeping with state and federal guidelines.
5. The Subcontractor shall make all program records available for audit review to Department of Health and Human Services, Administration on Aging, DAAS, and AAANWA or their designees at a reasonable time and place.
6. The Subcontractor shall provide to the AAANWA, in a timely manner, statistical and other information, which the AAANWA requires in order to meet its planning, coordination, evaluation and reporting requirements established by DAAS under 1321.13 of the regulations to the Older Americans Act.
7. The Subcontractor shall supply the AAANWA and DAAS with client, services and financial data and other requested information concerning the operation and delivery of program services. Both DAAS and AAANWA have the right to duplicate or use the information connected with the administration of the Division's service programs. This includes the right to release data, which is void of client identifying information to sources outside the Division.
8. The Subcontractor shall retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this plan or any attachment for a period of seven (7) years from the date that agreement expires or, if any audit or investigation is pending at the end of the seven-year period, until resolution of that audit or investigation. Any persons authorized by AAANWA or DAAS shall have full access to any of these materials during this period.
9. The Subcontractor shall submit to the office of the AAANWA by the tenth (10th) of each month, service billing and an invoice for all authorized services rendered under this contract in the preceding month. The Subcontractor shall submit required documentation in a form prescribed by the AAANWA.
10. The AAANWA shall pay the Subcontractor at the rates set forth as stated in the negotiated contract and as approved in an annual budget submitted to AAANWA for each unit of direct service provided under this contract to individuals age sixty (60) years and older and individuals under 60 who have been registered and meet program eligibility criteria. The AAANWA is not responsible for payments to any third party agreements entered into by the Subcontractor.

Initial _____

11. The Subcontractor shall provide the following upon request to the AAANWA for the period July 1 through June 30 of the contract year. The below financial information will be separated by funding sources and be broken out by program service:
 - a) Final report of expenditures by funds;
 - b) Final report of units of service provided by service;
 - c) Report reflecting balance of unexpended funds at June 30 due to the AAANWA
 - d) Inventory of all tangible personal equipment purchased with program funds (specify the percent income and cash funds) provided under this or previous contract agreements having a useful life of more than two (2) years and acquisition cost of \$1,500 dollars or more per unit and a durable supply list for equipment/supplies having a useful life for more than two (2) years and an acquisition cost of less than \$1,500 dollars.
 - e) Two (2) copies of the Subcontractors most recent audit report completed for fiscal year ended during the contract year if you are on a year-end other than June 30. If a Subcontractor is on a year-end ending June 30 the audit is due no later than ninety days after the termination date of this contract agreement.
12. The Subcontractor agrees that scheduled and unscheduled on-site administrative reviews of program operations may be conducted by DAAS, or another state of federal agency, the AAANWA and/or their designees.
13. The Subcontractor agrees to notify the AAANWA immediately of any on-site administrative reviews by any other agency or organization and to forward a copy of review findings.

Initial _____

PERSONNEL

1. The Subcontractor and his/her employees or agency performing under this agreement shall not be deemed to be employees or agents of DAAS or the AAANWA in any matter whatsoever.
2. The Subcontractor shall provide that staff, qualified by education and/or experience, will be employed and assigned to the implementation and performance of the services outlined in this agreement. All applications for employment will be maintained as a part of the program files.
3. The Subcontractor shall hire only American Citizens and aliens who are authorized to work in the United States, assuring compliance with the Immigration Reform and Control Act of 1986.
4. The Subcontractor shall provide that it has written personnel policies in compliance with applicable Federal and State laws and that these policies have been communicated to all staff.
5. The Subcontractor shall provide that within its personnel policies the Subcontractor has and implements a nepotism policy that prohibits hiring a person for a job over which a member of his or her immediate family exercises supervisory authority. A member of an immediate family shall include any of the following persons: mother, father, sister, husband, wife, son, brother, daughter, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, and grandparents.
6. The Subcontractor shall employ staff in adequate numbers to ensure the deliver of services for all clients according to AAANWA and DAAS policy.
7. The Subcontractor agrees that personnel hired for program operations will participate in any appropriate training provided by the AAANWA.
8. The Subcontractor shall provide a drug-free workplace in compliance with the requirement of the Drug-Free Workplace Act of 1988, (45 C.F.R. Part 76, Subpart F), and further by establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Subcontractors policy for maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance program, and;
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Initial _____

CIVIL RIGHTS and EQUAL OPPORTUNITY RIGHTS

1. The Subcontractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Further, the Subcontractor assures that it has no commitments or obligations which are inconsistent with compliance with these or other pertinent federal regulations or policies, and that any other agency, organization or party that participates in the implementation of services pursuant to the agreement shall have no such commitments or obligations.
2. The Subcontractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable Health and Human Service regulations (45 C.F.R. Part 74), and all guidelines and interpretations issued pursuant thereto. The Subcontractor assures that, when viewed in its entirety, each program or activity is readily accessible to and usable by disabled persons.
3. The Subcontractor shall comply with all applicable provisions of Title 45 Code of Federal Regulations related to nondiscrimination, both in service delivery to clients and in employment, including:
 - a) Part 80 (Nondiscrimination on the Basis of Race or Sex);
 - b) Part 84 (Nondiscrimination on the Basis of Handicap); and
 - c) Part 90 (Nondiscrimination on the Basis of Age).
4. The Subcontractor shall comply with the rules and regulations promulgated by federal funding sources and the provisions set forth in the Americans with Disabilities Act of 1990 (ADA).
5. The Subcontractor shall implement a written affirmative action plan and that the affirmative action policies have been communicated to all staff.
6. The Subcontractor shall provide a written grievance procedure that complies with federal and state regulations will be developed for all programs and conveyed to participants and employees.
7. The Subcontractor shall provide that in no case will any part of the program under this agreement which may be operated by specific groups such as churches, social organizations, homes for the elderly, or senior housing developments, restrict participation in the project to its own membership or otherwise show discriminating preferences for such membership.

Initial _____

EQUAL OPPORTUNITY and AFFIRMATIVE ACTION

As a subcontractor, you are contractually bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and you are committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities, and qualified protected veterans. As a subcontractor, vendor, or supplier, you must agree as a condition of the subcontract to abide by the Equal Opportunity and Affirmative Action obligations as set out more fully in 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a).

The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A, for subcontracts for more than \$10,000, if applicable.

41 C.F.R. 60-300.5(a): "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."

41 CFR 60-741.5(a): "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."

Initial _____

It Is Further Agreed:

1. This contract may be amended by the mutual consent of both parties at any time during its term. Amendments to this contract shall be in writing, signed by both parties, or their authorized representatives.
2. The Subcontractor shall promptly return unearned cash or property to the AAANWA upon termination of a program.
3. The Subcontractor agrees that it shall be the right of the AAANWA to rescind funding or terminate the contract during the contract period if, through review, the Subcontractor has failed to correct deficiencies on any on-site administrative reviews.
4. The Subcontractor agrees that it shall be the right of the AAANWA to rescind funding during the contract period if, through review of the Subcontractor's financial reports, the AAANWA deems that the Subcontractor will not utilize funds allocated under this agreement.
5. The Subcontractor agrees that in the event the Subcontractor fails to submit all completed and correct reports to the AAANWA by the due dates as specified in this contract, the Subcontractor's total billing amount for the month in question shall be withheld until submitted. It is expressly agreed that if the Subcontractor fails to provide all such completed reports and records for two (2) consecutive months, the AAANWA shall have the option of immediately starting procedures to terminate the contract.
6. If, through any cause, the Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Subcontractor violates any of the covenants, contract or stipulations, the AAANWA shall thereupon have the right to terminate this contract by giving written notice to the Subcontractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Failure to fulfill contractual obligations would include but not be limited to the following: correction of noted deficiencies on program assessed, or repeated occurrence of the same non-compliance item, failure to serve agreed upon contractual units of service in any program area, failure to complete outreach activities to reach new participants. In that event, all finished or unfinished documents, data, studies, surveys, and reports prepared by the Subcontractor shall, at the option of the AAANWA become its property; and the Subcontractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
7. The AAANWA may terminate this contract any time with "just cause", by giving written notice to the Subcontractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the AAANWA become its property. If the contract is terminated by the AAANWA as provided herein, the Subcontractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service Subcontractor covered by this contract, as well as amounts which the Subcontractor had bindingly obligated itself for that are attributable to the contract and which were made in anticipation of its performance, less payment of compensation previously made. Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Subcontractor shall be reimbursed (in addition to the above payments) for the portion of out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Subcontractor during the period of this contract which are directly attributable to the uncompleted portion of the services covered by the contract.

Initial _____

This contract shall be effective as of July 1, 2014 and shall be in force during this period commencing on the effective date and ending June 30, 2015, and during such additional period or periods as the "Subcontractor" and the Area Agency on Aging of Northwest Arkansas may agree upon.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized officers the day and year first above written.

FOR THE AGENCY

FOR THE SUBCONTRACTOR

Jerry L. Mitchell
Executive Director
Area Agency on Aging of NW Arkansas

Doug Sprouse
Mayor
City of Springdale, Arkansas

CONTRACTOR: City of Springdale
REVISED: _____

TRANSPORTATION SERVICE

Under this contract, the provider agrees to provide a total of not less than 4,185 units of Transportation as described below at a provisional gross rate of \$ 1.00. The cost of each unit of service will be borne by various funding sources as follows:

FUNDING:

- 1. TITLE III B \$
- 2. SSBG FEDERAL \$
- 3. SSBG STATE \$
- 4. CIGARETTE TAX \$ 4,185
- 5. SR CTR ST GENERAL REVENUE \$

TOTAL FUNDING \$ 4,185

NON-FEDERAL:

- 1. TITLE III CASH MATCH \$
- 2. TITLE III IN-KIND \$
- 3. SSBG LOCAL \$
- 4. SSBG IN-KIND \$

TOTAL NON-FEDERAL \$

OTHER:

- 1. MEDICAID \$
- 2. CONTRIBUTED LABOR \$

TOTAL OTHER \$

TOTAL FUNDING SOURCES \$ 4,185
=====

Under no circumstances shall the total funding provided by the Area Agency on Aging of Northwest Arkansas exceed \$ 4,185.

Initial _____

TRANSPORTATION SERVICE POLICY:

Transportation services include transporting a client from one location to another so that the client has access to needed services, care or assistance. This includes, transportation to and from physician and/or medical facility for necessary medical services (but does not include Medicaid Transportation), shopping, bill paying, etc. Service may include escort assistance.

Eligibility Criteria to receive transportation services are:

FUNDING SOURCES	ELIGIBILITY CRITERIA	UNIT DEFINITION
Title III and/or Cigarette Tax and/or Senior Center State General Revenue	<ol style="list-style-type: none"> 1. Any person 60 or more years of age; or 2. The spouse of a 60+ participant; or 3. An individual with a disability or disabilities, not yet aged 60, who resides in the home with and accompanies older persons eligible under the Older Americans Act, when the care and maintenance of the person with disabilities would otherwise prevent participation of the older person, and if participation of the person with disabilities will not prevent participation of older persons and their spouse <p style="text-align: center;">A means test may not be used to determine eligibility.</p>	1 unit = one way trip A unit for reporting is a one-way trip (e.g., from client's home to final destination with any stops in between is one (1) one-way trip; from destination to client's home is one (1) one-way trip). Segments of a trip cannot be counted separately (e.g., from client's home to doctor to senior center to grocery store is one (1) one-way trip, not three (3)).
SSBG (Social Services Block Grant)	<ol style="list-style-type: none"> 1. Any person 60 or more years of age; or 2. The spouse of a 60+ participant; or 3. Handicapped/disabled individuals who are a dependent of and residing with an individual who is 60 years or older and receiving services through SSBG or Title III. 4. In protective services cases (as certified by the Protective Services Unit of the DAAS), any adult will be eligible for the service. <p style="text-align: center;">Must meet SSBG income, residence, and need for service criteria.</p>	1 unit = one way trip A unit for reporting is a one-way trip (e.g., from client's home to final destination with any stops in between is one (1) one-way trip; from destination to client's home is one (1) one-way trip). Segments of a trip cannot be counted separately (e.g., from client's home to doctor to senior center to grocery store is one (1) one-way trip, not three (3)).

Minimum Requirement for Record Keeping:

1. Documentation for units provided.
2. Number of different persons served.
3. Documentation of Information and Referral and Outreach Services provided.

Initial _____

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE PARTICIPATION OF ECOVET, A DIVISION OF ECOARK, IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2003 AND ARK. CODE ANN. §15-4-2706(d).

WHEREAS, in order for a business to be eligible for the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), the governing body of the municipality in which the business is located must pass a resolution endorsing the participation of the business in the tax refund program; and

WHEREAS, Ark. Code Ann. §15-4-2706(d) provides that the governing body of the municipality must specify that the Department of Finance and Administration is authorized to refund local sales taxes to a business participating in the tax refund program; and

WHEREAS, EcoVet, of 1738 Louisiana Place, wishes to participate in, and be eligible for, the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), due to the expansion of its facility in the City of Springdale, Arkansas; and

WHEREAS, EcoVet, has agreed to furnish the City of Springdale all information necessary for its participation in the tax refund program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the participation of EcoVet, in the tax refund program contained in Ark. Code Ann. §15-4-2706(d) is hereby endorsed, and the Department of Finance and Administration is authorized to refund local sales taxes to EcoVet, and this resolution shall take effect immediately.

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 APPROVING A CONDITIONAL USE AT
1220 E. ROBINSON AVENUE AS SET FORTH IN
ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on June 3, 2014, on a request by Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2)

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and no nays recommends that a conditional use be granted to Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with the following conditions – No conditions were made.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with the following conditions – No conditions were made.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

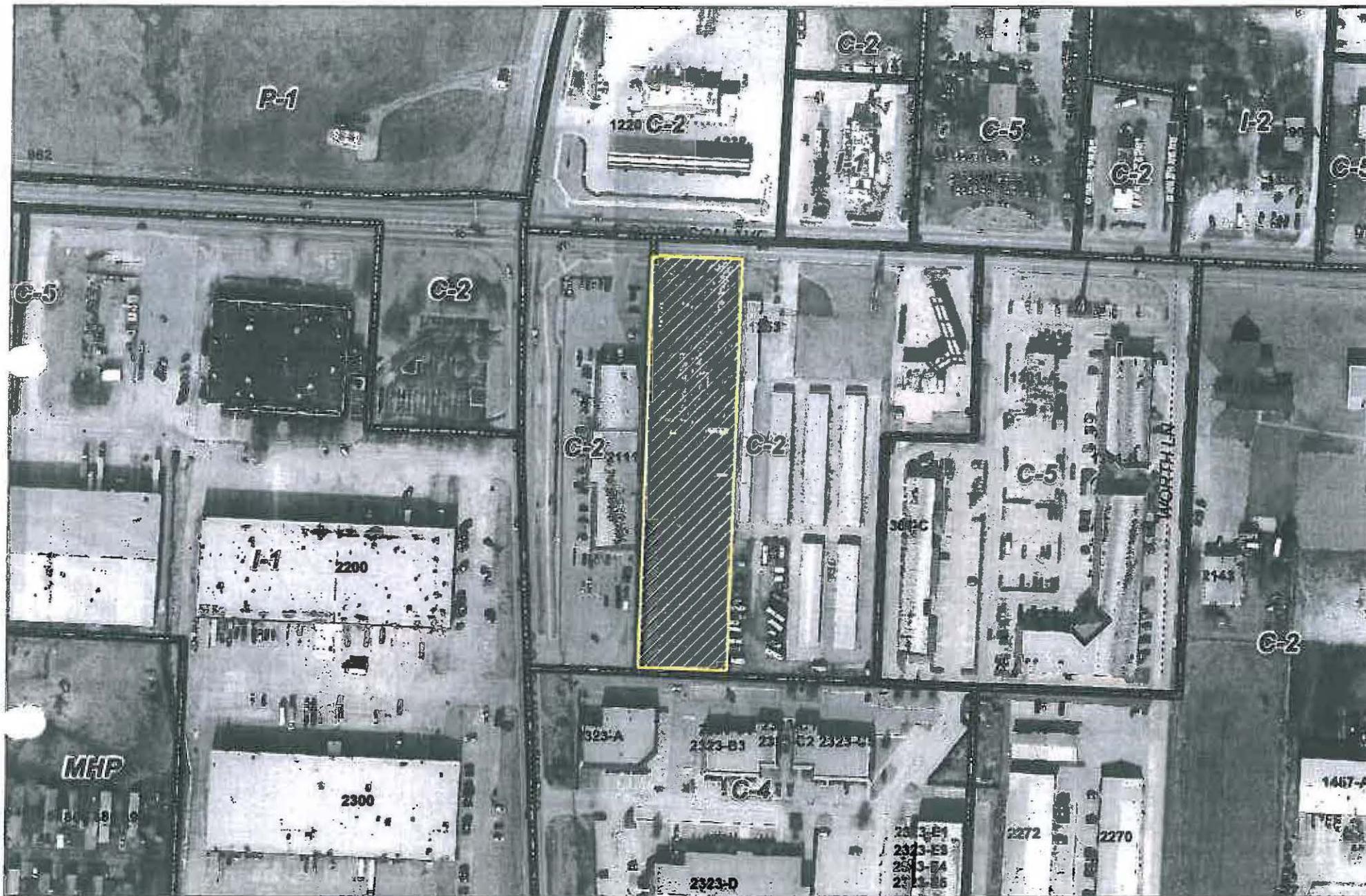
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: BLAKE HARRIS
CONDITIONAL USE REQUEST:
USE UNIT 41 - AUTOMOBILE SALES

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/6/2014

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT FOR A PUBLIC PARKING LOT ADJACENT TO THE JONES CENTER.

WHEREAS, the Jones Center is a facility that serves families, strengthens the community, and benefits the citizens of the City of Springdale, Arkansas;

WHEREAS, the Jones Center is strategically located near many properties of interest to the citizens of the City of Springdale, Arkansas, and will be adjacent to a trailhead to be constructed in connection with the Razorback Regional Greenway Trail;

WHEREAS, there is a need for a public parking lot located adjacent to and west of the Jones Center;

WHEREAS, the Jones Center wishes to lease to the City of Springdale the property needed for a public parking lot, in exchange for the City providing funds for the construction and surfacing of the public parking lot adjacent to and west of the Jones Center, in an amount not to exceed \$100,000.00;

WHEREAS, the Jones Center and the City wish to enter into a Lease agreement attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute a lease agreement, attached as Exhibit "A" hereto, with the Jones Center, for the purpose of providing a public parking lot, and providing for the construction and surfacing of the parking lot in an amount not to exceed \$100,000.00.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE 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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION FOR THE CONSTRUCTION OF A MOUNTAIN BIKE TRAIL.

WHEREAS, the Walton Family Foundation has awarded a grant to the City of Springdale, Arkansas, to support the construction of a mountain bike trail in connection with the Razorback Regional Greenway Trail;

WHEREAS, the grant provides that the City of Springdale, Arkansas, provide \$323,797.00 in matching funds for the mountain bike trail, and the Walton Family Foundation will provide up to \$825,051.00 for the construction of the mountain bike trail;

WHEREAS, Springdale Water Utilities is deeding to the City of Springdale the property needed for the mountain bike trail, the value of such property being \$501,254.00, bringing the total cost of the project to \$1,650,102.00;

WHEREAS, to memorialize the terms of the grant, it is necessary to enter into a grant agreement with the Walton Family Foundation, and a copy of the agreement is attached hereto as Exhibit "A" and is hereby incorporated by reference;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, that the Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation, a copy of which is attached hereto as Exhibit "A" and made a part hereof, for the construction of a mountain bike trail in connection with the Razorback Regional Greenway Trail.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

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.

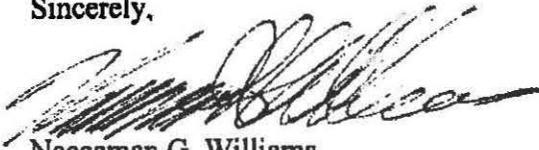
10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A MOUNTAIN BIKE TRAIL; TO WAIVE COMPETITIVE BIDDING; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City is currently working on constructing a mountain bike trail in conjunction with the Razorback Regional Greenway Trail;

WHEREAS, Springdale Water Utilities is deeding to the City of Springdale the property needed for the mountain bike trail, the value of such property being \$501,254.00;

WHEREAS, the Walton Family Foundation has awarded a grant of up to \$825,051.00 to the City of Springdale, Arkansas, to support the construction of the mountain bike trail;

WHEREAS, the construction of the mountain bike trail is unique in nature, and to avoid delays in this project so that this mountain bike trail can be completed in a timely manner, it is necessary to waive competitive bidding;

WHEREAS, the city will negotiate a contract with Progressive Trail Design for the construction of a mountain bike trail in conjunction with the Razorback Regional Greenway Trail; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a negotiated contract with Progressive Trail Design for the construction of the mountain bike trail in conjunction with the Razorback Regional Greenway Trail, with the actual cost to the City of Springdale not to exceed \$323,797.00;

IT IS FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that because of the exceptional situation described above, competitive bidding is not deemed feasible or practical and therefore competitive bidding is waived.

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.

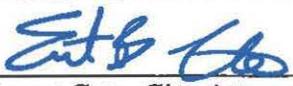
PASSED AND APPROVED this ____ day of _____ 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney

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 SETTLEMENT
OF A CONDEMNATION OF LAND OWNED BY
REBECCA MAGEE AND DAVID GULLIVER.**

WHEREAS, the City of Springdale is acquiring property needed for the Don Tyson Parkway Extension - Hylton to Habberton Road, Project No. 12BPS2;

WHEREAS, one of the tracts of land affected by this project, Tract 1, is owned by Rebecca Magee and David Gulliver;

WHEREAS, the City of Springdale estimated the amount of just compensation for the property to be \$16,900.00;

WHEREAS, the property owners have extended an offer to settle this case for the total sum of \$21,432.00, plus an additional amount for fence replacement;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$4,532.00 to acquire this property, plus \$10,217.00 for fence replacement, without the need of a lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that City staff is hereby authorized to acquire Tract 1 of the Don Tyson Parkway Extension - Hylton to Habberton Road, Project No. 12BPS2, owned by Rebecca Magee and David Gulliver, for the total sum of \$31,649.00.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY 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

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