

TITLE 2

CLASSIFICATION, ADMINISTRATION AND PERSONNEL

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CHAPTER 2.04

CITY CLASSIFICATION

Sections:

- 2.04.01 Operation as first class city

2.04.01 Operation as first class city The city shall operate as a city of the first class under the laws of the state of Arkansas.

CHAPTER 2.08

CITY AND WARD BOUNDARIES; VOTING DISTRICTS

Sections:

- 2.08.01 Map of city
- 2.08.02 Voting districts

2.08.01 Map of city The boundaries and limits of the city and the various wards shall be as set forth and described on the official map of the city on file in the office of the City Clerk.

2.08.02 Voting districts Due to the population changes reflected by the latest census, the City Council pursuant to the provisions of A.C.A. 14-43-311 hereby adjusts the voting ward districts as reflected by the attached map so that hereafter:

Ward I shall be all property within the city limits located north of West Second Street on the west side of Main Street; all property within the city limits located north of 4th Street between Main Street and Park Avenue; and all property north of 2nd Street lying east of Park Avenue.

- A. The area bounded by South Main Street, East 6th Street, South Grand Street and East 4th Street is hereby moved from Ward II to Ward I.
- B. All property north and west of a line hereinafter described shall be moved into Ward I: Start at the intersection of U.S. Highway 79 and West 4th Street, thence west to the railroad; thence southwest along the railroad to the city limits at West 10th Street. (Ord. No. 1869, Sec. 1.)

Ward II shall be all property within the city limits located south of 4th Street between Main Street and Park Avenue and all property south of 2nd Street lying east of Park Avenue.

Ward III shall be all property within the city limits located south of 2nd Street and west of Main Street. (Ord. No. 1672, Sec. 1.)

CHAPTER 2.12

CITY COUNCIL

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- 2.12.01 Council meetings - Regular
- 2.12.02 Council meetings - Special, Called by Mayor
- 2.12.03 Council meetings - Special, Called by Council
- 2.12.04 Business at special meeting
- 2.12.05 Presiding officer
- 2.12.06 Conduct
- 2.12.07 Record of proceedings
- 2.12.08 Publication
- 2.12.09 Writing required
- 2.12.10 Procedure
- 2.12.11 Election or appointment of officers
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- 2.12.13 Order of business
- 2.12.14 Motions
- 2.12.15 Readings
- 2.12.16 Suspension of rules
- 2.12.17 Election of

2.12.01 Council meetings - Regular That beginning in the month of January, 1981, and

effective from and after the passage of this ordinance, the regular meeting dates of the City Council of the city of Stuttgart, Arkansas, are hereby changed from the first and third Thursdays of each month to the first and third Tuesdays of each month. (Ord. No. 1037, Sec. 1)

2.12.02 Council meetings - Special, Called by Mayor The Mayor shall have power, when in his judgment, it shall be in the interest of the city, to call a meeting of the City Council. Such meetings shall be called by the Mayor fixing the time of the meeting and issuing or causing to be issued a summons directed to the Police Chief commanding him to summons each alderman to attend such meeting in which summons the object of the meeting shall be stated in general terms. (Ord. No. 3, Secs. 2 and 3)

STATE LAW REFERENCE-See A.C.A. 14-43-301, 14-43-502, and 14-43-509.

2.12.03 Council meetings - Special, Called by Council Whenever three (3) aldermen shall sign a notice to the other members of the City Council of a special meeting of the Council, stating therein the object of such meeting, such special meeting shall be held at the time designated in the call, such notice shall be served by the Police Chief. (Ord. No. 3, Sec. 5)

STATE LAW REFERENCE-See A.C.A. 14-43-301, 14-43-502, and 14-43-509.

2.12.04 Business at special meeting At any special meeting no other business shall be transacted except that for which the meeting was called. The City Council can lawfully sit and transact any business at any time without notice when all the members of the Council are present. (Ord. No. 3, Sec. 6)

The above meetings must comply with Act 93 of 1967, The Freedom of Information Act.

STATE LAW REFERENCE - A.C.A. 25-19-101 through 25-19-107.

2.12.05 Presiding officer The Mayor shall be ex-officio president of the Council and shall preside at its meetings during the term for which he was elected, and in case of a tie he shall have the casting vote. In the absence of the Mayor the Council shall elect a president pro tempore. (Ord. No. 3, Sec. 7)

2.12.06 Conduct Any person who shall disrupt or interfere with a meeting of the City Council or creates a disturbance in such meeting, may be charged with such offense, and if convicted, shall be punished in accordance with the laws of the state.

2.12.07 Record of proceedings The City Clerk shall keep a journal of its proceedings in the manner as other legislative bodies. At the request of any member the yeas and nays shall be taken and entered upon the journal on any by-law, motion or ordinance or on any question and the same may be printed whenever it is by the Council deemed expedient. (Ord. No. 3, Sec. 13)

2.12.08 Publication When any ordinance or by-law shall be passed the Clerk shall furnish a copy to a newspaper of general circulation in the city for publication. (Concept Ord. No. 3, Sec. 14)

2.12.09 Writing required No amendment or resolution shall be offered except in writing and the question shall be put on the last amendment offered, and in filling blanks the question shall always be taken on the longest time, largest and highest number proposed. (Ord. No. 3, Sec. 15 & 29)

2.12.10 Procedure

- A. The Mayor may at any time call any member of the board to the chair when he may wish to participate in the discussion of any question before the board. Hearing the previous question shall preclude further debate and amendment and in all other respects the rules of proceedings adopted by deliberative bodies generally shall govern the proceedings of the council.
- B. No member shall address the board until he shall have risen from his seat, addressed the chair and been recognized by the chair as entitled to the floor.
- C. No one but a member shall address the board except by unanimous consent of all the members of the Council or upon invitation by the chair.
- D. No member shall be allowed to speak more than twice on the same subject, nor for a longer period than fifteen (15) minutes at one time.
- E. Any member interrupting another who has the floor, without the consent of such member, or who shall otherwise interrupt or abstract the business of the board may be called to order by the chairman.
- F. No alderman shall absent himself from the board while in session without permission from the chair. (Ord. No. 3, Secs. 16-21)

2.12.11 Election or appointment of officers It shall be the duty of the Mayor and the Board of Aldermen, as soon as they have entered upon the duties of their offices as such, to elect or appoint all city officers whom they are by law to elect or appoint. (Ord. No. 3, Sec. 23)

2.12.12 Committee reports All standing committees shall report at least once each month to the Council as needed and the reports are to be in writing. (Concept from Ord. No. 3, Sec. 25)

2.12.13 Order of business All business of the City Council shall be transacted according to the following order:

1. Call roll of members.
2. Reading minutes of previous meeting.
3. Report of standing committees.
4. Report of special committees.
5. Unfinished business.
6. New business.

Any of the above rules may be dispensed with by a two-thirds (2/3) vote of all the members of the aldermen present. (Ord. No. 3, Sec. 26)

2.12.14 Motions

- A. During the pendency of any question before the Council, the following motions may be made by any member:
 1. To table.
 2. To postpone.
 3. To call for the previous question.
 4. To refer to a committee.
 5. To amend.
- B. A motion to adjourn and a motion to table shall not be debatable. (Ord. No. 3, Secs. 27 and 28)

2.12.15 Readings All resolutions must be read, seconded and stated by the chair before they shall be subject to debate. (Ord. No. 3, Sec. 30)

2.12.16 Suspension of rules No rules contained in Sections 2.12.13 and 2.12.14 shall be suspended except by unanimous consent of all the members of the Council. (Ord. No. 3, Sec. 31)

2.12.17 Election of Candidates for the office of Alderman in the City of Stuttgart, Arkansas, shall reside in the ward from which they seek to be elected. (Ord. No. 1285, Sec. I)

There shall be established in the City of Stuttgart, Arkansas, three (3) wards of substantially equal population in order that aldermen elected from each such ward shall represent substantially the same number of residents of the City of Stuttgart. (Ord. No. 1285, Sec. II)

That there shall be selected from each ward two (2) aldermen, designated as Position 1 and position 2 to serve on the Stuttgart City Council. Both such aldermen for each ward shall be elected by the voters of that ward only. No alderman shall be elected at large. (Ord. No. 1285, Sec. III as amended by Ord. No. 1285, Sec. 1)

The boundaries and limits of the various wards shall be as set forth and described on the

official map of the city which is on file in the office of the City Clerk. (Ord. No. 1285, Sec. IV)

CHAPTER 2.16

CITY CLERK

Sections:

- 2.16.01 Office created
- 2.16.02 Separate offices
- 2.16.03 Duties
- 2.16.04 Salary

2.16.01 Office created The office of City Clerk is hereby created. The City Clerk shall be elected by the qualified voters of the city and serve for period of four (4) years.

2.16.02 Separate offices The office of City Clerk and District Court Clerk are separate offices.

2.16.03 Duties The duties of this office shall be such as are fixed by the state statutes and city ordinances. In addition thereto, effective January 1, 1991, the City Clerk shall have and assume all duties and responsibilities previously within the authority of the City Treasurer as more specifically defined in Chapter 2.20 of the Stuttgart Municipal Code. (Ord. No. 1341, Sec. I)

2.16.04 Salary The salary of the City Clerk will revert to \$40,000.00 beginning January 1, 2019. (Ord. No. 1951, Sec. 2.)

CHAPTER 2.20

CITY TREASURER

Sections:

- 2.20.01 Office created
- 2.20.02 Salary
- 2.20.03 Office abolished effective December 31, 1990

2.20.01 Office created The office of City Treasurer is hereby created and said official shall be the custodian of all the funds belonging to the city and shall disburse them only according to law. The Treasurer is directed to pay each January the annual service charge of the Arkansas Municipal League from the general fund of the city.

2.20.02 Salary The rate of pay of the City Treasurer shall be determined by ordinance of the City Council from time to time in a manner that will comply with the Arkansas Constitution and laws.

2.20.03 Office abolished effective December 31, 1990 The position and office of City Treasurer for the city of Stuttgart is hereby abolished as of the effective date as set forth in the paragraph below. (Ord. No. 1316, Sec. I)

The City Treasurer for the city of Stuttgart shall continue to perform his prescribed duties throughout the remainder of the current term of office, such term to conclude at midnight, December 31, 1990, at which time this ordinance shall take full force and effect. (Ord. No. 1316, Sec. II)

That upon termination and abolishment of the office of City Treasurer, those duties as previously performed by the Treasurer shall be performed by such person or persons as may be designated by the City Council. (Ord. No. 1316, Sec. III)

CHAPTER 2.22

DEPARTMENT OF FINANCE

Sections:

- 2.22.01 Created
- 2.22.02 Authority to employ
- 2.22.03 Duties

2.22.01 Created The City Council of the city of Stuttgart hereby creates a department to be known as the Department of Finance which department shall be headed by a Finance Officer. Said department and position shall continue to remain in full force under the terms of this ordinance. Said Finance Officer shall be appointed by the Mayor and approved by the City Council and may be removed in like manner and shall serve with compensation as shall from

time to time be provided by appropriation from the City Council. (Ord. No. 1044, Sec. 1)

2.22.02 Authority to employ The Finance Officer shall have the authority to employ such professional and other personnel as he shall deem necessary within the means provided by any appropriation made therefor by the Council. (Ord. No. 1044, Sec. 2)

2.22.03 Duties. The Finance Officer shall be responsible for the following:

- A. Maintaining revenue and expenditure records for the city of Stuttgart, including budget, appropriation, fund allocations, payrolls and accounts receivable, and shall prepare all federal, state and local reports as shall be required from such records.
- B. Shall prepare all vouchers used for disbursement of city funds (except those expenditures made pursuant to Act 40 of the Acts, 1949). Said instruments so prepared shall be signed by the City Treasurer and Mayor or City Clerk (or Deputy City Clerk) with two (2) signatures required on each voucher. Any enactment of the city of Stuttgart, Arkansas, requiring signatures of officers in variance with this ordinance is hereby repealed.
- C. Shall implement internal control procedures for all records and funds of the Stuttgart District Court and Stuttgart Police Bond and Fine accounts, inventory of all city assets and purchasing.
- D. Shall perform other functions deemed necessary by the Mayor or Council of the city of Stuttgart, said functions shall apply only with reference to those funds or duties not governed by funds control authority exercised by a commission or subject to the authority of the City Treasurer. (Ord. No. 1044, Sec. 3)

CHAPTER 2.24

MAYOR

Sections:

- 2.24.01 Office created
- 2.24.02 Election
- 2.24.03 Duties
- 2.24.04 Appointment of officers
- 2.24.05 Salary
- 2.24.06 Expense allowance
- 2.24.07 Retirement

2.24.01 Office created. The office of Mayor is hereby created.

STATE LAW REFERENCE-see A.C.A. 14-42-102

2.24.02 Election. On the Tuesday following the first Monday in November and every four (4) years thereafter, the qualified voters of Stuttgart shall elect a Mayor for four (4) years.

STATE LAW REFERENCE-see A.C.A. 14-43-305, Act 12 of 1965.

2.24.03 Duties. As chief executive of the city the Mayor shall preside over all meetings of the City Council and shall perform such duties as may be required of him by state statute or city ordinance.

2.24.04 Appointment of officers. The Mayor shall appoint, with the approval of the City Council (where such approval or confirmation is required all officers of the city whose election or appointment is not provided for by state statute or city ordinance.

2.24.05 Salary The Mayor's salary will be \$41,000.00 per year. (Ord. No. 1718, Sec. 1.)

2.24.06 Expense allowance. The expense allowance of the Mayor is established at a sum as fixed by the City Council from time to time and as used and claimed by the Mayor. The expense allowance shall include auto expense for the use of the Mayor's personal automobile when his automobile is used for city purposes. The expense allowance shall further include all other personal expenses of the Mayor when on city business, provided that the Mayor shall file a claim with the City Clerk each month for the mileage allowance and expenses due him. Upon receipt of the claim, in compliance herewith, the City Clerk is authorized and directed to issue payment. (Ord. No. 832, Sec. 2)

2.24.07 Retirement Pursuant to the authority granted the City Council by Act 1700 of 2001, any person who has served as Mayor for a period of not less than ten (10) years may retire upon reaching the age of fifty-five (55) with the benefits provided under A.C.A. 24-12-123. (Ord. No. 1657, Sec. 1.)

CHAPTER 2.28

CITY ATTORNEY

Sections:

2.28.01	Duties
2.28.02	Duties exempt from
2.28.03	Assistant
2.28.04	Salary

2.28.01 Duties The City Attorney shall act as the legal advisor to the Mayor and the members of the City Council as in their official capacities; the Police and Fire Departments, the Street Department, the City Clerk, the City Treasurer, the City Health Department and Health Officer, and the Sanitation Department. He shall prepare ordinances, resolutions, contracts and all other legal documents connected with the working of these bodies, including forms used in the functioning of each department's duties. He shall prosecute violations of city ordinances in the Municipal Court, the Circuit Court and the Supreme Court of Arkansas; he shall advise and represent the Board of Health and the City Health Officer; he shall perform all other and further legal duties for the city except as provided in Section 2.28.02. (Ord. No. 445, Sec. 1)

2.28.02 Duties exempt from The City Attorney shall not be required, nor shall it be a part of his duties to represent the Municipal Water Works, the Sanitary Sewer Committee or any of their projects or activities; nor any duties in connection with any bond issues whether revenue or ad valorem, or any projects financed in whole or in part by the proceeds of such bonds; nor any municipal improvement district. But nothing herein contained shall be construed as precluding him from representing these activities on a contract or fee basis in addition to his salary if he be employed by the administrative body of such activity having authority to employ an attorney for its purposes. (Ord. No. 445, Sec. 2)

2.28.03 Assistant The City Attorney may appoint one Assistant City Attorney who shall act under the direction of the City Attorney and shall perform such duties as the City Attorney may direct, but in the event the City Attorney elects to appoint an assistant, the City shall pay no salary other than that provided for the City Attorney. (Concept from Ord. 445, Sec. 3)

2.28.04 Salary The salary of the City Attorney shall be \$29,000.00. (Ord. No. 1843, Sec. 1.)

STATE LAW REFERENCE-see A.C.A. 14-43-407 and 14-43-410.

CHAPTER 2.32**DISTRICT COURT****Sections:**

2.32.01	Created
2.32.02	Term of District Judge
2.32.03	Qualifications of Judge; salary
2.32.04	Qualifications of Substitute Judge
2.32.05	Fees and costs
2.32.06	Appeals
2.32.07	Jurisdiction
2.32.08	Issuance of process
2.32.09	Limitation on court
2.32.10	Appointment of Clerk, salary, duties
2.32.11	Collection of fines
2.32.12	Sheriff and Constable, collection of fines
2.32.13	Accounts
2.32.14	Change of venue
2.32.15	Fees of Prosecuting Attorney
2.32.16	Service of summons and other process
2.32.17	Jail fee established
2.32.18	Designated use of funds
2.32.19	Payment in installments

2.32.01 Created There is hereby created a corporation court to be styled the "District Court of Stuttgart, Arkansas" and shall be a court of record having a seal with the name of the state in the center and the words "District Court of Stuttgart, Arkansas" around the margin. This court shall be regarded as a continuation of the Police Court. (Ord. No. 335, Sec. 1)

2.32.02 Term of District Judge The District Court of Stuttgart shall be held by one (1) District Judge whose term of office shall be four (4) years and until his successor is elected and qualified as such. (Ord. No. 335, Sec. 2)

2.32.03 Qualifications of Judge, salary The Judge of the District Court shall be at least twenty-five (25) years of age, of good moral character, learned in the law, two (2) years resident of the state and elector of the city; he shall be an attorney-at-law in good standing and shall have practiced law at least six (6) years. (Ord. No. 335, Sec. 3)

Effective January 1, 2009, the salary of the Northern District Court Judge shall be \$19,418.59. (Ord. No. 1821, Sec. 1.)

2.32.04 Qualifications of Substitute Judge Whenever the office of the Judge of the District Court is vacant, and before his successor has qualified as such, or the municipal Judge shall fail to attend, or become unable to hold such court, or shall from any cause be disqualified from presiding at any trial therein pending, then the regular practicing attorneys in attendance on such court may, on notice from the clerk of such court, elect a special judge to preside at such court or to try such causes, said proceedings to be entered at large upon the records and the special judge so elected, shall have the same power and authority in such court as the regular judge would have if present and presiding, but his authority shall cease after final judgment in the particular cause in the trial of which he is at the time engaged upon the qualification of a successor to the regular judge in case of a vacancy in the office of the latter, and upon the removal of the disability or resumption of the attendance of the regular judge. The special Judge shall be required to have the same qualifications as that mentioned above for the regular judge, and such special judge shall receive in compensation for his services Ten Dollars (\$10.00) per day for each day he holds the District Court. (Ord. No. 335, Sec. 4)

STATE LAW REFERENCE -see A.C.A. 16-17-210.

2.32.05 Fees and costs The like fees and costs shall be allowed in civil and criminal suits, prosecutions and proceedings in District Court, as are provided by the general laws in similar cases before justices of the peace, excluding those items that would be allowed justices of the peace when sitting as examination courts; provided that in the trial before the court here established of violation of the ordinances of the city, no fees or costs shall be taxed or allowed; provided further, that nothing in this section shall be construed as authorizing the collection by the Prosecuting Attorney or his deputies, the Clerk of the District Court, the sheriff and constable or their deputies, of any costs or fees from the county in the trial of misdemeanor; provided further, that the constable and deputies shall be allowed the same fees and costs as are now allowed sheriffs and their deputies in civil and criminal suits, prosecutions and proceedings by the general laws in similar cases before justices of the peace.

STATE LAW REFERENCE-see A.C.A. 16-17-212, 16-17-109.

All court costs levied shall be in accordance with Act 1256 of 1995.

2.32.06 Appeals All appeals from District Court must be taken and the transcripts of appeals lodged in the office of the Clerk of the Circuit Court within thirty (30) days after judgment is rendered, and not thereafter. The Circuit Court shall advance on its docket such causes on appeal and the same shall stand for trial de novo in the Circuit Court ten (10) days after being docketed. (Ord. No. 335, Sec. 6.)

STATE LAW REFERENCE – see A.C.A. 16-17-213.

2.32.07 Jurisdiction The District Court shall have jurisdiction over those matters as precisely set out in Section 22-709 of the Arkansas Statutes Annotated. (Concept Ord. No. 336, Sec. 7)

2.32.08 Issuance of process For the purposes set out in the foregoing section, the District Court of Stuttgart shall have the power to issue all necessary process. (Ord. No. 335, Sec. 8)

2.32.09 Limitation on court The District Court of Stuttgart shall not have jurisdiction in civil cases where a lien on land or title or possession thereof is involved. (Ord. No. 335, Sec. 9)

STATE LAW REFERENCE-see A.C.A. 16-17-206.

2.32.10 Appointment of Clerk, salary, duties He shall perform in and for the District Court the clerical work required or permitted by the general laws to be performed by the justices of the peace in their own courts, administer oaths, and take affidavits required or permitted in the progress of the action, approve bonds in criminal cases in the absence of the judge, keep a docket complete of all civil proceedings and a docket on criminal proceedings to the extent and in the manner directed by the judge, seasonably record the judgment, rules orders and other civil or criminal proceedings of the court, and keep an alphabetical index thereto, issue and attest all process, tax and collect the like fees and costs allowed to justices of the peace for similar clerical services under the general laws. He shall render for each month, not later than the fifth (5th) day of the succeeding month, reports in duplicate of all civil and criminal cases tried, showing all fines, penalties, forfeitures, fees and costs taxed and assessed during the month, and showing the nature of each case and the arresting officer, also all payments made on same, one copy to the Mayor and the other to the Clerk of the County Court.

He shall execute a good and sufficient bond conditioned upon the faithful performance of his duties as Clerk of the District Court, or in a sum not less than the total annual receipts each year hereunder. The cost of the bond is to be paid equally by the City and the County. The Clerk shall post a bond of One Thousand Dollars (\$1,000.00) until such a time as the funds in his

hands shall exceed that amount. The bond shall thereupon be increased in accordance with the requirements hereinbefore stated. The bond must be approved by the City Council. He shall receive the salary as designated by the City Council from time to time in compliance with the Arkansas State Constitution and Laws. (Concept from Ord. No. 335, Sec. 10)

STATE LAW REFERENCE-see A.C.A. 16-16-211

2.32.11 Collection of fines The Police Chief for the City of Stuttgart or his designee is hereby designated as the person primarily responsible for the collection of fines assessed in District Court for the City of Stuttgart, Arkansas. (Ord. No. 1936, Sec. 1.)

STATE LAW REFERENCE-see A.C.A. 16-17-214

2.32.12 Sheriff and Constables, collection of fines The Sheriff and Constables who may collect any fines, penalties, forfeitures, fees and costs arising out of any cause in the District Court shall make like return as required in the preceding section of the Chief of Police, and shall pay the District Court Clerk all such fines, penalties, forfeitures, fees and costs collected by them, excepting such part as is due to them for service rendered in such causes. (Ord. No. 335, Sec. 12)

STATE LAW REFERENCE - see A.C.A. 16-17-215.

2.32.13 Accounts All accounts shall be as set out in Act 1256 of 1995.

STATE LAW REFERENCE - see A.C.A. 16-10-301 et seq.

2.32.14 Change of venue In any civil case brought before a justice of the peace in any township in the Northern District of Arkansas County, the defendant may, on motion, without any affidavit or supporting witnesses, take change of venue to the District Court, without the prepayment or tender of any fees, the justice of peace, upon filing of such motion, to have no further jurisdiction in the case, except for the purpose of preparing a transcript for the Municipal Court. (Ord. No. 335, Sec. 14)

STATE LAW REFERENCE-see A.C.A. 16-17-116.

2.32.15 Fees of Prosecuting Attorney The Prosecuting Attorney, or his Deputies, shall receive the same fees for prosecuting cases in the District Court as they now are allowed under the general laws for the prosecution of misdemeanors in Justice of the Peace Courts and in the Circuit Courts. (Ord. No. 335, Sec. 15)

2.32.16 Service of summons and other process All summons and other process in any civil cause pending in the District Court of the city, where the defendant or part of the defendants reside in the township in which the court is situated, shall be directed to the Constable of the township wherein the court sits, all other summons and process in civil causes pending in said court shall be directed to the Sheriff of Arkansas County. Where an arrest for a violation of the State laws committed within the township wherein the court sits, is made upon a warrant filed by the Prosecuting Attorney or his Deputy, such warrant of arrest is issued for the violation of a law of the state committed outside of the township wherein the court sits but in the Northern District of Arkansas County, upon an information filed by the Prosecuting Attorney or his Deputy, such warrant of arrest shall be directed to the Sheriff of the county and all other process in said proceeding shall be directed to the Sheriff. Provided, however, that any Sheriff or Constable of any township in the Northern District of Arkansas County may arrest an offender for a violation of any state law committed anywhere in the Northern District and bring the offender before the District Court for trial, and such officer shall serve all process in said cause. The Chief of Police and his assistants shall serve all process for violations of city ordinances wherein the District Court sits and all criminal process for violations of state laws inside the city limits subject to this ordinance, where the arrest is made by a policeman of the city or information is filed by the City Attorney. (Ord. No. 335, Sec. 16)

2.32.17 Jail fee established In accordance with the provisions of Section 16-17-113 of the Arkansas Code of 1987 Annotated, there is hereby established an additional sum of Three Dollars (\$3.00) as court costs to be assessed and collected from each defendant upon each plea of guilty or nolo contendere, forfeiture of bond, or determination of guilt for misdemeanors or traffic violations in Stuttgart District Court. (Ord. No. 1256, Sec. 1)

2.32.18 Designated use of funds All funds collected in connection with the imposition of the additional court costs referred to in Section 2.32.17 above shall be specifically identified and used for the purpose of providing funds for the hiring and maintaining of personnel in connection with the administration of the Stuttgart City Jail as required by the Jail Standards Act. (Ord. No. 1256, Sec. 2)

2.32.19 Payments in installments When a person is directed to pay fines, costs and restitution from an order of District Court, and is allowed to make such payments in installments, the allocation of the monies received shall be:

- A. All installment payments are initially deemed collections of restitution.
- B. After restitution is fully collected, all installment payments shall be allocated fifty percent (50%) to court costs and fifty percent (50%) to fines.
- C. Whenever either court costs or fines are fully paid, all remaining installment payments shall be allocated to remaining amounts due. (Ord. No. 1885, Sec. 1.)

CHAPTER 2.36

FIRE DEPARTMENT

Sections:

2.36.01	Created
2.36.02	Fire Chief
2.36.03	Personnel
2.36.04	Salaries
2.36.05	Assistant Chief
2.36.06	Duties of Chief
2.36.07	Power of Fire Chief
2.36.08	Maintenance of equipment
2.36.09	Suspension
2.36.10	Volunteer personnel
2.36.11	Volunteer's responsibility
2.36.12	Chief to attend Council meetings
2.36.13	Days off
2.36.14	Responsibility
2.36.15	Authority of Chief to deputize, control citizens
2.36.16	Inspector
2.36.17	Duties of Inspector
2.36.18	Failure to comply with Section 2.36.18
2.36.19	Firemen's Pension and Relief Fund
2.36.20	LOPFI

2.36.01 Created An additional department of the city is hereby established and shall be known as "The Fire Department". (Ord. No. 280, Sec. 1)

2.36.02 Fire Chief The head of this department or its chief executive officer shall be known as Chief of the Fire Department and he shall be appointed by the Mayor, subject to the ratification of the City Council, and may be removed only as provided in A.C.A. 14-43-505. (Concept from Ord. No. 280, Sec. 2)

2.36.03 Personnel In addition to the Chief herein provided for, the number of personnel of the department

shall be determined by the City Council from time to time. (Concept from Ord. No. 280, Sec. 3)

2.36.04 Salaries. The salaries of the department shall be determined by the City Council and are to at least comply with applicable State and Federal laws. (Concept from Ord. No. 280, Sec. 4)

2.36.05 Assistant Chief. The Chief shall designate one (1) of his assistants as "Assistant Chief of the Fire Department" who shall in the absence of the Chief, have full charge of the department and exercise all the duties and prerogatives of the Chief.

There shall also be established within the Stuttgart Fire Department the position of Lieutenant. Such officer or officers shall act under the direction of his superiors in said Department and shall perform such duties as may be assigned by the Chief of the Fire Department.

The designation, promotion or appointment of persons, not to exceed four (4), to fill the positions created herein, shall be made in accordance with the Personnel Policies and Practices Manual of the City of Stuttgart.

The salaries of the positions created herein shall be determined by the City Council in accordance with Section 2.36.04 of the City Code. (Ord. No. 1293)

2.36.06 Duties of Chief. The Chief of the department shall have full charge of all fire fighting apparatus and equipment and of all assistants and volunteers. He shall be held responsible at all times both with reference to the care, keep and preservation of the apparatus and equipment and the action of all assistants under him as well as the performance of the duties of all members of the department. (Ord. No. 280, Sec. 6)

2.36.07 Power of Fire Chief. The Chief of the department shall be supreme in charge or command of the department and all assistants and volunteers shall render the strictest obedience to his commands and directions. The failure of any assistant or volunteer to render such obedience shall be grounds for his immediate suspension from service and the Chief is hereby given power to suspend for infractions of this rule. (Ord. No. 280, Sec. 7)

2.36.08 Maintenance of equipment. It shall be the duty of the Chief and his assistants to at all times maintain all apparatus and equipment in the best of condition and to keep all trucks and mechanical apparatus at all times well oiled, cleaned, polished and ready for instant use.

The Chief shall designate the various duties for his assistants at the station and at fires and also the duties of the volunteers at fires and they shall obey him literally and strictly. (Ord. No. 280, Sec. 8)

2.36.09 Suspension. The Mayor may suspend at any time the Chief of the department for neglect of his duties, for indulgence in intoxicating liquors, for misconduct or for inefficiency and the Chief of the department may at any time suspend any assistant or volunteer for neglect of duties, misconduct, inefficiency or for willfully disobeying his instructions; provided both Mayor and Chief shall report in writing to the next regular Council meeting such suspensions which shall be by the Council considered and either confirmed or set aside by motion duly seconded and carried. (Ord. No. 280, Sec. 9)

2.36.10 Volunteer personnel.

- A. Chief appoints. The volunteer organization shall consist of such members as the City Council may designate which are to be appointed by the Chief of the department and the members shall be strictly subject to the orders and commands of the Chief and shall perform such duties as he may impose upon them. (Ord. No. 280, Sec. 10 as amended by Ord. No. 1398, Sec. 1)
- B. No salary or wages. In order to comply with Arkansas Code Annotated 12-9-301, the provisions of Section Six of Ordinance Number 1026 passed and approved on June 16, 1980, shall be amended to read as follows: Auxiliary law enforcement officers shall receive no salary or wages for the performance of any duties. (Ord. No. 1398)

2.36.11 Volunteer's responsibility. All volunteer firemen shall respond as promptly as may be by the Chief designated to all calls and alarms, either night or day and shall be subject to suspension for the same causes as are the firemen herein provided for. (Ord. No. 280, Sec. 11)

2.36.12 Chief to attend Council meetings. The Chief of the department shall attend the first Council meeting of the month and furnish to the Council a monthly report, giving the number of fires attended, the location, the name of the property owner, the source and details of the call, the damage done, the extent of the fire, the names of the volunteer firemen attending and in general the actions of all his men. He shall also report the condition of all equipment. (Ord. No. 280, Sec. 12)

2.36.13 Days off. Regular fire department personnel shall work such hours and be paid compensation that will at least equal the requirements of applicable State and Federal laws.

2.36.14 Responsibility. It shall be the primary duty of the department to answer all calls and fire alarms, either night or day, and to instantly respond to such calls and alarms by immediately removing to the scene of the fire such equipment and apparatus as may be necessary to successfully extinguish such fire, all of which, together with the actual fighting of the fire shall be under the orders of the Chief in charge. (Ord. No. 280, Sec. 15)

2.36.15 Authority of Chief to deputize, control citizens. The power and authority is hereby vested in the Chief of the Fire Department to, at any and all times during the progress of a

fire, deputize any citizen or citizens to aid in the fighting of fire, whether or not he be a member of the fire department, and the citizen, or citizens, must obey all orders given by the Chief. The Chief of the Fire Department shall also have power to establish strict fire lines, or take any other precautions that he may deem necessary, and all persons must remain outside these lines, unless ordered by the Chief to assist in fighting fire. Anyone violating the orders of the Fire Chief during the progress of a fire, shall be dealt with the same as any offender deemed guilty of resisting an officer. (Ord. No. 73, Sec. 1)

2.36.16 Inspection Police power is hereby granted to the Chief and members of the Fire Department for the purpose of enforcement of the provisions of this chapter, and to enter premises other than private dwellings within the corporate limits of the city, for the purpose of investigating and inspecting the fire hazard conditions on said premises and directing the maintenance of same in conformity to ordinance. (Ord. No. 272, Sec. 1)

2.36.17 Duties of inspector It shall be the duty of the Chief of the Fire Department or any member delegated by him to make a systematic inspection at least once every three months, of all parts of each building within the fire limits prescribed by this code, and of all premises other than private dwellings, within the corporate limits of the city and to make a report on dangerous conditions and violation of ordinances discovered on such inspections to the City Council. He shall give notice in writing, to the owner or occupants of the premises to remove or correct objectionable or hazardous conditions as indicated by the notice, within twenty-four (24) hours after receipt of such notice. (Ord. No. 272, Sec. 2)

2.36.18 Failure to comply with Section 2.36.17 Failure to permit such investigation, or failure to comply with directions given by such official in accordance with Section 2.36.17, shall be a misdemeanor and any person or persons found guilty shall, upon conviction be fined in any sum not less than Five Dollars (\$5.00) nor more than Twenty-Five Dollars(\$25.00) or each offense. Each day of maintenance of conditions prohibited by Section 2.36.17 shall constitute a separate offense. (Ord. No. 272, Sec. 3)

2.36.19 Firemen's Pension and Relief Fund The City Council shall, on or before the time fixed by law for levying county taxes, make out and certify to the County Clerk the rate of taxation levied by the city on the real and personal property within the city, not to exceed one (1) mill on the dollar of the assessed value, for the purpose of paying pensions to retired firemen, and pensions to widows and minor children of deceased firemen and widows and minor children of deceased retired firemen, as provided by law. The Council shall make the rate of taxation, not to exceed one (1) mill on the dollar of the assessed value of the real and personal property within the city, sufficient to raise and provide such amount of money as the Board of Trustees of the Firemen's Pension and Relief Fund certified to the Council will be required to pay pensions to widows and minor children of deceased firemen and widows and minor children of deceased retired firemen, for the following year. If the amount certified to the Council by the Board of Trustees is more than a levy of one (1) mill will produce, the Council shall make the full levy of one (1) mill. All members of the Stuttgart Fire Department, whether past, present, or future, and

whether they be paid, part paid or volunteer firemen, their widows and minor children, and who meet the requirements established by the laws of the state of Arkansas for such eligibility, shall be included in the estimate of the amount of money required to pay pensions, which said board is required to submit to the City Council, and all persons eligible to receive such benefits shall be entitled to receive them. (Ord. No. 484, Sec. 1)

This code shall at all times conform to state law governing LOPFI and any amendment to such state law shall automatically amend this code to assure compliance with state law.

STATE LAW REFERENCE-see A.C.A. 24-11-801 through 24-11-821.

2.36.20 LOPFI The City Council recognizes that the Arkansas Local Police and Fire Retirement System (LOPFI) is the administrator of the Stuttgart Local Fire Pension Fund (Local Plan). Therefore, the Chief Administrative Officer is hereby authorized to provide LOPFI an approved copy of this Ordinance approving this marriage provision for this Local Plan. To ensure equity for all eligible participants of the Local Plan, the effective date for this marriage provision shall be January 1, 2015. (Ord. No. 1910, Sec 1)

CHAPTER 2.40

POLICE DEPARTMENT

Sections:

- 2.40.01 Established
- 2.40.02 Duties of Police Chief
- 2.40.03 Personnel and salaries
- 2.40.04 LOPFI
- 2.40.05 Minimum standards promulgated
- 2.40.06 Rules and regulations of Commission
- 2.40.07 Educational requirements
- 2.40.08 Auxiliary police
- 2.40.09 Authority over auxiliary police
- 2.40.10 Chief of the auxiliary police
- 2.40.11 Qualifications
- 2.40.12 Termination and resignations
- 2.40.13 Compensation
- 2.40.14 Training
- 2.40.15 Identification
- 2.40.16 Authority
- 2.40.17 Manual on Police Procedures and Policies Adopted
- 2.40.18 Procedure for changes

2.40.01 Established The city hereby establishes a Police Department which shall be known as the "Stuttgart Police Department" and the duties thereof shall be to maintain police protection and police services within the city of Stuttgart.

STATE LAW REFERENCE-see A.C.A. 14-52-101 and 14-52-104

2.40.02 Duties of Police Chief The Police Chief shall be the head of the department and shall be fully responsible for the operation and the equipment of the department. It shall be his duty to determine all matters in connection with the operation of his department, except the expenditure of city funds therein. He shall attend the first council meeting of the month and make his monthly report to the City Council concerning the operations and equipment of the department, and such other matters as shall be determined necessary by ordinance of the City Council. Other duties shall be such as are fixed by the laws of the state and ordinances of the city.

STATE LAW REFERENCE-see A.C.A. 14-52-202.

2.40.03 Personnel and salaries The number of employees and the rate of pay of the Police Department shall be determined by ordinance of the City Council, from time to time and must at least comply with applicable state and federal laws.

2.40.04 LOPFI

A. Once accepted by LOPFI, the administration of the Stuttgart Police Pension and Relief Fund shall be transferred to LOPFI under authority of A.C.A. 24-11-406, as amended. Such transfer shall mean the administration of the Pension Fund only and not a change in the Pension Fund's benefit program, unless the Pension Fund is actuarially sound and/or a benefit increase is approved by the city of Stuttgart, Arkansas.

B. The Chief Administrative Officer is hereby authorized to enter into an agreement with LOPFI to administer the Stuttgart Police Pension and Relief Fund as stated in (A) hereof. (Ord. No. 1839, Secs. 1-2.)

C. The City Council recognizes that the Arkansas Local Police and Fire Retirement System (LOPFI) is the administrator of the Stuttgart Local Police Pension Fund (Local Plan). Therefore, the Chief Administrative Officer is hereby authorized to provide LOPFI an approved copy of this Ordinance approving this marriage provision for this Local Plan. (Ord. No. 1956, Sec. 1.)

2.40.05 Minimum standards promulgated The Arkansas General Assembly passed Act 452 of 1975 (A.C.A. 12-9-102) which provides for the creation of an Executive Commission on Law Enforcement Standards and Training to promulgate rules and regulations concerning minimum standards for law enforcement officers. (Ord. No. 973, Sec. 1.)

2.40.06 Rules and regulations of Commission The Executive Commission on Law Enforcement Standards and Training has promulgated rules and regulations requiring a minimum standard for all law enforcement officers in the state of Arkansas to have a high school diploma or its equivalent, however, said Commission further provided by regulations that any political subdivision of the state could waive the educational requirement if it wished. (Ord. No. 973, Sec. 2)

2.40.07 Educational requirement The City Council of Stuttgart hereby expressly waives the educational requirements of a high school diploma or its equivalent as a minimum standard for employment by the Stuttgart Police Department, provided, however that any applicant for employment by the Stuttgart Police Department must complete all work required and receive a high school diploma or its equivalent within said applicant's probationary period. (Ord. No. 973, Sec. 3)

2.40.08 Auxiliary police There is hereby created a volunteer police force designated as the "Stuttgart Auxiliary Police" and shall be composed of voluntary membership not to exceed twenty (20) members; said members shall be headed by the Chief of Police, city of Stuttgart, hereafter designated as the "Chief". They shall be used only as an emergency measure by the city of Stuttgart, Arkansas Police Department and shall not be included under the retirement system or group health plan of the city of Stuttgart. (Ord. No. 1026, Sec. 1)

2.40.09 Authority over auxiliary police The Chief shall have complete authority, control and command over the Stuttgart Auxiliary Police, when called to active duty. At other times, the Chief of the Auxiliary shall have complete authority, control and command over the Stuttgart Auxiliary Police. (Ord. No. 1026, Sec. 2)

2.40.10 Chief of the auxiliary police The Chief shall, upon passage of this ordinance, designate one member of the Stuttgart Auxiliary Police to be its Chief of the Auxiliary Police with the approval of the Mayor and Police Commissioner. The Chief of the Auxiliary Police will serve at the will and direction of the Chief of Police. (Ord. No. 1026, Sec. 3)

2.40.11 Qualifications The Chief and the Chief of the Auxiliary Police may appoint as members thereof any person he may consider qualified and may reject any application for membership. As a candidate for membership, the person must be in good health, no less than 21 years, nor more than 60 years of age and shall be citizens of the United States of America, residents of Arkansas County, Arkansas, and of excellent character, reputation and no prior criminal record. (Ord. No. 1026, Sec. 4)

2.40.12 Terminations and resignations. Membership of any person may be terminated with charges filed and a hearing held by the Mayor, Police Commissioner, Police Commission, the Chief and Chief of the Auxiliary Police. Any member may resign from the Stuttgart Auxiliary Police at any time, but it shall be his duty to notify the Chief or Auxiliary Chief in writing of his resignation. (Ord. No. 1026, Sec. 5)

2.40.13 Compensation. Compensation shall be paid only when called to active duty as outlined above and the compensation shall be on a per them basis with a day being a maximum of eight (8) hours, and a part day being a minimum of four (4) hours. Compensation will be paid at the maximum amount of \$24.00 for a full day and a minimum of \$12.00 for a part day. Other activities performed by the Stuttgart Auxiliary Police will not be compensated for. (Ord. No. 1026, Sec. 6)

2.40.14 Training. The Chief or Chief of Auxiliary Police will be responsible for and provide training for the candidates for membership and for the further training of members. (Ord. No. 1026, Sec. 7)

2.40.15 Identification. The Chief shall prescribe the uniforms, badges and insignia for members of the Stuttgart Auxiliary Police and the manner in which the same shall be worn. It shall be a misdemeanor punishable by fine not to exceed Fifty Dollars (\$50.00) for anyone not a member in good standing of said force to wear or use the uniform, badge or insignia so prescribed. It shall also be a misdemeanor for any person, not a member of said organization to claim or hold themselves out to be a member hereof, and upon conviction such an offense shall be punishable by a fine not to exceed Fifty Dollars (\$50.00). An identification card and such other insignia or evidence of identity as the Chief may prescribe shall be issued to each member who must carry such identification at all times while on duty, and he must surrender them upon the termination of his membership. (Ord. No. 1026, Sec. 8)

2.40.16 Authority. Members of the Stuttgart Auxiliary Police shall be authorized, while on official duty as members of said auxiliary, to carry firearms as prescribed by the rules and regulations as set forth by the Police Chief of Stuttgart, Arkansas, and shall have power of arrest in the city of Stuttgart while on official duty. (Ord. No. 1026, Sec. 9)

2.40.17 Manual on Police Procedures and Policies Adopted. That the City Council of the city of Stuttgart, Arkansas, hereby adopts the Stuttgart Police Department's Manual on Police Procedures and Policies.

Three (3) copies of this manual are available in the City Clerk's office and are hereby incorporated herein by reference. (Ord. No. 1043, Sec. 1)

2.40.18 Procedure for change. That the City Council of the city of Stuttgart may, by resolution of the City Council, make changes in said policy manual as it deems necessary. (Ord. No. 1043, Sec. 2)

CHAPTER 2.44

SOCIAL SECURITY COVERAGE

Sections:

- 2.44.01 Contract
- 2.44.02 Withholding taxes from wages
- 2.44.03 Clerk to match amount withheld

2.44.01 Contract. The City Clerk is hereby authorized and directed to enter into a contract with the authorized State agency to extend Social Security Coverage to the City Clerk, the District Judge, and employees of the city; except the employees of the Fire Department and the Municipal Waterworks, and except all other elective officials other than the City Clerk and the Municipal Judge. (Ord. No. 468, Sec. 1)

2.44.02 Withholding taxes from wages. The City Clerk is further authorized and directed to deduct and withhold Social Security Taxes or payments from the wages and salaries of the City Clerk and employees of the city; except no deductions shall be made from those employees who are not covered by Social Security. (Ord. No. 419, Sec. 2)

2.44.03 Clerk to match amount withheld. The City Clerk is further authorized and directed to match the amount withheld from the City Clerk and employees with an equal amount from the general fund of the city, and remit the total and necessary amount to the authorized State agency, for further remittance to the Federal Security Administrator. (Ord. No. 419, Sec. 3)

CHAPTER 2.48

AIRPORT

Sections:

2.48.01	Provide for flow of air traffic
2.48.02	Loading of aircraft
2.48.03	Chemical must be cleaned up
2.48.04	No aircraft washout will be permitted
2.48.05	No loader or chemical company equipment will be permitted
2.48.06	Operating fee
2.48.07	Insurance coverage
2.48.08	Broken or damaged equipment
2.48.09	Operators will fly in a proper manner
2.48.10	Penalty
2.48.11	Non-fixed base operator defined
2.48.12	Non-fixed base operator's license
2.48.13	Construction
2.48.14	Construction plan approval
2.48.15	Fixed base operator's services

2.48.01 Provide for flow of air traffic It is the declared intention of the Mayor and City Council of the city of Stuttgart to protect all property from mis-use or spills from any chemicals, aircraft washout and to prolong the life of the airport surfaces and to provide uninterrupted flow of air traffic. (Ord. No. 1488, Sec. 1.)

2.48.02 Loading of aircraft All on base operators will load all aircraft in front of their facilities or at a designated location at closed runway 13/31 or at closed 4/22 well clear of all active runways and taxiways. This section will keep taxiways and taxi lanes open and free of chemicals.

All off base operators will load aircraft at the above designated loading areas or on the north ramp, north of the intersection of taxiway "C" and the main ramp within the painted loading area. All aircraft will taxi to these areas for loading for all chemicals, fertilizers, or seed. (Ord. No. 1488, Sec. 2.)

2.48.03 Chemical must be cleaned up Any spill of chemicals either wet or dry and or seed, will be the responsibility of the operator and will be cleaned up before the operator completes his current job. Any spill (wet or dry) must be reported to the airport manager at once.

The airport manager will contact the Arkansas Plant Board/EPA of any major spill. No chemical containers or other debris will be left behind and/or in public view to create unsightly view or environmental hazards. All containers must be disposed of quickly and in accordance with federal and state law. (Ord. No. 1488, Sec. 3.)

2.48.04 No aircraft washout will be permitted No aircraft washout will be permitted on the airport or dumped into the airport underground storm drain system. (Ord. No. 1488, Sec. 4.)

2.48.05 No loader or chemical company equipment will be permitted No loader or chemical company equipment will be permitted outside of the marked traffic areas except on the operators ramp. If violations occur, the violator will be prohibited from using the airport until the airport committee reviews the violation under these guide lines set forth under this ordinance. (Ord. No. 1488, Sec. 5.)

2.48.06 Operating fee All airport based aircraft will be assessed an annual operating fee of \$250.00 per aircraft, granting rights to load and operate at Stuttgart Municipal Airport. All off based companies will be assessed a annual operating fee of \$500.00. These fees are in order as stated from Federal Aviation Administration Order 5190.6A section 4-14b "Methods of Assessing Users Charges" to make the airport as self-sustaining as possible. (Ord. No. 1488, Sec. 6.)

2.48.07 Insurance coverage A copy of the "Agricultural Aircraft Operator Certificate" issued by the Little Rock FAA FSDO along with a "Certificate of Insurance" showing insurance coverage will be on file with Stuttgart Municipal Airport and at the City Clerks office at the City Hall. (Ord. No. 1488, Sec. 7.)

2.48.08 Broken or damaged equipment Any airport equipment and or property broken or damaged by aircraft, loaders or equipment will be reported to the airport manager at once. The company creating the damages will be responsible for cost of repairs. (Ord. No. 1488, Sec. 8.)

2.48.09 Operators will fly in a proper manner All operators will fly and operate their aircraft in a proper manner while in the airport traffic pattern. Any complaints will be forwarded to the Little Rock FAA FSDO. It is further recommended that all aircraft monitor airport traffic over a nav-comm to provide a safer flow of air traffic. (Ord. No. 1488, Sec. 9.)

2.48.10 Penalty Failure or refusal to comply with any section of this ordinance shall result in sanctions being imposed against the violator, such sanctions including either or both of the following:

CRIMINAL SANCTIONS: Non-compliance with any provision of this Ordinance shall be deemed a Violation, punishable by a fine of not to exceed \$100.00, with each day of noncompliance constituting a separate offense.

CIVIL SANCTIONS: Non-compliance with any provision of this Ordinance shall be punishable by civil sanctions up to and/or including termination of the violator's airport use privileges. (Ord. No. 1488, Sec. 10.)

2.48.11 Non-fixed base operator defined A non-fixed base operator at the Stuttgart Municipal Airport is hereby defined as being any person, firm or corporation which uses the facilities of said Stuttgart Municipal Airport for commercial, agricultural or industrial purposes on an irregular basis. (Ord. No. 929, Sec. I.)

2.48.12 Non-fixed base operator's license The license fee for a non-fixed base operator, as defined hereinabove, is hereby fixed at the sum of Fifty Dollars (\$50.00) annually. (Ord. No. 929, Sec. II.)

2.48.13 Construction All buildings and structures constructed on the Stuttgart Municipal Airport shall be constructed according to plans approved by the City Council of the City of Stuttgart, Arkansas. (Ord. No. 926, Sec. I.)

2.48.14 Procedure for construction plan approval The licensee shall submit to the City of Stuttgart an application for preliminary approval of plans and specifications for any proposed building or structure to occupy space obtained through a lease or proposed lease and three (3) copies of the plans and specifications of any proposed building or structure to the City Clerk at least fifteen (15) days prior to a meeting of the City Council at which consideration is requested. The City of Stuttgart will, in writing, advise the licensee as promptly as possible of the extent to which the proposed building or structure conforms to the requirements of the Stuttgart Airport Master Plan, the Federal Aviation Agency, and other City, County, State and Federal Agencies that may be associated with the development of the airport, and will discuss possible modifications, if necessary, to secure conformance. In addition, FAA Form 7460-1, Notice of Proposed Construction or Alteration, must be submitted to the Federal Aviation Agency for air spacing determination. (Ord. No. 926, Sec. II.)

2.48.15 Fixed base operator's services A fixed base operator's services may include agricultural chemical services, aircraft airframe and engine maintenance, flight training including instrument and instructor schools, charter and taxi service, ground to air communications service, and aircraft rental and sales service. Any fixed base operator undertaking any of these activities shall conform to license or lease requirements for each such activity and shall undertake no activities not specifically approved in the license or lease agreement. (Ord. No. 926, Sec. III)

**MINIMUM STANDARDS FOR FIXED BASE OPERATORS AND
AIRPORT TENANTS AT STUTTGART MUNICIPAL AIRPORT
STUTTGART, ARKANSAS**

The owner of the Stuttgart Municipal Airport, the city of Stuttgart, Arkansas, hereinafter referred to as **AIRPORT**.

The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of the Stuttgart Municipal Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Acts of 1964 and Part 21 of the Department of Transportation Regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

1 . A Fixed Base Operator (FBO) is defined as any person, firm or corporation performing any of the functions or furnishing any of the services as hereinafter set out for fixed base operators at the Stuttgart Municipal Airport. No person, firm or corporation will engage in any commercial activity as an FBO herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth.

2. An airport tenant is defined as any person, firm, or corporation leasing property at the Stuttgart Municipal Airport for aeronautical purposes who is not an FBO. An airport tenant may hangar his aircraft on his leased property subject to the provisions of Category "I" hereof

3 . All FBO's and airport tenants will protect the public generally, the customers or clients of such FBO'S, and the Stuttgart Municipal Airport from any and all lawful damages, claims, or liability and will carry comprehensive general liability insurance in a company authorized to do business in the State of Arkansas with limits as prescribed in the respective categories, with the Stuttgart Municipal Airport named as an additional insured, which policy must be approved by the **AIRPORT** and a certificate of insurance thereof furnished to the **AIRPORT**. It is further understood that as circumstances in the future dictate, the **AIRPORT** may require an increase in bodily injury and property damage insurance.

4. An FBO will satisfy the lessor that it is technically and financially able to perform the services of an FBO. This will include the responsibility for demonstrating continued financial solvency and business ability by the submitting of an annual balance sheet, credit

references and any other proof that the lessor may require from time to time. In case of doubt by the lessor to such ability of an FBO, the lessor may conduct a hearing to determine appropriate action. In each instance, the lessor will be the final judge as to the qualifications and financial ability to the lessee. The **AIRPORT** will not accept an original request to lease land area unless the proposed lessee puts forth in writing a proposal which sets forth the scope of operation he proposes, including the following:

- a. The services he will offer.
- b. The amount of land he desires to lease.
- c. The building space he will construct or lease.
- d. The number of persons he will employ.
- e. The number of aircraft he will provide.
- f. The hours of proposed operation.
- g. The amount and types of insurance coverage maintained.
- h. Evidence of his financial capability to perform and provide the above services and facilities.

5. Any person, firm or corporation capable of meeting the minimum standards set forth herein for any of the stated FBO at the airport, subject to the execution of a written lease for not less than five years containing such terms and conditions as may be determined by the **AIRPORT**. An FBO desiring to extend his operation into more than one category or to discontinue operations in a category, will first apply in writing to the **AIRPORT** for permission to do so, setting forth in detail the reasons and conditions for the request. The **AIRPORT** will then grant or deny the request on such terms and conditions as the **AIRPORT** deems to be prudent and proper under the circumstances. Each FBO will provide his own buildings, personnel and equipment, and other requirements as herein stated upon land leased from the **AIRPORT**.

6. FBOs at the airport shall provide ample lounges and restrooms for their customers and shall make telephone service conveniently and readily available for public use.

7. All construction required of such operators shall be in accordance with design and construction standards required or established by the **AIRPORT** for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on airport

property, shall become the property of the **AIRPORT** upon completion. All operators shall be required to furnish the **AIRPORT** payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the **AIRPORT**.

8. The rates or charges for any and all activities and services or such operators shall be determined by the **AIRPORT** with the requirement that all shall be reasonable and be equally and fairly applied to all users of the services.

9. All operators at the airport shall be full time, financially sound and progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who observe normal and specifically required business hours.

10. All FBOs shall, at their own expense, pay all taxes and assessments against the property used by them in their operations.

11. All operators shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of Arkansas and the Federal Aviation Administration.

12. In the event the **AIRPORT** constructs the physical plant facilities (hangars, etc.) for use by any operator under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within a number of years to be determined by the **AIRPORT**.

13. All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection, charges used or incurred anywhere in or about the leased premises, and shall pay the charges made thereof by the suppliers thereof promptly when due.

14. All contracts and leases between such operators and the **AIRPORT** shall be subordinate to the provision of any existing or future agreement(s) between Stuttgart Municipal Airport and the U. S. Government.

15. No FBO shall sublease or sublet any premises leased, other than hangar and tie-down space, by such operator from the airport, or assign any such lease, without the prior written approval of the **AIRPORT**, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.

16. In the event the lessee sublets any portion of his lease, the sublessee must agree to assume the full obligations of the lease as set out herein must agree to fully cooperate with the **AIRPORT** in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the **AIRPORT** as it relates to the enforcement of these standards

17. In the event that the lessee or sublessee fails to comply fully with these standards or fails to comply with the reasonable request or direction of the **AIRPORT** as it relates to these standards, said lessee or sublessee shall be in default. If said default continues for more than 30 days after notice of said default, the airport may terminate the lease. Said lessee is responsible for the performance of the sublessee.

18. FBOS shall have the right to use common areas and facilities of the airport, including runway, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for takeoff, flying and landing of aircraft of lessee.

19. Beginning with the effective date of adoption of these minimum standards, lessees to FBOS and airport tenants shall be limited to a maximum of 30 years, including options (Normally 30 years or less for BASIC FBOS and 20 years or less for SPECIAL FBOS).

20. Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the FBO provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the lessor reserves the right to grant similar privileges to another operator or operators upon formal application by the operator, and upon demonstration of compliance with paragraphs 4 and 5 herein.

21. All contracts and leases between such operators and the **AIRPORT** shall be subordinate to the right of the airport during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such operators and the **AIRPORT**, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

22. Upon adoption of these standards all leases entered into and any amendments to existing leases shall be in accordance with the standards. Present lease holders shall be granted 12 months to comply with all standards set forth.

23. The lessee shall remove from the airport or otherwise dispose of in a manner approved by the **AIRPORT** all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said lessee shall keep and maintain his leased premises in a neat and orderly manner; lessee shall keep the grass

cut and the building painted. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal or equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. The lessee shall use extreme care when effecting removal of all such waste.

24. The **AIRPORT** reserves the right to enter upon any premises leased to FBOS at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any FBO's contract or lease agreement.

25. The **AIRPORT** recognizes the rights of any person, firm or corporation operating aircraft on the airport to perform services on its own aircraft with its own regular employees (including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with Category D (1) herein and any safety regulations and/or ordinance as referenced in paragraph 11.

26. All operations conducted at the airport will be conducted in the safest manner possible and for the maximum benefit of the flying public and the citizens of the surrounding area.

27. Where these standards call for a minimum square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum square footage.

28. **STANDARD LEASE PROVISIONS:** All leases, subleases, contracts or franchises for airport property, or for airport operations or use, shall contain the following standard provisions:

A. The right to conduct aeronautical activities for furnishing services to the public is granted the lessee subject to lessee agreeing.

1 . To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and

2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types or price reductions to volume purchasers

B. The lessee for himself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds participation in, denied the benefits or, or be otherwise subjected to discrimination in the use of said facilities. (2) that in the construction of any improvements on, over, or under such land and the furnishing of services there on, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. The lessee assures that it will undertake as affirmative action program as required by 14 CFR Part 152 Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered sub-organizations provide assurances to the lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. That in the event of breach of any of the preceding non-discrimination covenants, lessor shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

E. During the time of war or national emergency, lessor shall have the right to lease the landing area or any part thereof to the United States Government, shall be suspended.

F. No rights or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance, repair, and fueling) that it may choose to perform.

G. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 (a) of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:

1. Charter operations.
2. Pilot training.
3. Aircraft rental.
4. Aerial photography.

5. Sale of aviation petroleum products.
6. Air carrier operations.
7. Aircraft sales, and service incidental thereto.
8. Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

H. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of lessee and without interference or hindrance.

I. Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport.

J. All hangars, buildings, properties or land on the airport, shall be maintained in a clean, attractive, weed free, well painted, junk free condition. If an operator or lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, and jugs, barrels, containers, or other unattractive items, lessee shall enclose such an area with a screen or acceptable barrier. Or his/her leases property, that will hide such area from public view.

K. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the airport which would limit the usefulness of the airport or constitute a hazard to aircraft.

L. This agreement shall be subordinate to the provisions of any existing or future agreement between lessor and the United States, relative to the operation or maintenance of the airport.

M. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the minimum standards for FBOS and airport tenants adopted by the lessor. Such minimum standards shall be lawful, reasonable and nondiscriminatory. Further all parties hereto agree to comply with any and all laws and premises covered by this agreement to be used for any unlawful or improper purposes.

N. Each lessee shall at all times have in facade liability insurance for all of lessee's operations in the minimum amounts set out in the standards for the particular activities in question and referenced in the minimum standards. Such insurance policies shall further name the lessor as additional insurers. Additional insurance policies covering situations not specified

or identified in the minimum standards are strongly encouraged. Certificates of such insurance shall be furnished by lessee to the lessor and a certificate presently then in effect shall be on file at all times.

O. The standards and regulations enacted by the governmental agency responsible for the operation of the **AIRPORT**, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the airport. Such charges may be established by such standards and regulations.

Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable and nondiscriminatory.

P. Lessor may, on account of the breach of any provision hereof, including the standards and regulations incorporated herein by reference, terminate this agreement and eject the part in violation in accordance with the provisions of this lease.

Q. Lessee agrees to save and hold harmless the Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages and attorney's fees resulting from or to result from any of lessee's businesses, operations, occupancy, or use of the airfield or resulting from any act or omission of lessee's agents, servants or employees.

R. The purpose of the lease and the operations to be conducted by lessee or sublessee, and the identity of the premises to be occupied, are set forth in this lease. No other operations, business, or occupancy may be had or done without the additional written consent of the lessor.

S. This agreement may not be assigned, in whole or in part, without the prior written consent of the lessor. Such consent shall not be unreasonably withheld.

T. In the event lessee becomes insolvent, or the subject of any kind of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of lessee, then lessor may cancel this lease at lessor's option upon giving written notice to lessee.

**FIXED BASE OPERATOR CATEGORIES
CATEGORY A- AERIAL APPLICATORS**

Any lessee desiring to engage in the aerial application of farm products must lease and/or provide a minimum of the following:

I. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 25,000 square feet of paved aircraft parking area and a minimum of 4000 square feet of permanent structure to include air conditioned and heated office, public area space. Building shall also contain restrooms and telephone. The leasehold must also include adequate square footage for employee and visitor auto parking, delivery and visitor drop-off.

II. PERSONNEL

Basic Requirement: At least one FAA certified commercial rated pilot who is qualified in the ag-aircraft. Office must be attended during required operating hours.

III. AIRCRAFT

Basic Requirement: The lessee shall own or have leased to him in writing at least one single engine instrument rated aircraft.

IV. EQUIPMENT

Basic Requirement: Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with aircraft requirements.

V. HOURS OF OPERATION

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days week during the farming season.

VI. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Aircraft Liability

Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident

Optional: Amount under basic coverage may be increased if warranted.

CATEGORY B - AIRCRAFT SALES S-21
(SPECIAL)

Any lessee desiring to engage in the sale of new or used aircraft must lease and/or provide as a minimum the following:

I. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 5000 square feet of paved aircraft parking area and a minimum of 1000 square feet of permanent structure that will include air conditioned and heated public area with seating, men's and women's restrooms, public telephone and adequate office space. The leaseholder must also provide adequate square footage for employee and visitor parking, delivery and visitor drop-off.

II. PERSONNEL

Basic Requirement: One person having a current commercial pilot certificate with ratings appropriate for the types of aircraft to be demonstrated.

III. DEALERSHIPS

Basic Requirement: All aircraft dealers shall hold a dealership license or permit of required by the State of Arkansas.

IV. SERVICES

Basic Requirement: Provide for adequate parts and servicing of aircraft and accessories during warranty periods (new aircraft).

V. HOURS OF OPERATION

The hours of operation shall be at least 8 hours a day, 5 days a week.

VI. INSURANCE COVERAGE

Aircraft Liability	
Bodily Injury	\$1,000,000.00 each person \$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident
Passenger Liability	\$1,000,000.00 each passenger \$3,000,000.00 each accident

Comprehensive Public Liability and Property Damage	
Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident

NOTE: The above coverage should include aircraft held for sale and demonstration by the lessee but owned by others. Hangar Keepers Liability for non-owned aircraft left in Lessee's care if applicable.

"The use of the terms "Tank Farm", "Tank Farms", or "Fuel Farm" herein, does not require a centralized common fuel farm for all airport lessees. The **AIRPORT**, at its sole discretion, may permit a lease to install and maintain a separate and individual fuel farm at a location on the airport premises approved by the **AIRPORT**".

CATEGORY C - AIRCRAFT RENTAL AND FLIGHT TRAINING (SPECIAL)

Any lessee desiring to engage in the rental of aircraft to the public must lease and/or provide a minimum the following:

I. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 5000 square feet of paved aircraft parking area and a minimum of 1000 square feet of permanent structure to include air conditioned and heated pilot training classroom area, briefing room, public area and office space. Building shall also contain men's and women's restrooms and public telephone. The leasehold must also include adequate square footage for employee and visitor auto parking, delivery and visitor drop-off.

II. PERSONNEL

Basic Requirement: At least one FAA certified Flight instructor who is qualified as a
 signal engine, instrument rated instructor. At least one FAA certified ground school instructor. Office must be attended during required operating hours.

III. AIRCRAFT

Basic Requirement: The lessee shall own or have leased to him in writing at least one single engine instrument rated aircraft.

IV. HOURS OF OPERATION

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days week.

V. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Aircraft Liability

Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident
Passenger Liability	\$1,000,000.00 each passenger
	\$3,000,000.00 each accident

Student and Renter Pilot coverage

Comprehensive Public Liability and Property Damage

Bodily Injury	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident

Optional: Amount under basic coverage may be increased if warranted.

CATEGORY C - PUBLIC AIRCRAFT FUELS AND OIL
DISPENSING SERVICE
(BASIC)

Lessees desiring to dispense aviation fuel and oil must also provide the additional aeronautical services directly related to a BASIC FBO as listed below.

- a. Aircraft Charter Service
- b. Minor Maintenance
- c. Aircraft Rental and Flight Instruction

Lessee desiring to operate as BASIC FBOS must provide the additional services identified above to include the level of service, equipment and facilities outlined in each individual category. Lessee shall lease and/or provide as a minimum the following services and facilities.

I. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 10,000 square feet of paved aircraft parking area and a minimum of 5,000 square feet of permanent structure to accommodate the hangaring of aircraft. A minimum of 2000 additional square feet of air conditioned and heated public area shall be provided to include seating area, public telephones,

restrooms, availability of soft drinks and snacks, flight planning and meeting room with space to accommodate up to 10 people. The leasehold must also provide adequate square footage to allow for employee and visitor auto parking delivery and passenger drop-off.

II. PERSONNEL

Basic Requirement: A. Sufficient properly trained personnel shall be available to serve the public 24 hours per day. The concessionaire shall require attendants to be courteous, furnish good, prompt and efficient service at all times and shall provide service in a fair, equal and nondiscriminatory basis to all airport users.

B. Solicitation of fueling series in a loud, boisterous, offensive or obstructive manner shall not be permitted. The Concessionaire and his employees will maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business.

III. AIRCRAFT SERVICE EQUIPMENT

Basic Requirement: Fire extinguishers, no smoking signs, ground cables, and emergency starting equipment.

IV. SERVICES

Basic Requirement: Fuel (av-gas and jet fuel), spark and tie down for aircraft, oil, provide transportation for aircraft occupants.

V. FUEL

Basic Requirement: Lessee shall provide at least two grades of aircraft fuel, including 100 octane and Jet A.

VI. FUEL FACILITIES

Basic Requirement: Two metered filter-equipped dispensers fixed for dispensing two grades of fuel. Separate dispensing pumps and meters for each grade of fuel are required.

Tank Farm: If lessee elects to install and maintain their own fuel storage tanks, lessee shall furnish at least two aircraft fuel storage tanks with a capacity of 10,000 gallons each.

1 . Fuel storage tanks shall be underground unless otherwise authorized (ground mounted if located in properly bunkered and approved closure) and such installation shall be on leased property in a location approved by the airport in a fuel farm and shall comply with applicable, uniform Building Code Standards, City of Stuttgart, Arkansas Fire Codes and Ordinances of the **AIRPORT** and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.

2. Fuel storage tanks shall comply with requirements set out by EPA, the FAA, and the State of Arkansas.

3 . All plans and specifications for improvements on Tank Farm shall be prepared and presented to the **AIRPORT** and shall require the written approval of the **AIRPORT** before any construction or installation may be undertaken.

4. All construction or improvements on tank farms shall conform with any general architectural requirements of **AIRPORT** and shall be undertaken in accordance with local, state, and federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor material bonds.

5 . Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and charter to other similar improvements on airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.

6. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installation at its sole expense, subject to the approval of the **AIRPORT**, who in their reasonable discretion, shall be the sole judge of the quailed of maintenance the airport deems necessary. If said maintenance is not undertaken by lessee within 10 days after receipt or written notice, **AIRPORT** shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by lessee.

VII. HOURS OF OPERATION

Basic Requirements: Fueling service shall be provided 24 hours a day, 7 days a week.

IX. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily Injury	\$1,000,000.00 each person \$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident
Hangar Keeper Liability	\$1,000,000.00 each accident
Products Liability	\$5,000,000.00 each accident

Optional: Amount under basic coverage may be increased if warranted Motor Vehicle Liability an physical Damage if a motor tanker is used.

X. Fire extinguishers will be readily available during all refueling and defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend all training provided by local fire Marshall or the **AIRPORT**.

XI. Static discharging ground wires will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.

XI I. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

XIII. Personnel used to dispense aircraft fuels and lubricants will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling.

XIV. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "aircraft Fuel Servicing," together with American Petroleum Institute quantity control standards, and FA Advisory Circulars, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the airport manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

CATEGORY E (1) NONPUBLIC AIRCRAFT FUELS
(SPECIAL)

Lessees desiring to conduct nonpublic aircraft fuel shall meet the following minimum standards and provide the following minimum facilities.

Restriction: Lessees holding Nonpublic Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than lessee. Fueling of any aircraft not owned or leased by lessee shall result in immediate revocation of the right to bring fuel on, or store fuel on, airport property. Lessee shall provide evidence of ownership or lease in advance of any aircraft being fueled.

I. PERSONNEL

Basic Requirement: Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures. Personnel training records and fueling equipment will be inspected quarterly by airport staff.

II. FUEL

Basic Requirement: Lessee shall provide only the type of grade of fuel required to service the lessee's aircraft. Fuel flow fees (if in place) in the amount specified in airport regulations will be paid to the **AIRPORT** on a monthly basis.

III. FUEL FACILITIES

Basic Requirement: Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel required.

A. Trucks. If lessee elects to utilize mobile dispensing trucks, such trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, **AIRPORT** and NFPA recommendations, requirements and regulations.

B. Tank Farm. (1) If lessee elects to utilize fixed storage tanks, such storage tanks for each type of fuel shall have minimum capacities of 5,000 gallons each. Fuel storage tanks shall be underground unless otherwise authorized (ground mounted if located in properly bunkered and approved closures) and such installations shall be in a location approved by the **AIRPORT** in the fuel farm, and shall comply with applicable, uniform Building Code Standards fire codes and ordinances of the **AIRPORT** and recommendations of the NFPA. Aviation fuel tanks shall have walk in capabilities for cleaning, and maintenance.

(2) Fuel storage tanks shall comply with requirements set by EPA, the FAA, and the State of Arkansas.

(3) All plans and specifications for improvements on tank farm shall be prepared and presented to the **AIRPORT** and shall require the written approval of the **AIRPORT** before any construction or installation may be undertaken

(4) All construction or improvements on tank farms shall conform with any general architectural requirements of **AIRPORT** and shall be undertaken in accordance with local, state and federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

(5) Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice on said airport. Lessee shall repair all damages caused by its employees, patrons, or there operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.

(6) Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expenses, subject to the approval of the **AIRPORT**, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by **AIRPORT** to lessee, lessee shall be required to perform whatever reasonable maintenance **AIRPORT** deems necessary. If said maintenance is not undertaken by lessee within 10 days after receipt of written notice, **AIRPORT** shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by lessee.

IV. INSURANCE COVERAGE

1. Aircraft Liability

Bodily Injury	\$1,000,000 each person \$3,000,000 each accident
Property Damage	\$1,000,000 each accident
or	
Combined Single Limit bodily Injury and Property Damage	\$1,000,000

2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000 (each one fire)

Medical Expense	\$5,000 (any one person)
or	
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

V. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such fire equipment. Such persons will attend appropriate training provided by airport staff and city fire Marshall on an annual basis.

VI. Static discharging ground wires will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.

VII. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

VIII. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards and FAA advisory Circulars as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the airport manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

CATEGORY F AIRFRAME AND/OR POWERPLANT REPAIR (SPECIAL)

Any lessee desiring to engage in airframe and/or power plant repair service must lease and/or provide as a minimum the following:

1. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 10,000 square feet of aircraft parking area and a minimum of 8,000 square feet of permanent structure to accommodate aircraft undergoing maintenance and/or repair and aircraft awaiting parts which cannot be parked outside. The building shall include a minimum of 500 square feet of air conditioned and heated office and public area to include restrooms, public telephone, and customer lounge. Design and construction of maintenance facility shall meet local, state and federal industrial code requirements. Leasehold must also include footage to allow for employee and customer auto parking, delivery and customer drop-off.

II. PERSONNEL

Basic Requirement: One person currently certified by FAA with ratings appropriate for work being performed who may hold an airframe and/or powerplant rating. Office shall be attended during required operating hours.

III. HOURS OF OPERATION

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days a week.

IV. EQUIPMENT

Basic Requirement: Equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturers recommendations or equivalent.

V. INSURANCE COVERAGE

1. Comprehensive Public Liability and Property Damage

Bodily Injury	\$1,000,000 each person
	\$3,000,000 each accident
Property Damage	\$1,000,000 each accident
Passenger Liability	\$1,000,000 each person
	\$3,000,000 each occurrence or
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

Hangarkeepers Liability where warranted

2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$50,000 (any one fire)
Medical Expense	\$5,000 (any one person) or
Combined Single Limit bodily Injury and Property Damage	\$1,000,000

CATEGORY G - AIR TAXI SERVICE
(SPECIAL)

Lessees desiring to engage in air taxi service must hold an FAA Air-Taxi Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and leased and/or provide the following:

I. LAND AND STRUCTURES

Basic Requirement: The leasehold shall consist of a minimum of 5000 square feet of aircraft parking area, a minimum of 1500 square feet of air conditioned and heated permanent structure to accommodate the checking in of passengers, and at least 2000 square feet of enclosable hangar space to accommodate required aircraft. The building shall also include restrooms, public telephones, office space and provision for the purchase of soft drinks and snacks. Additional lease hold area to provide for employee and customer auto parking, delivery and passenger drop off will be required.

II. PERSONNEL

Basic Requirement: One FAA certified commercial pilot who is rated to conduct air taxi service in each type of aircraft offered.

III. AIRCRAFT

One instrument rated single engine aircraft able to seat a minimum of 4 passengers, meeting all requirements of the Air Taxi/Commercial Operator Certificates hold and instrument operations outlined under 14 CFR Part 135. Each aircraft shall be owned or leased in writing to lessee and meet all relevant requirements of 14 CFR Part 135.

IV. HOURS OF OPERATION

Basic Requirement: The hours of operation shall be 8 hours a day, a minimum of 5 days a week. Provide on call service during non-operating hours.

V. INSURANCE COVERAGE

1. Aircraft Liability

Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident

Passenger Liability	\$1,000,000.00 each passenger
	\$3,000,000.00 each Occurrence

or

Combined Single Limit Bodily Injury and Property Damage	\$1,000,000
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2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000 (any one fire)
Medical expense	\$ 5,000 (any one person)

or

Combined Single Limit Bodily Injury and Property Damage	\$1,000,000
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CATEGORY H - RADIO, INSTRUMENT, PROPELLER OR SALVAGE SERVICE

(SPECIAL)

Lessees desiring to provide a radio, instrument, propeller repair service, or aircraft salvage must hold a FAA certificate and ratings for same and lease and/or provide as a minimum the following:

1. LAND

Basic Requirement: The leasehold shall consist of a minimum of 8000 square feet of aircraft parking area and a minimum of 6000 square feet of permanent structure to accommodate aircraft undergoing maintenance and for repair and aircraft waiting parts which cannot be parked outside. The building shall include restrooms, public telephone, and customer lounge. Design and construction of the maintenance facility shall meet local, state and federal industrial code requirements. The leasehold shall also consist of proper footage to provide for employee and visitor auto parking, delivery and visitor drop-off.

II. PERSONNEL

Basic Requirement: One FAA certificated repairman qualified in accordance with the terms of the required Repair Station Certificate.

III HOURS OF OPERATION

Basic Requirement: The hours of operations shall be 8 hours a day, a minimum of 5 days a week.

IV. INSURANCE COVERAGE

I. Aircraft Liability

Bodily Injury	\$1,000,000 each person
	\$3,000,000 each accident
Property Damage	\$1,000,000 each accident
Passenger Liability	\$1,000,000 each person
	\$3,000,000 each occurrence or
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000 (any one fire)
Medical Expense	\$5,000 (any one person) or
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

CATEGORY I - MULTIPLE SERVICES (SPECIAL)

Lessees desiring to engage in two or more aeronautical activities must lease and/or provide as a minimum the following:

I LAND

Basic Requirement: Where the standards call for a minimum of square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum footage. Additional leasehold square footage will be necessary to allow for employee and visitor auto parking, delivery and passenger/visitor drop-off.

II. PERSONNEL

Basic Requirement: Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

III. AIRCRAFT

All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft to meet these requirements.

IV. EQUIPMENT

All equipment, specifically required for each activity, must be provided.

V. SERVICES

All services specifically required for each activity must be provided during the hours of operation.

CATEGORY J - CORPORATE OR PRIVATE HANGAR TENANT
(SPECIAL)

A person having the use designation of "airport tenant" shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service maintenance on wholly owned or wholly leased aircraft. Such person may provide fuel for owner or leased aircraft but only after meeting the requirements of (E)(1) "Nonpublic Aircraft Fuels and Oil Dispensing." Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except however, other's aircraft may be temporarily hangared without compensation. "Temporarily" means less than 90 days in any one calender year. Lessee will be responsible for applicable fuel flowage fees (if established).

1. INSURANCE COVERAGE

1. Aircraft Liability

Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident

Passenger Liability	\$1,000,000.00 each passenger
	\$3,000,000.00 each accident

or

Combined Single Limit Bodily Injury and Property Damage	\$1,000,000
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2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000 (any one fire)
Medical Expense	\$5,000 (any one person)

or

Combined Single Limit Bodily Injury and Property Damage	\$1,000,000
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II. The Standard Lease Provisions (a) and (C) shall not be applicable .

CATEGORY K. FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is part of the Standards of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

I. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personnel use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members). Each member must be a bonafide share owner of the aircraft or a stockholder in the corporation. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

II. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a Lessee based on the airport who provides flight training. Any qualified mechanic and/or instructor who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

III. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment,

IV. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this airport management.

V. The flying club, with its permit request, shall furnish the airport management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are properly certified; evidence that ownership is vested in the club; and operating rules of the club. In addition, the club shall maintain a set of books showing all club income and expenses. Said books shall be available for inspection by airport management to determining compliance with this provision.

VI. INSURANCE COVERAGE

1 . Aircraft Liability

Bodily Injury	\$1,000,000.00 each person
	\$3,000,000.00 each accident
Property Damage	\$1,000,000.00 each accident
Passenger Liability	\$1,000,000.00 each passenger
	\$3,000,000.00 each accident or
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

2. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000 (any one fire)
Medical Expense	\$ 5,000 (any one person) or
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000

Comprehensive Public Liability and Property Damage

Bodily injury	\$100,000 each person \$300,000 each accident
Property damage	\$100,000 each accident

VII. A flying club which violates any of the foregoing, or permits one or more members to do so, will be notified in writing of the violation and given 10 days in which to correct said violation. Should such violation not be corrected within 10 days, a letter of termination will be sent by certified mail ordering removal from the airport.

CATEGORY L. SPECIALIZED COMMERCIAL FLIGHT SERVICES

Lessees desiring to engage in the specialized commercial air activities including but not limited to those listed below shall provide a minimum of the following:

- Banner towing
- Aerial Advertising
- Aerial photography
- Aerial survey
- Fire Fighting
- Fire patrol
- Power line patrol
- Pipe line patrol
- Skydiving
- Any other operations specifically excluded from FAR Part 135.

Category L listings will be custom fitted into the minimum standards as listed in Category A to Category

H. No commercial operator will be denied the right to operate on Stuttgart Municipal Airport.

Insurance amounts may be increased or decreased as deemed necessary for any operation operating at Stuttgart Municipal Airport within any category.

Off base aerial applicator operations providing work in the Stuttgart area will be granted the right to operate on the airport also. Copies of their certification of insurance may be requested.

These standards are adopted for the public safety and efficient operation of Stuttgart Municipal Airport and are fair and reasonable terms without discrimination.

ADOPTED APRIL 16, 1996

CHAPTER 2.52

LIBRARY COMMISSION

Sections:

2.52.01	Board of Trustees created
2.52.02	Term, removal
2.52.03	Procedure; meetings
2.52.04	Fiscal affairs
2.52.05	Donations
2.52.06	Restricting use

2.52.01 Board of Trustees created. In accordance with Section 19-3202, 1947 Statutes of Arkansas, and other applicable laws, there is hereby established a Board of Trustees to maintain and operate a public library in the city. Said Board of Trustees shall be appointed by the Mayor and such appointments confirmed by the City Council, and shall consist of a board of five (5) trustees, each of whom shall be a citizen and resident of the city. Said trustees shall receive no compensation for their services and shall, before entering upon the duties of their office, make oath or affirmation before some judicial officer to discharge the duties enjoined on them. (Ord. No. 555, Sec. 1)

2.52.02 Term, removal. All terms shall be for six (6) years. The removal of any trustee from the City, or his absence from four (4) consecutive meetings of the Board, without due explanation of absence, shall render his office as Trustee as vacant. Vacancies on the Board shall be filled by the Mayor with the approval of the City Council. (Ord. No. 555, Sec. 2)

2.52.03 Procedure; meetings. The Trustees shall, immediately after their appointment, meet and organize by the election of one (1) of their number as President, and by the election of such other officers as they may deem necessary. They shall make and adopt such by-laws, rules and regulations for their own guidelines as they see fit. They shall meet once a month, and oftener if necessary for the transaction of business. (Ord. No. 555, Sec. 3)

2.52.04 Fiscal affairs. All money received for library purposes, whether by taxation or otherwise, shall belong to and be designated as the library fund, and shall be paid into the City Treasury, and kept separate and apart from other funds of the city, and drawn upon by the proper officers of said library upon the properly authenticated vouchers of the Library Board.

The Board shall have exclusive control of the expenditures of all monies collected to the credit of the library fund, and of the construction of any library building, and the supervision,

care and custody of the grounds, rooms or buildings constructed, leased or set apart for that purpose.

The Board shall have the power to purchase or lease ground, or to purchase, lease, erect and occupy an appropriate building or buildings for the use of said library. When a building erected or purchased by the Board is not adapted to its purpose, or needs, the Board may remodel or reconstruct such building. The Board may also sell or otherwise dispose of any real or personal property that it deems no longer necessary or useful for library purposes.

The Board shall have the power to appoint a librarian qualified by education, training, experience and personality, who shall serve at the will of the Board. They shall have power to appoint necessary assistants and other members of the staff, basing their appointment on the recommendation of the librarian.

The Board shall have the power to make necessary rules and regulations for administering the library, and shall make provisions for representation at library conventions. (Ord. No. 555, Sec. 4)

2.52.05 Donations. Any person desiring to make donations of money, personal or real estate, for the benefit of such library, shall have the right to vest the title to the money or real estate so donated in the Board of Trustees created under this chapter, to be held and controlled by such Board, when accepted, according to the terms of the deed, gift, devise or bequest of such property; and as to such property the Board shall be held and considered trustees. (Ord. No. 555, Sec. 5)

2.52.06 Restricting use. The Board of Trustees may refuse the use of the library to any person or persons committing injury upon library grounds or property, or to person or persons who fail to return any book, periodical or property belonging to the library, or who injure or damage the same. (Ord. No. 555, Sec. 6)

CHAPTER 2.56

HOSPITAL COMMISSION

Sections: (Repealed by Ord. No. 1397, Sec. 1)

CHAPTER 2.60

CITY ENGINEER

Sections:

2.60.01	Created
2.60.02	Appointment
2.60.03	Qualifications
2.60.04	Duties
2.60.05	Salary

2.60.01 Created. There is hereby created the office of City Engineer. (Ord. No. 414, Sec. 1)

2.60.02 Appointment. The City Engineer shall be appointed by the Mayor with the approval and consent of the City Council and shall serve at the pleasure of the City Council. He shall be subject to removal or suspension in the same manner as the Chief of Police. (Ord. No. 414, Sec. 2)

2.60.03 Qualifications. The City Engineer shall be a resident of the city, over the age of twenty-one (21) years, a graduate of an accredited engineering school or university either as a Civil, Hydraulic or Construction Engineer, and must have had at least two (2) years practical engineering experience in the field subsequent to his graduation. (Ord. No. 414, Sec. 3)

2.60.04 Duties. The duties of the City Engineer shall consist of acting in an advisory capacity or on a consultative basis to all departments of the City government on all engineering problems connected with routine operation of city departments; the engineer shall in particular advise and consult with the Street Commissioner and the Streets and Alleys Committee of the City Council on all problems which they or either of them may present to him except as otherwise provided herein, and on routine and usual repairs and maintenance problems shall prepare necessary plans and specifications for the accomplishment of such repairs and maintenance by the Street Commissioner or Streets and Alleys Committee; provided however, such duties shall not include the preparation of plans and specifications or other engineering duties in connection with any major street, sewer building or other major construction project to be advertised and let on contract, either by the city or by any agency acting under the authority or control of the city. Nothing herein contained shall be construed as precluding the employment of the City Engineer in his private capacity as a practicing engineer on any major construction project undertaken by the City or by any agency acting under the authority or control of the City and receiving a fee in addition to his salary as City Engineer. (Ord. No. 414, Sec. 4)

2.60.05 Salary. The salary of the City Engineer shall be the sum so designated by the City Council from time to time.

CHAPTER 2.64

EMERGENCY SERVICES

Sections:

2.64.01	Policy and purpose
2.64.02	Emergency services defined
2.64.03	Powers of the Mayor
2.64.04	Director of Emergency Services
2.64.05	Duties of Director
2.64.06	Advisory Council
2.64.07	Duties
2.64.08	Mutual aid agreements
2.64.09	Appropriations and authority to accept services, gifts, grants, and loans
2.64.10	Utilization of existing services and facilities
2.64.11	Political activity prohibited
2.64.12	Emergency services personnel

2.64.01 Policy and purpose.

- A. Because of the existing and possibility of the occurrence of disaster of unprecedented size and destructiveness resulting from enemy attack, sabotage, or other hostile action, or from fire, flood, earthquake, or other natural causes, and in order to insure that preparations of this city will be adequate to deal with such disaster, and generally to provide for the common defense and to protect the public property of the people of this city, it is hereby found and declared to be necessary:
1. To create a City Emergency Services Agency
 2. To provide for the rendering of mutual aid to other cities within the State, and those adjoining states, and to cooperate with the state government with respect to carrying out emergency services functions.
- B. It is further declared to be the purpose of this chapter and the policy of this City, that all emergency services functions of this City be coordinated to the maximum extent with the comparable functions of the state government including its various departments and agencies, of other cities and localities, and of private agencies of every type, to the

end that the most effective preparation and use may be made of this city's manpower, resources, and facilities for dealing with any disaster that may occur.

- C. It is further declared to be the purpose of this chapter and the policy of the City to organize its emergency services organization in conformity with A.C.A. 12-75-101 through 12-75-129. (Ord. No. 495, Sec. 1)

2.64.02 Emergency services defined. As used in this chapter, emergency services" means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters caused by enemy attack, sabotage, or other hostile action, or by fire, flood, earthquake, or other natural causes. These functions include, without limitation, fire fighting services, medical and health services, rescue, engineering, air raid warning services, communications, radiological, chemical, and other special weapons defense, evacuation of persons from stricken areas, emergency welfare services (civilian war aid), emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services, and other functions related to civilian protection; together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions. (Ord. No. 495, Sec. 2)

2.64.03 Powers of the Mayor. The Mayor of the city shall be responsible for and have general direction and control of the emergency services of this City. In addition to the powers and duties the Mayor now has, he shall have such additional powers granted and conferred by this chapter not inconsistent with other ordinances of this city. (Ord. No. 495, Sec. 3)

2.64.04 Director of Emergency Services. The Mayor, with the consent of the City Council, is hereby authorized to appoint a Director of Emergency Services, who shall perform such duties as are imposed upon him by this chapter, and as are delegated to him by the Mayor when not contrary to other ordinances of this city. (Ord. No. 495, Sec. 4)

2.64.05 Duties of Director. The Director shall coordinate the activities of all organizations for emergency services within this city and shall maintain liaison with and cooperate with the emergency services agencies and organizations within the State and with the State government. (Ord. No. 495, Sec. 5)

2.64.06 Advisory Council. There is hereby created an Emergency Services Advisory Council consisting of four (4) citizens, appointed by the Mayor and confirmed by the City Council who shall advise the Mayor and the Director on all matters pertaining to emergency services. The Mayor shall serve as chairman of the Council and the members thereof shall serve without compensation. (Ord. No. 495, Sec. 6)

2.64.07 Duties.

- A. In performing his duties under this chapter, the Mayor, or the Director of Emergency Services when such authority is delegated to him by the Mayor, is authorized to cooperate with the State government, with other cities and counties, and with private agencies in all matters pertaining to the emergency services of this city and the state.

- B. In performing his duties under this chapter and to effect its policy and purpose, the Mayor is further authorized and empowered:
 - 1. To make, amend, and rescind the necessary orders, rules, and regulations to carry out the provisions of this chapter within the limits of the authority conferred upon him herein, with due consideration of the plans of the State government;
 - 2. To prepare a comprehensive plan and program for the emergency services of this city, such plan and program to be integrated into and coordinated with the civil defense plans of the State government and of other cities and counties within the State to the fullest extent;
 - 3. In accordance with such plan and program for the emergency services of this city, to institute training programs and public information programs, and to take all other preparatory steps including the partial or full mobilization of emergency services organization, in advance of actual disaster, to insure the furnishing of adequately trained and equipped forces of emergency service personnel in time of need;
 - 4. To make such studies and surveys of the industries, resources, and facilities in this city as may be necessary to ascertain the capabilities of the city for emergency services, and to plan for the most efficient emergency use thereof;
 - 5. On behalf of this city, to enter into mutual aid arrangements with other cities and counties within this State and also with emergency services agencies or organizations in other states for reciprocal emergency services aid and assistance in case of disaster too great to be dealt with unassisted. Such mutual aid arrangements may be made subject to the approval of the Governor, or of the State Director of Emergency Services;
 - 6. To delegate any administrative authority vested in him under this chapter, and to provide for the subdelegation of any such authority;
 - 7. To cooperate with the Governor and the Arkansas Office of Emergency Services and other appropriate state offices and agencies, and with the

officials and agencies of other cities and counties within the state pertaining to the emergency services of the state including the direction or control of:

- a. black-outs and practice blackout, air-raid drills, mobilization of Emergency Services forces, and other tests and exercises,
- b. warnings and signals for drills or attacks and the mechanical devices to be used in connection therewith,
- c. the effective screening or extinguishing of all lights and lighting devices and appliances,
- d. shutting off water mains, gas mains, electric power connections and the suspension of all other utility services,
- e. the conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic during, prior and subsequent to drills or attack,
- f. public meetings or gatherings, and,
- g. the evacuation and reception of the civilian population. (Ord. No. 495, Sec. 7)

2.64.08 Mutual aid arrangements.

- A. The Director of the Organization for Emergency Services may, in collaboration with other public and private agencies within this state, develop or cause to be developed mutual aid arrangements for reciprocal emergency services aid and assistance in case of disaster too great to be dealt with unassisted. Such arrangements shall be consistent with the State Emergency Services plan and program, and in time of emergency it shall be the duty of each local organization for emergency services to render assistance in accordance with the provisions of such mutual aid arrangements.
- B. The Director of the organization for Emergency Services may, subject to the approval of the Governor, enter into mutual aid arrangements with emergency services agencies or organizations in other states for reciprocal civil defense aid and assistance in case of disaster too great to be dealt with unassisted. (Ord. No. 495, Sec. 8)

2.64.09 Appropriations and authority to accept services, gifts, grants, and loans.

- A. Whenever the State government or any agency or officer thereof shall offer to this City, services, equipment, supplies, materials, or funds by way of gifts, grants, or loans, for purposes of emergency services, the City, acting through the Mayor, may accept such offer and upon such acceptance, the Mayor may authorize any officer of the city to

receive such services, equipment, supplies, materials, or funds on behalf of this City, and subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer.

- B. Whenever any person, firm, or corporation shall offer to this City services, equipment, supplies, materials, or funds by way of gift, grant or loan, for purposes of emergency services, the City acting through the Mayor, may accept such offer and upon such acceptance the Mayor of the City may authorize any officer of the City to receive such services, equipment, supplies, materials, or other funds on behalf of the City, and subject to the terms of the offer. (Ord. No. 495, Sec. 9)

2.64.10 Utilization of existing services and facilities. In carrying out the provisions of this chapter, the Mayor is directed to utilize the services, equipment, supplies and facilities of existing departments, offices, and agencies of the City, to the maximum extent practicable, and the officers and personnel of all such departments, offices, and agencies are directed to cooperate with and extend such services and facilities to the Mayor, and to the Emergency Services Organizations of the City upon request. (Ord. No. 495, Sec. 10)

2.64.11 Political activity prohibited. No organization for emergency services established under the authority of this chapter shall participate in any form of political activity, nor shall it be employed directly or indirectly for political purposes. (Ord. No. 495, Sec. 11)

2.64.12 Emergency services personnel. No person shall be employed or associated in any capacity in the Emergency Services, Organization of this City established under this chapter who advocates or has advocated a change by force or violence in the constitutional form of the government of the United States or of this State, or in this City or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment or information charging any subversive act against the United States. Each person who is appointed to serve in this organization for emergency services shall, before entering upon his duties, take an oath, in writing before a person authorized to administer oaths in the State which oath shall be substantially as follows:

“I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Arkansas against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter." "And I do further swear (or affirm) that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am a member of the Emergency Services Agency of the City, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence." (Ord. No. 495, Sec. 12) STATE LAW REFERENCE-see A.C.A. 12-75-101.

CHAPTER 2.68

EMPLOYEES HEALTH BENEFITS

Sections:

- 2.68.01 Contract
- 2.68.02 Matching funds

2.68.01 Contract. Mayor of the city is hereby authorized and directed to enter into an agreement with the Arkansas Municipal League, providing for group hospitalization, life and accident coverage for city officials and employees and their dependents, with participation on the part of the officials and employees being as prescribed by the City Council. Each participating employee and official shall pay that portion of the total premium stipulated by such plan, and the city shall pay the balance of the premium. (Ord. No. 617, Sec. 1)

2.68.02 Matching funds. Expenditure of the funds necessary for the payment of the city's portion of said premium is authorized and directed. (Ord. No. 617, Sec. 2)

CHAPTER 2.72

UNCLAIMED PROPERTY, POLICE DEPARTMENT

Sections:

- 2.72.01 Disposal
- 2.72.02 Sale
- 2.72.03 Proceeds of sale to owner
- 2.72.04 Proceeds remaining after six months

2.72.01 Disposal. under the directions set out, the Police Department under the direction of its Chief is authorized and directed to dispose of at public auction all unclaimed personal property rightfully coming into the hands of the department.

2.72.02 Sale. After personal property has been rightfully held by the Police Department for a period of six (6) weeks, or longer, the Chief of Police, if property remains unclaimed, shall advertise such property in some newspaper of general circulation in the City once each week for three (3) consecutive weeks, giving a time for the sale not earlier than five (5) days after the last publication, nor later than ten (10) days thereafter, designating an easily accessible place for the sale, and giving a complete list of unclaimed articles to be sold. The Chief of Police shall have the right to reject any or all bids not satisfactory, and advertise for a later sale. All persons who properly identify any of the property as their own before the sale, shall have such property restored.

2.72.03 Proceeds of sale to owner. The Chief of Police shall deposit the receipts from the aforesaid sales of unclaimed property in the City Treasury to be kept in a special account for a period of six (6) months, and any person identifying as his own any of such property within said six (6) months shall, upon satisfactory proof, be paid by city warrant out of said special account the amount for which the property sold. The Chief of Police, or someone designated by him or the Mayor, shall keep in a well bound book an accurate record and description of each piece of unclaimed property passing through the department's hands, the price for which it is sold, and the date, the name and address of those who purchased same, as well as those who identify and reclaim property before it is sold.

2.72.04 Proceeds remaining after six months. All proceeds from sales remaining in the special fund for a period of six (6) months shall, by the City Treasurer, be transferred to the City's general fund and no further payments shall be made to those who thereafter claim ownership.

CASE NOTE: Cities have the right to dispose of unclaimed property. See *Searcy v. Yarnell*. 47 Ark. 269.

CHAPTER 2.76

UNCLAIMED PROPERTY, DISTRICT COURT

Sections:

2.76.01	Disposal
2.76.02	Sale
2.76.03	Proceeds of sale to owner
2.76.04	Proceeds remaining after six months
2.76.05	Disposition of confiscated personal property

2.76.01 Disposal. Under the directions set out, the District Court under the direction of the District Judge is authorized and directed to dispose of at public auction all unclaimed personal property and monies rightfully coming into the hands of the Court.

2.76.02 Sale. After personal property has been rightfully held by the District Court for a period of six (6) weeks, or longer, the District Court Clerk, if property remains unclaimed, shall advertise such property in some newspaper of general circulation in the city once each week for three (3) consecutive weeks, giving a time for the sale not earlier than five (5) days after the last publication, nor later than ten (10) days thereafter, designating an easily accessible place for the sale, and giving a complete list of unclaimed articles to be sold. The District Court Clerk shall have the right to reject any or all bids not satisfactory, and advertise for a later sale. All persons who properly identify any of the property as their own before the sale, shall have such property restored.

2.76.03 Proceeds of sale to owner. The District Court Clerk shall deposit the receipts from the aforesaid sales of unclaimed property or unclaimed monies in the City Treasurer to be kept in a special account for a period of six (6) months, and any person identifying as his own any of such property within said six (6) months shall, upon satisfactory proof, be paid by city warrant out of said special account the amount for which the property sold. The District Court Clerk, or someone designated by him or the Mayor, shall keep in a well-bound book an accurate record and description of each piece of unclaimed property passing through the Court's hands, the price for which it is sold, and the date, the name and address of those who purchased same, as well as those who identify and reclaim property before it is sold.

2.76.04 Proceeds remaining after six months. All proceeds from the sale of unclaimed property or unclaimed monies remaining in the special fund for a period of six (6) months shall, by the City Treasurer, be transferred to the city's general fund and no further payments shall be made to those who thereafter claim ownership.

NOTE: See 47 Ark. 269.

2.76.05 Disposition of confiscated personal property. All proceeds from the sale of personal property which has been ordered confiscated by the District Judge, shall be paid by the District Court Clerk directly to the City Clerk, who shall place said monies in the General Fund of the city of Stuttgart. No portion of such proceeds shall be subject to refund to any person claiming ownership of said personal property. (Ord. No. 958, Sec. 1)

CHAPTER 2.80

PUBLIC WORKS DIRECTOR

Sections:

2.80.01	Established
2.80.02	Definition
2.80.03	Duties
2.80.04	Compensation

2.80.01 Established It is hereby established the position of Public Works Director in the city of Stuttgart, Arkansas. (Ord. No. 1785, Sec. 2.)

2.80.02 Definition

Public works as used herein, shall mean the Street Department and the Solid Waste Management System of the city of Stuttgart, Arkansas. (Ord. No. 1785, Sec. 3.)

2.80.03 Duties Said Public Works Director shall supervise and manage the operation of said department, and shall make regular monthly reports to the City Council of the work accomplished during the previous month. He shall be directly responsible to the Mayor of the city of Stuttgart. (Ord. No. 1785, Sec. 4.)

2.80.04 Compensation The annual compensation of the Public Works Director shall be payable bi-weekly, fifty percent (50%) from Street Department funds and fifty percent (50%) from Solid Waste Management System funds. (Ord. No. 1785, Sec. 5.)

CHAPTER 2.84

DRUG-FREE WORKPLACE

Sections:

2.84.01	Purpose of policy
2.84.02	Policy statement
2.84.03	Safety and security-sensitive positions defined
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2.84.01 Purpose of policy The city has a vital interest in providing for the safety and well being of all employees and the public, and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the city is committed to the maintenance of a drug and alcohol free workplace.

The city and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and implementing regulations issued by the Federal Highway Administration of the U.S. Department of Transportation. However, certain city employees who perform safety and security-sensitive functions are not covered by the foregoing provisions. In addition, the city has an interest in maintaining the efficiency, productivity and well-being of employees who do not perform safety or security-sensitive functions. In order to further provide a safe environment for city employees and the public, the city has adopted the following Drug-Free workplace Policy for those employees who are not covered by federal law.

This policy does not govern or apply to employees who are subject to testing as commercial motor vehicle operators under the foregoing federal law and regulations. They are governed by a separate policy enacted pursuant to that legislation. (Ord. No. 1629, Sec. 1.)

2.84.02 Policy statement

- A. All employees must be free from the effects of illegal drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty, on city property, in city vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including immediate discharge. In addition, employees are subject to disciplinary action up to and including immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on city property, in city vehicles, during breaks or at lunch.
- B. The city reserves the right to require employees to submit to urine drug testing and breathalyser alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test without a valid medical explanation will be subject to immediate discharge. Refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample shall be deemed refusal to submit to a required test.
- C. The city also reserves the right to require return to duty and follow-up testing as a result of a condition of reinstatement or continued employment in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program. (Ord. No. 1629, Sec. 2.)

2.84.03 Safety and security-sensitive positions defined

- A. A safety-sensitive position is one in which a momentary lapse of attention may result in grave and immediate danger to the public. The following positions are considered safety sensitive:
 - 1. Law enforcement officers who carry firearms and jailers.
 - 2. Motor vehicle operators who carry passengers, including, but not limited to, ambulance drivers, bus or jitney drivers, and drivers who transport other city employees.

3. Fire department employees who directly participate in fire-fighting activities.
4. Medical personnel with direct patient care responsibilities including physicians, nurses, surgical scrub technicians, emergency medical technicians and trainees, medical and nurses assistants.
5. Mechanics, welders and sheet metal workers who work on vehicles designed to carry passengers such as buses, ambulances, police cruisers, vans and the like.
6. Other employees whose duties meet the definition of safety or security sensitive after consultation with and approval by the Arkansas Municipal League.

B. A security sensitive position includes:

1. Any police officer, jailer, police dispatcher and police department employee, including clerical workers, having access to information concerning ongoing criminal investigations and criminal cases, which information could, if revealed, compromise, hinder or prejudice the investigation or prosecution of the case.
2. The city also considers law enforcement officers as holding security-sensitive positions by reason of their duty to enforce the laws pertaining to the use of illegal substances. Officers who themselves use such substances may be unsympathetic to the enforcement of the law and subject to blackmail and bribery. (Ord. No. 1629, Sec. 3.)

2.84.04 Drug-free awareness program/education and training The city will establish a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. The city will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The city's Drug-Free Awareness Program will inform employees about: (1) the dangers of drug and alcohol abuse in the workplace; (2) the city's policy of maintaining a drug and alcohol free workplace; (3) the availability of drug and alcohol treatment, counseling and rehabilitation programs; and (4) the penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of the Drug-Free Awareness Program, the city shall provide educational materials that explain the city's policies and procedures. Employees shall be provided with information concerning the effects of alcohol and drug use on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

Supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing shall receive at least sixty (60) minutes of training on alcohol misuse and sixty (60) minutes of training on drug use. The training shall cover the physical, behavioral speech, and performance indicators of probable alcohol misuse and drug use. (Ord. No. 1629, Sec. 4.)

2.84.05 Prohibited substances/legal drugs/unauthorized items/searches

- A. Prohibited substances Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. Section 812, and the regulations promulgated thereunder, and defined in the Uniform Controlled substances Act. A.C.A. 5-64-201-216), including synthetic narcotics, designer drugs, and prescription drugs, excepting: prescription drugs approved by and used in accordance with the directions of the employee's physician.
- B. Legal drugs The appropriate use of prescription drugs and over-the-counter medications is not prohibited. Any employee using a prescription drug should consult with his/her physician and pharmacist regarding the effects of the drug. Employees should read all labels carefully.
- C. Unauthorized items Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items include, but are not limited to, alcoholic beverage containers and drug paraphernalia. (Ord. No. 1629, Sec. 5.)

2.84.06 Use of alcohol and drugs/prohibited conduct All employees covered under this policy are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

- A. Employees shall not report for duty or remain on duty while impaired by the consumption of alcohol. An employee will be deemed to be impaired by alcohol if that employee has a blood alcohol concentration of 0.04 or greater.

- B. Employees shall not use alcohol while on duty.
- C. Employees required to undergo post-accident testing shall not use alcohol for eight (8) hours following the accident, or until they undergo a post-accident alcohol test.
- D. Employees shall submit to all authorized drug or alcohol tests.
- E. Employees shall not report for duty or remain on duty when they use any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the employee that the effect of the substance on the employee does not pose a significant risk of substantial harm to the employee or others in light of his/her normal job duties.

In addition, subject to disciplinary rules set forth below, employees who are found to have an alcohol concentration of 0.02 or greater, but less than 0.04, in any authorized alcohol test shall be removed from duty, and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than twenty-four (24) hours following administration of the test.

The foregoing rules shall apply to all employees and shall apply while on duty, during periods when they are on breaks or at lunch, or not performing safety-sensitive functions. (Ord. No. 1629, Sec. 6.)

2.84.07 When drug and alcohol testing may be required of all employees Employees (and applicants) covered by this policy shall be required to submit to urine testing for use of prohibited drugs and/or breathalyzer alcohol testing in the following circumstances:

- A. When the city has reasonable suspicion that an employee has violated any of the above prohibitions regarding use of alcohol or drugs.

For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by a supervisor or city official or employee who is trained in detecting the signs and symptoms of misuse of alcohol and drug use.

- B. Return to duty testing is required after an employee has engaged in any of the above prohibitions concerning use of alcohol or drugs, unless the violation results in termination.

- C. As part of a pre-employment physical examination after a conditional job offer has been made, a fitness for duty physical examination, or any other lawfully required periodic physical examination. Non-safety and non-security sensitive positions will not be required to undergo a pre-employment drug or alcohol test unless the applicant is otherwise required to under a pre-employment physical examination after a conditional job offer has been extended to the employee.
- D. When the city management has a reasonable suspicion based on observations or credible information submitted to the city, that the employee is currently using, impaired by or under the influence of drugs or alcohol.
- E. When an employee suffers an on-the-job injury or following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was significantly damaged, or an employee or other person was injured, due to careless acts performed by the employee. Such testing will be required of non-safety sensitive employees only when such factors, when taken alone or in combination with other factors, give rise to reasonable suspicion that the employee may be under the influence of drugs or alcohol. (Ord. No. 1835, Sec. 1.)
- F. As part of a return to duty or follow-up drug and/or alcohol test required under an agreement allowing an employee to return to duty following disciplinary action for a positive drug and/or alcohol test, or as the result of a condition of continued employment or reinstatement in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program.

In order to return to duty, an employee who has a positive drug or alcohol test (i.e. a verified positive drug test or an alcohol test indicating an alcohol concentration of 0.04 or greater) must have a verified negative drug test and/or an alcohol test indicating an alcohol concentration of less than 0.02, and be evaluated and released by a substance abuse professional (SAP). In addition, the employee shall be subject to follow-up testing for a period not to exceed twenty-four (24) months from the date of the employee's return to duty, in accordance with an SAP's recommendations. (The city also reserves the right to require return to duty and follow-up testing of an employee who has an alcohol test indicating an alcohol concentration of 0.02 or greater, but less than 0.04, based on an SAP's recommendations).

- G. When any prohibited drug or alcoholic beverage is found in an employee's possession.

- H. When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due to a collection, chain of custody or other procedural problem.(Ord. No. 1834, Sec. 1.)

2.84.08 When drug and alcohol testing may be required of employees holding safety and security-sensitive positions Employees in (and applicants for) safety and security-sensitive positions shall be required to submit to urine testing for use of prohibited drugs and/or breathalyser alcohol testing in the foregoing and in the following circumstances:

- A. When a safety-sensitive employee is involved in an accident involving a motor vehicle on a public road, and the employee's position is safety-sensitive because it involves driving a motor vehicle, and the accident is determined to be caused by the employee's negligence. (Ord. No. 1835, Sec. 2.)
- B. Random testing for drugs (but not alcohol) will be conducted. In order to treat all employees as equally as possible, and to maintain consistency in the administration of its efforts to maintain a drug-free workplace, random testing under this policy will be governed by 49 U.S.C. Section 31306 and implementing regulations to the extent that it is lawful and feasible to do so. Further guidance must be found in "The Omnibus Transportation Employee Testing Act of 1991 – Steps to Compliance for Arkansas Municipalities," published by the Arkansas Municipal League. (Ord. No. 1834, Sec. 2.)

2.84.09 Disciplinary action

- A. Employees may be subject to disciplinary action, up to and including discharge, for any of the following infractions.
 - 1. Refusal to submit to an authorized drug or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.

2. Drinking alcoholic beverages or using drugs while on duty, on city property, in city vehicles, during breaks or at lunch.
3. Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any prohibited substance, including an alcoholic beverage, while on duty, on city property, in city vehicles, during breaks or at lunch.
4. Any criminal drug statute conviction and/or failure to notify the city of such conviction within five (5) days.
5. Refusal to cooperate in a search.
6. Having an alcohol concentration of .04% or greater in any authorized alcohol test.
7. Testing positive for drugs and/or their metabolites in any authorized drug test.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the city reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

- B. In order to be re-employed following completion of a suspension for a positive drug or alcohol test, the employee must undergo and pass a return to duty drug and/or alcohol test, and be evaluated and released by an SAP.

The city will schedule the return to duty drug and/or alcohol test and the evaluation by an SAP to avoid any lost work time beyond the period of the suspension. The employee will remain on disciplinary suspension, without pay, until the city has received written notice that the employee has passed the return to duty drug test (and/or notice from the collection site that the employee had an alcohol concentration of less than 0.02 in the return to duty alcohol test) and written notice from an SAP that the employee has been released to return to duty. However, the employee may use accumulated leave time between the end of the original suspension and being released to return to work.

If the employee tests positive for any drug or has an alcohol concentration of 0.02 or greater in any subsequent test, he/she shall be subject to discharge.

- C. **Rehabilitation and Additional Testing.** In cases where an employee receives disciplinary action other than discharge for a drug and/or alcohol related infraction, the following procedures shall also apply:
1. The city may require the employee to participate in an approved treatment, counseling or rehabilitation program for drug and/or alcohol abuse at the time discipline is imposed, based on the recommendations of an SAP.
 2. If the employee is required to enroll in such a program, his/her reinstatement or continued employment shall be contingent upon successful completion of the program and remaining drug and alcohol free for its duration.

The employee must submit to any drug and/or alcohol testing administered as part of the program, and provide the city with the results of such tests. The employee must also provide the city with progress reports from his/her therapist, or the agency running the program, on at least a monthly basis. (Failure to provide such reports or the results of such tests may result in discipline up to and including termination.)
 3. An employee who has been identified as needing assistance in resolving problems associated with use of drugs and/or misuse of alcohol may be administered unannounced follow-up drug and/or alcohol tests for a period of up to twenty-four (24) months. (Ord. No. 1629, Sec. 9.)

2.84.10 Employment status pending receipt of test results In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the city reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work role which also covers the time missed waiting for the test results. (Ord. No. 1629, Sec. 10.)

2.84.11 Voluntary drug and alcohol rehabilitation If an employee who is not otherwise subject to disciplinary action for use of drugs and/or alcohol voluntarily admits that he/she has a drug and/or alcohol abuse problem, the Mayor or City Manager (or his/her designee) will meet with the employee to discuss the various treatment, counseling and rehabilitation options that are available. For purposes of this section, an employee's admission to having a drug and/or alcohol

abuse problem will not be defined as "voluntary" if it is made after the employee learns that he or she has been selected for random drug test.

These options may include allowing the employee to continue working while receiving outpatient treatment, counseling or rehabilitation in an approved drug and/or alcohol abuse program, or placing the employee on a medical leave of absence while he/she is receiving treatment, counseling or rehabilitation in an approved inpatient or outpatient drug and/or alcohol abuse program.

When an employee voluntarily admits that he/she has a drug and/or alcohol abuse problem, the city shall have the right to require the employee to be evaluated by an SAP and/or submit to drug and/or alcohol testing prior to deciding what action is appropriate. No disciplinary action will be taken by the City against an employee who voluntarily admits that he/she has a drug and/or alcohol abuse problem in the situation described above. However, the city shall have the following rights in such a situation.

- A. The employee may be required to enroll in and successfully complete an approved inpatient or outpatient drug and/or alcohol abuse program, and remain drug and alcohol free for its duration as a condition of reinstatement or continued employment. However, the city will not be responsible for financial obligations associated with treatment.
- B. If the employee is required to enroll in such a program, he/she must submit to any drug and/or alcohol tests administered as part of the program, and provide the city with the results of such tests. The employee must also provide the city with progress reports from his/her therapist, or the agency running the program, on at least a monthly basis. (Failure to provide such reports or the results of such tests will result in discipline up to and including termination.)
- C. The employee shall be required to agree to be subject to unannounced follow up drug and/or alcohol tests, at the city's discretion, for a period of up to 24 months. (Ord. No. 1629, Sec. 11.)

CHAPTER 2.88

DEFERRED COMPENSATION PLAN

Sections:

2.88.01	Adoption
2.88.02	Board of Trustees
2.88.03	Amendments
2.88.04	Terms
2.88.05	Termination of Plan
2.88.06	Assets held in trust

2.88.01 Adoption The city adopts the Plan and the Trust Agreement ("Trust") for the Plan for its employees. (Ord. No. 1702, Sec. 1.)

2.88.02 Board of Trustees The city acknowledges that the Executive committee of the AML will serve as the Board of Trustees of the AML Defined contribution and Deferred compensation Plan ("Trustees") and shall only be responsible for the Plan and have no responsibility for other employee benefit plans maintained by the city of Stuttgart. (Ord. No. 1702, Sec. 2.)

2.88.03 Amendments the city is authorized to sign all documents necessary to adopt the Plan and by so signing, be bound by the terms of the Plan as stated in the Adoption Agreement and other Plan documents the City reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. (Ord. No. 1702, Sec. 3.)

2.88.04 Terms

- A. The City agrees that it shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- B. The City accepts the administrative services to be provided by AML and any services provided by an outside Service Provider as selected by the Trustees. The City acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the participants' account. (Ord. No. 1702, Sec. 4.)

2.88.05 Termination of Plan

- A. The City may terminate its participation in the Plan, including but not limited to, its contribution requirements, by way of:
1. An ordinance of the City Council terminating its participation in the Plan.
 2. The ordinance must specify when the participation will end.

The Trustees shall determine whether the ordinance complies with the terms of the Plan, and all applicable federal and state laws. The Trustees shall also determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to participants will be made in accordance with the Plan.

- B. The City acknowledges that the Plan contains provisions for involuntary Plan termination. (Ord. No. 1702, Sec. 5.)

2.88.06 Assets held in trust The City acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased by such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of participants and their beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries and for defraying, reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, are held as part of the Plan. All contributions to the Plan shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the participating employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan. (Ord. No. 1702, Sec. 6.)

CHAPTER 2.92

ADVERTISING AND PROMOTION COMMISSION

Sections:

2.92.01	Hotel and restaurant tax
2.92.02	Commission established
2.92.03	Arkansas Gross Receipts Act
2.92.04	Duties and members
2.92.05	Use of funds

2.92.01 Hotel and restaurant tax There is hereby levied a 3% tax upon the gross receipts or gross proceeds from renting, leasing or otherwise furnishing hotel, motel or short-term condominium rental accommodations for sleeping, meeting or other party room facilities for profit in the city of Stuttgart, however, such accommodations shall not include rental or lease of accommodations for a period of thirty (30) days or more, and upon the gross receipts or gross proceeds received by restaurants, cafes, cafeterias, delicatessens, drive-in restaurants, carry-out restaurants, concession stands, convenient stores, grocery stores/restaurants, from the sale of prepared food and beverages for on or off-premises consumption provided, however, such tax shall not apply to such gross receipts or gross proceeds of organizations qualified under Section 501(c)(3) of the Internal Revenue Code, all in accordance with the provisions of A.C.A. 26-75-602 as amended. (Ord. No. 1760, Sec. 1.)

2.92.02 Commission established From and after the effective date of this ordinance, the tax so levied shall be paid by the persons, firms and corporations liable therefore and shall be collected by the Advertising and Promotion Commission hereinafter established, or by a designated agent of the Commission in the same manner and at the same time as the tax levied by the Arkansas Gross Receipts Act of 1941 (A.C.A. 26-52-101, et. seq.) (Ord. No. 1760, Sec. 2.)

2.92.03 Arkansas Gross Receipts Act The provisions of the Arkansas Gross Receipts Act of 1941 (A.C.A. 26-52-101, et seq.) as amended, together with the rules and regulations thereunder, shall so far as practicable apply to the administration, collection assessment and enforcement of the tax levied by this ordinance. (Ord. No. 1760, Sec. 3.)

2.92.04 Duties and members

- A. There is hereby created the city Advertising and Promotion Commission. The Commission shall have the powers and duties prescribed by the Advertising and Promotion Commission Act. A.C.A. 26-75-601 – 26-75-618 as now of hereafter amended. The Commission shall be composed of seven (7) members, each of whom shall reside within the city, as follows:

1. Four (4) members shall be owners or managers of businesses in the tourism industry, at least three (3) shall be owners or managers of hotels, motels, or restaurants. The members shall be appointed by the City Council for staggered terms where one member will serve a 1 year term, one member a 2 year term, one member a 3 year term, and one member a 4 year term;
 2. Two (2) members shall be members of the City Council of the city and selected by the City Council and shall serve at the will of the City Council; and
 3. One (1) member will be filled by the nomination of the Mayor with the approval of the City Council and shall serve for a term of four (4) years.
- B. Vacancies on the Commission, whether resulting from expiration of a regular term of otherwise, in any of the four (4) tourism positions provided for in (a)(1) or in the nominated position provided for in (a)(3) shall be filled by appointment made by remaining members of the Commission with the approval of the City Council.
- C. The Commission is subject to all fiscal procedures of the city.
(Ord. No. 1760, Sec. 4.)

2.92.05 Use of funds

- A.
1. There is hereby created the city Advertising and Promotion Fund, to which fund there shall be credited all collections of the tax levied by this article. All funds credited to the city Advertising and Promotion Fund shall be used for advertising and promoting the city and its environs or for the construction, reconstruction, extension, equipment, improvement, maintenance, repair and operation of a convention center, convention centers, advertising and promotion facilities and facilities necessary for, supporting, or otherwise pertaining to, a convention center or convention centers, or for the payment of the principal of, interest on, and fees and expenses in connection with, bonds issued under state law as shall be determined by the city Advertising and Promotion Commission (hereinafter referred to as the "Commission"). The Commission may also engage such personnel and agencies and incur such administrative costs that it deems necessary to conduct its business.

2. The Commission is the body that determines the use of the city Advertising and Promotion Fund.
- B. The Commission is authorized to use or pledge all, or any part of, the revenues derived from the tax levied hereunder, for the purposes prescribed herein. (Ord. No. 1760, Sec. 5.)